

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12702 of 2022

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Dineshwar Prasad Singh, son of Punyadev Singh, resident of village- Satjora,
P.O. Satjora Bazar, P.S. Panapur, District- Saran at Chapra.

... .. Petitioner

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Additional Chief Secretary/Principal Secretary, Department of Revenue and Land Reforms, Government of Bihar, Patna.
3. The Director of Land Acquisition, Department of Revenue and Land Reforms, Government of Bihar, Patna.
4. The Collector-cum-appropriate government, Saran at Chapra.
5. The Additional Collector, Saran at Chapra.
6. The District Land Acquisition Officer, Saran at Chapra.
7. The District Certificate Officer, Saran at Chapra.
8. The Competent Officer relating to Land Acquisition, Saran at Chapra.
9. The Circle Officer, Panapur, Saran (Chapra).
10. Pramod Tiwari son of Late Rameshwar Tiwari, resident of village - Satjora, P.O. Satjora Bazar, P.S. Panapur, District - Saran at Chapra.

... .. Respondents

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Appearance :

For the Petitioner/s : Mr. Jeetendra Narayan, Advocate
For the Respondent/s : Mr. Md. Khurshid Alam, AAG-12

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

3 05-12-2022

Heard learned counsel for the parties.

In this writ petition, the following prayer has been
made by the petitioner:-

- i. For directing the respondents to make payment to the petitioner relating to Award No.100 which is in sum of Rs.96,390/- (Ninety Six Thousand Three Hundred and Ninety Rupees Only) for brick walled asbestos roof structure (shop) situated Rs.96,390/-under Khata No. 06 Survey*



Plot No.2147 under the Revenue village of Satjora its Revenue Thana No.33, Circle Panapur in the district of Saran has been duly acquired by the concerned respondent thereafter in view of section 37(2) of the right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 relating to the subject structure (shop) of the petitioner which has acquired for construction of approach road from NH-74 (Muzaffarpur) to SH-90 (Saran) concerning to High Level R.C.C. Bridge over the Gandak River at Bangra Ghat, Gopalganj Project.

- ii. Also for quashing the letter No. 875 dated 29.07.2022 issued under the signature of District Land Acquisition Officer i.e. respondent no.6 whereby the said respondent has maliciously be cancelled the name of the petitioner from award no. 100 and entered the name of pvt. Respondent no. 10 and also paid the award amount to him in his collusion.*
- iii. And further for directing the respondents to take appropriate action for realize/ refund the Award amount from pvt. Respondent no. 10 which has already been paid to him.*
- iv. And also for any other appropriate writs, order(s), direction(s) which your lordships may deem fit and proper.”*

It is the case of the petitioner that he is the tenant of respondent no.10. An award of Rs. 96,390/- was prepared in his name and subsequently the same has been paid by the District Land Acquisition Officer, Saran at Chapra to the respondent



no.10 illegally. The award is of the structure and not of the land of the respondent no.10 and therefore, the petitioner being the tenant is entitled to the award amount for structure.

Learned counsel for the petitioner has taken to this Court to Annexures-1 and 3.

From reading of these two annexures, it appears that respondent no.10 had given the plot in question on rent to the petitioner, who had constructed the shop/business premises in question and he was paying the rent to the respondent no.10.

Learned counsel for the State has opposed the prayer of the petitioner.

A counter affidavit has been filed by the District Land Acquisition Officer, Saran at Chapra. Paragraph no.7 of the counter affidavit reads as under:-

“7. That, in the course of payment, second party namely Pramod Kumar Tiwari S/o Rameshwar Tiwari submitted his objection along with relevant document over the award no.100. After considering the objection a notice issued to the both parties vide letter no.1424 dated 09.06.2020 for hearing and accordingly the matter was duly heard by the Kanoongo on dated 05.10.2020 in which he found that the writ petitioner submitted only a simple rent agreement in favour of his claim, while in other hand the second party namely Pramod Kumar Tiwari S/o Rameshwar Tiwari submitted copy of deed, land receipt and land possession certificate.



After duly hearing and verification Knoongo recommended vide dated 19.01.2021 to change the name of award no.100 in favour of second party Pramod Kumar Tiwari S/o Rameshwar Tiwari, accordingly payment has been released in the favour of second party and same information furnished to the writ petitioner vide letter no. 875 dated 29.07.2022.”

From reading of aforesaid paragraph, it is clear that the District Land Acquisition Officer, Saran at Chapra has not applied his mind to the facts of the case and has illegally disbursed the compensation amount in favour of respondent no.10. A tenant can have his/her possession of the rent related document and not the land related document. The land related documents are with the landlord but if the landlord produces the land related documents, the tenant cannot be denied the compensation.

In such view of the matter, the District Magistrate, Saran at Chapra is directed to pay the compensation amount of Rs.96,390/- to the petitioner within a period of eight weeks from the date of receipt/production of a copy of this order. The District Magistrate is given liberty to recover the same from respondent no.10 or the District Land Acquisition Officer, Saran at Chapra.

In case, the compensation amount is not paid to the



petitioner within the period of eight weeks from the date of receipt / production of a copy of this order, the petitioner is at liberty to file an Interlocutory Application for revival of this writ petition.

With the aforesaid observations and directions, this writ petition stands allowed.

Let a copy of this order be communicated to the District Magistrate, Saran at Chapra forthwith through FAX or e-mail for its compliance.

(Sandeep Kumar, J)

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