

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14306 of 2022

Sanjay R. Kumar Son of Sri Raghunath Prasad, Resident of Mohalla-
Balkishunganj, P.S.- Alamganj, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the District Magistrate, Madhubani.
2. The Superintendent of Police, Madhubani.
3. The Deputy Superintendent of Police, Madhubani.
4. The S.H.O., Madhubani Police Station, District- Madhubani.
5. Sri Ram Kumar Yadav, Son of Sri Ram Karan Yadav, Resident of Village-
Mohanpur, P.S.- Pandaul, District- Madhubani.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Vipin Kumar, Advocate
For the Respondent/s : Mr.Manish Kumar (GP 4)

CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL ORDER

2 21-12-2022 The present writ petition has been filed seeking the
following relief :-

*“ For a direction to Respondent No. 1 to 4 to
provide adequate protection in removing his
articles such as godown materials which is
erected on lease land pertaining to Thana
No. 180, Tauji No. 588, C.V. 160B, Mauja-
Mahinathpur, Anchal Rajnagar, Khata No.
373, Kheshra No. 31, 47, 50 and 51 situated
at P.S.- Rajnagar, District-Madhubani which
is forcibly retained by Respondent No. 5.”*

At the outset, the learned counsel for the
respondent State has referred to the counter affidavit filed in the



present case, relevant paragraph thereof being paragraph no. 12,
is reproduced hereinbelow :-

“ (12) That the statement made in para-15 and 16 of the writ petition is not correct.

It is humbly submitted that the Sub-Divisional Police Officer, Sadar, Madhubani has submitted a report vide Memo No.5727/Sadar dated 25.10.2022 along with the report of the S.H.O. Rajnagar Police Station along with the energy bill. It is stated in brief that there is a lease deed executed by respondent No.5 Ram Kumar Yadav in favour of the petitioner Sanjay R.Kumar in which measuring 2 Bigha B katha of Khata No.373 Kheshra respondent No.5 has given land No.31, 47, 50, 51 for commercial use and it was decided that the petitioner will pay Rs.2,50,000/- (Two Lacs Fifty thousand) per annum from 20.12.2014 to 19.12.2019. The petitioner paid the lease amount through cheque of National Bank Gandhinagar, Patna in the year 2016. There is a complete prohibition of wine (liquor) throughout the state of Bihar. Since then no body manufactures or sells wine in Bihar. The petitioner paid the amount under the agreement to the land owner. During the enquiry it was learnt that the petitioner has taken all the articles by truck and left the



structure and he has not given no dues of electricity bill. Presently the structure is built with pucca wall with Iron Pillars over which the roof is of "karkat" and the floor is completely vacated. In agreement in serial No.14, the lease deed (vide Annexure-1 of the writ petition), it is clearly mentioned that the lease is for a period of five years which expired on 19.12.2021 and the lease is automatically terminated with all the terms and conditions. The petitioner can take all the materials except pucca structure and the petitioner will deliver the possession to respondent no. 5 who has right to do so through the legal process.

Presently the house is standing over the land which is completely vacated and there is no machine over the land. There are differences between the parties over agreement i.e. lease deed. The land owner said that people present at the time or execution of lease deed and lawyers of the parties whatever decide, he will abide by the verdict."

The learned Senior counsel for the petitioner Sri P.K. Shahi submits that the present writ petition be disposed off in terms of paragraph no. 12 of the counter affidavit, as aforesaid.



Accordingly, the present writ petition stands disposed off as not pressed, however, in light of the stand taken by the respondents in paragraph no. 12 of the counter affidavit, filed in the present case, as aforesaid.

(Mohit Kumar Shah, J)

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