

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17498 of 2019

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Mahendra Prasad S/o Late Mahadeo Sah @ Umashankar Sah, resident of
Village- Barahariya, Purani Bazar, P.S.- Barhariya, Distt.- Siwan

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Rural Development
Department, Bihar, Patna
2. The District Magistrate, Siwan
3. The District Board Siwan, through its Chief Executive Officer
4. The Deputy Development Commissioner-cum-Chief Executive Officer
Siwan
5. The District Engineer, District Board, Siwan
6. The Superintendent of Police, Siwan
7. The Deputy Superintendent of Police, Siwan
8. The S.H.O. Barhariaya Police Station, Barhariaya, Siwan

... .. Respondents

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Appearance :

For the Petitioner : Mr. Ansul, Advocate

For the Respondent-Zila Parishad: Mr. Nikesh Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE ASHWANI KUMAR SINGH
and
HONOURABLE MR. JUSTICE SHAILENDRA SINGH
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE ASHWANI KUMAR SINGH)
Date : 23-09-2022

Heard Mr. Ansul, learned counsel for the petitioner
and Mr. Nikesh Kumar, learned counsel for the respondent- Zila
Parishad, Siwan.

2. In the present application, the petitioner has prayed
for an issuance of a direction to the respondent District Board,
Siwan to handover settlement letter of Shop No. 2 constructed
by the respondent-District Board at Barhariya Bazar near Thana
Chowk, Siwan in the year 2010-2011 to the petitioner.



3. The contention of the petitioner is that he had submitted an application on 15.04.2010 for settlement of a shop and, in view of the direction, deposited Rs. 20,000/- through demand draft to the respondent No. 4 on 05.09.2011 and took possession over the shop no.2. Since then he is running his shop. The further contention of the petitioner is that recently the petitioner has learnt that the shop is being settled in favour of someone else.

4. On query made by the Court regarding the agreement or allotment/settlement of the shop in question made in favour of the petitioner, our attention has been drawn by the learned counsel for the petitioner towards Annexure-P/3, which has been brought on record by way of filing a supplementary affidavit. He submitted that the same clearly demonstrates that the shop in question was settled with the petitioner. A perusal of the said Annexure- P/3 would make it clear that it is neither allotment/settlement nor an agreement in favour of the petitioner. It contains only the signature of the petitioner and one witness. It does not show that there was any proposal from the respondent-District Board to which the petitioner agreed and deposited any amount pursuant to which an agreement was entered into between the parties.



5. In absence of any proposal and acceptance, there cannot be said to be a valid agreement. The writ petition is based on vague assertions and disputed questions on fact.
6. In our considered opinion, on such vague pleading no mandamus can be issued to the respondent.
7. The application is dismissed.

(Ashwani Kumar Singh, J.)

(Shailendra Singh, J.)

Sanjeet/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	30.09.2022
Transmission Date	NA

