

IN THE HIGH COURT OF ORISSA AT CUTTACK
W.P.(C) No.10368 of 2022

Sanad Kumar Sharma & Ors. ***Petitioner(s)***
Mr.B.Das,
Advocate

-versus-

State of Odisha & Ors. ***Opposite Party(s)***
Mr.U.K.Sahoo,
ASC

CORAM:
JUSTICE BISWANATH RATH

ORDER
27.04.2022

Order No.

02.

1. Heard submission of learned counsels for the Parties.
2. Filing the writ application petitioner as the following prayers:-

It is, therefore, humbly prayed that Your Lordship would be graciously pleased to admit the Writ Petition, issue notice to the opposite parties and after hearing the counsel for the parties the impugned notice to vacate the shop rooms as under Annexure-3 be set-aside or in the alternative any other order/orders or direction/directions may be issued as Your Lordship may deem fit and proper;

And for this act of kindness, the petitioners shall as in duty bound ever pray.

3. For submission of the petitioners referring to receipt vide Annexures- 1 & 2 series it is claimed that being provided shop premises involving the petitioner is not only in enjoyment of shops involving notice vide Annexure-3 series but there is even going on payment of annual rent as clearly disclosed from Annexure-2 series. Through the writ application, it has been alleged that notice has been issued by opposite party No.4 to vacate the shop rooms in the guise

repairing of shop rooms involving the petitioners. It is thus alleged that there is vindictive action by the Sarapanch concern and the notices at Annexure-3 series are an outcome of same. State counsel representing the opposite party No. 1 to 3 and 5 submits in reference to Annexure-3 that looking to the nature of notice, in no circumstance it can be construed as a final notice. This can be construed to be a temporary vacation to facilitate the authority concerned for necessary repairing.

4. Considering the rival contention of the parties on perusal of Annexure- 1 and 2 series this Court finds, these petitioners are in enjoyment of shop rooms as licensee but further also discloses the petitioners are going on depositing license fee as established through some of the documents available vide Annexure-2 series further supported with pleadings. It is at this stage taking into account the notice, at Annexure-2 series involving the petitioner, this Court finds notices have clear stipulation, the vacating involved temporary repairing of the shop rooms involved.

5. In the circumstance this Court finds the notices at annexure-3 series cannot be construed to be final notice of eviction and only a notice to vacate the premises involved for temporary repairing. This Court thus observes, in the event the petitioners vacate the shop premises involving herein within a period of seven days, the repairing work may be undertaken and concluded within a period of three weeks. After the construction is over, there shall be no obstruction on the reoccupation of the petitioners.

(Biswanath Rath)
Judge