

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.21584 of 2018

Paras Nath Pandey S/o Late Chharichhan Pandey, Resident of Village-Huseni, P.S.-Dumaria Ghat, District-East Champaran, at Present resident of Mohalla-Shantipur, Station Road, Motihari near Old Wine Depot, P.O.-Head Post Office, Motihari, P.S.-Motihari Town, District-East Champaran.

... .. Petitioner/s

Versus

1. The State of Bihar through the Collector, Motihari, East Champaran.
2. The District Board, Motihari, East Champaran
3. The Chairman, District Board, Motihari, East Champaran.
4. The Deputy Development Commissioner Cum the Chief Executive Officer, District Board, Motihari, East Champaran.
5. The District Engineer, District Board, Motihari East Champaran.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Bibhakar Tiwary, Advocate Mr. Ranvijay Narain Singh, Advocate Mr. Dharmendra Kumar Singh, Advocate
For the Respondent/s	:	Mr. Kumar Alok, Advocate

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 03-03-2023 Heard learned counsel for the petitioner, learned counsel for the State and learned counsel for the Zila Parishad, Motihari.

The present writ application has been filed seeking quashing of the notice dated 12.02.2018 issued by the respondent no. 4 whereby the petitioner has been asked to pay enhanced rent of Rs.4,200/- per month with effect from 01.01.2018 in pursuance of the decision taken by the Finance Audit and Scheme Committee of the Zila Parishad in its meeting dated 07.01.2017.

Learned counsel for the petitioner submits that the notice does not disclose the basis on which the rent has been enhanced. It is next submitted that in the year 1975, the petitioner



along with one Dharam Nath Pandey was inducted as monthly tenant by respondent no. 2 over 4000 square feet of land at Motihari near Wine Depot. It is next submitted that in pursuance of the said lease, a tenancy agreement was also entered into.

Learned counsel for the Zila Parishad, at this stage, submits that that the rent agreement is not on record and it is the rent agreement which forms the basis for fixing of rent. It is further submitted that had the rent agreement been on record perhaps it would have been easier for the Court to adjudicate the matter.

At this stage, the learned counsel for the petitioner seeks permission to withdraw the writ application with a liberty that he be allowed to move before the authorities of the Zila Parishad by filing a representation for fixing the installment of the enhanced rent as well as arrears of rent and till the representation is not decided, no adverse order be passed against the petitioner.

Accordingly, the writ application is dismissed as withdrawn with the liberty aforesaid.

(Satyavrat Verma, J)

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