

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6900 of 2023

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M/s Noveltech Feeds Pvt. Ltd. Company registered under Companies Act having its registered office at Trendz Hub, 1-89/A/8, Plot No. 8, 3rd and 4th Floors, Gafoor Nagar, Madhapur, Hyderabad, 500081, Telangana through its Authorized Signatory Amtul Baseer Quadri (Senior Manager- Legal) aged about 34 years w/o Dr. Mir Zahoor Gul R/o Hyderabad, District Telangana.
... Petitioner

Versus

1. The Bihar Industrial Area Development Authority (BIADA) Udyog Bhawan, Gandhi Maidan, Patna through its Chairman cum- Managing Director.
2. The Chairman cum Managing Director, Bihar Industrial Area Development Authority (BIADA), Udyog Bhawan, Gandhi Maidan, Patna.
3. The Joint Managing Director, Bihar Industrial Area Development Authority (BIADA), Udyog Bhawan, Gandhi Maidan, Patna.
4. The Executive Director, Bihar Industrial Area Development Authority (BIADA), Udyog Bhawan, Gandhi Maidan, Patna.
5. The DGM, Industrial Area, Hajipur Cluster, Bihar Industrial Area Development Authority (BIADA), Hajipur.

... Respondents

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Appearance :

For the Petitioner : Mr.Brisketu Sharan Pandey, Adv.
For the BIADA : Mr.Girijesh Kumar, Adv.

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL ORDER

8 21-09-2023 Heard learned counsel for the parties.

2. The present Writ Petition is filed for the following
relief(s) :

A. For issuing writ of certiorari and thereby quashing letter dated 21.03.2023 issued by the Assistant Regional Manager, Industrial Area, Hajipur whereby and whereunder the petitioner has been informed that the petitioner's unit have not been revived and thus the allotment/transfer of plot (i.e. the plot admeasuring 172224 sq. ft. bearing Plot No. B1, B2, B3 and B4, EPIP, Hajipur Industrial Area, Hajipur District-Vaishali) of the petitioner is liable for



cancellation.

B. For issuing a writ in the nature of mandamus or any other appropriate writ directing the Respondent Authority to execute the lease deed in favour of the petitioner for the plot admeasuring: 172224 sq. f. bearing Plot No. Bl. B2. 83 and 84, EPIP. Hajipur Industrial Area. Hajipur District-Vaishali therein after referred to as "The Land") which has been transferred allotted to the petitioner after the payment of transfer fees and other fees vide order dated 16.09.2020.

C. For issuing a writ of mandamus directing the Respondent Authority not to cancel the allotment of the plot or take the possession of the plot during the pendency of the writ application.

D. For issuing appropriate order (s) staying all further proceedings and consequential actions pursuant to the notice dated 21.03.2023.

E. For passing such further or other order(s) as this Hon'ble Court may deem fit and proper in the circumstances of the case.

3. Learned counsel for the petitioner has stated that the authorities vide letter, dated 04.09.2020, have directed the petitioner to pay an amount of Rs.4,05,57,736/- towards transfer fee etc. and the petitioner has paid the same vide receipt, dated 16.09.2020. On the very same day the petitioner was issued allotment vide Letter No. 848, dated 16.09.2020. Learned counsel for the petitioner has stated that the petitioner has been doing the rounds of the authorities and giving several representations for execution of the lease deed in his favour, but, till date the authorities have not executing the lease deed in



favour of the petitioner. That as result of non-execution of the lease deed in favour of the petitioner, the petitioner is unable to get necessary permissions from the various Departments of the Government and also from the financial institutions, therefore, learned counsel for the petitioner has prayed this Hon'ble Court to allow the present Writ Petition and issue a direction to the respondents to execute the lease deed in favour of the petitioner.

4. A counter affidavit has been filed by the respondents, herein, admitting the above mentioned facts. In the counter affidavit, it is stated that physical ownership order was issued in favour of the petitioner on 16.09.2020 vide Memo No. 849 (Annexure P4) and the petitioner was put in physical possession of the land on 30.09.2020, thereafter, a corrigendum vide Memo No. 875, dated 28.09.2020, has also been issued by the BIADA by making necessary correction in the name of the authorized person. Further, in the counter affidavit it is stated that on verification of the records of Registrar of Companies (ROC) it was found that there was change in the share holding of the company, therefore, the lease deed could not be executed.

5. As seen from the record and as culled out from the pleadings it is an admitted fact that the petitioner was allotted land and, thereafter, the authorities have directed the petitioner to pay more than rupees four crores towards the lease amount and other charges which the petitioner has already paid.



Thereafter, the physical ownership order was issued in favour of the petitioner and the petitioner was put in physical possession of the subject property on 30.09.2020. As seen from the record petitioner has been making several rounds to the office of the respondents by giving several representations requesting them to execute the lease deed in his favour, but, authorities for the reasons best known to them have not been executing the lease deed in favour of the petitioner. Even though the counsel for the respondents has tried to impress upon this Court that on verifying of the ROC the share holding patron of the petitioner company was found to have being changed without prior permission of the authorities and, therefore, the lease deed was not executed. The above stand taken by the authorities is without any legal basis and cannot be countenanced. Once the property is allotted to a particular company and the necessary fees as demanded by the respondents has been deposited the authorities are obligated to execute the lease deed in favour of the petitioner Company. Any change in the share holding pattern of the company has no bearing on the execution of the lease deed in favour of the petitioner company. Admittedly, the petitioner cannot obtain the necessary permissions from the various Government Departments or for getting any financial loans from the



financial institution without a lease deed being executed in its favour, therefore, the contention of the respondents that the petitioner has not started the commercial production is also without any legal basis. The authorities cannot take advantage of their own wrong doing and blame the petitioner for the same. Any action sought to be taken against the petitioner for non-production is also legally not permissible. Without executing the lease deed in favour of the petitioner no action can be taken against the petitioner.

6. Taking into account the fact that the petitioner has already deposited the requisite amount as demanded by the authorities, the authorities are legally bound to execute the deed in favour of the petitioner company.

7. Having regard to the above mentioned facts and circumstances, the Writ Petition is **allowed**. The authorities are directed to execute the lease deed as expeditiously as possible, preferably within a period of six weeks from the date of receipt of the copy of this order. The respondents are directed not to take any coercive steps.

(A. Abhishek Reddy , J)

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