

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20915 of 2018

=====

M/s Satyam Infra J. V. Through Its Partner Namely Raj Kumar Singh Son of
Sri Panchdeo Singh, Resident of Puranmal Colliery, Post Office - Siyarsol
Rajwadi, P.S.-Raniganj District-Vardhman West-Bengal

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Bihar, Patna.
2. The Principal Secretary, Department of Mines and Minerals Govt. of Bihar,
Patna
3. The District Magistrate, Sheikhpura
4. The Mining Development Officer, Sheikhpura

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Ashutosh Singh, Advocate. Mr. Amaresh Kumar, Advocate.
For the Respondent/s	:	Mr. Gyan Prakash Ojha, GA-7.
For the Mines	:	Mr. Naresh Dikshit, Advocate. Mr. Brij Bihari Tiwari, Advocate.

=====

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL JUDGMENT

Date : 23-04-2024

Heard Mr. Ashutosh Singh, learned counsel along
with Mr. Amaresh Kumar, learned counsel appearing on behalf
of the petitioner; Mr. Gyan Prakash Ojha, learned GA-7 for the
State and Mr. Naresh Dikshit, learned counsel along with Mr.
Birj Bihari Tiwari, learned counsel for the Mines Department.

2. Learned counsel has sought for the following
reliefs as prayed for in Para-1 of the writ petition, which are
inter alia, reproduced hereinafter:

*“i. For directing the respondent –
authorities to pay the interest amounts as per
admissible in the eye of law to the petitioner upon*



security amount of Rs. 1,42,29,166/- which had illegally and forcefully been deposited in the Govt. account by the respondent who further denied to refuse and keep pending deliberately up to 03.11.2017 even after the order passed in C.W.J.C. No. 56/2016 on 09.12.2016 by the Hon'ble High Court.

ii. For grant of any other relief or reliefs for which the petitioner may be found entitled there too."

3. Learned counsel appearing on behalf of the petitioner submitted that the petitioner has filed a representation dated 20.08.2015 before the Mining Development Officer, Sheikhpura to return the security amount contained in demand draft no. 888145 dated 13.03.2015 for Rs. 1,42,29,166/- to him as the aforesaid demand draft has been time barred and the petitioner has not participated in the re-advertise tender Program dated 11.07.2015.

4. The District Magistrate, Sheikhpura rejected the representation of the petitioner and directed the petitioner to deposit rest security amount of Rs. 2, 70, 8344/- within ten days from the date or Rs. 1,42,29,166/- shall be seized in violation of Clause 6 (vi) and 6 (vii) and settlement process shall be cancelled.

5. Being aggrieved by the letter issued by the District Magistrate, the petitioner was forced to file C.W.J.C.



No. 56 of 2016 and this Hon'ble Court set aside the order dated 26.11.2015 of the District Magistrate contained in Letter No. 872 and further directed the District Magistrate to refund the security amount of Rs.1,42,29,166/- to the petitioner within a period of four weeks from the date of receipt /production of a copy of the order dated 09.12.2016 (A copy of the order dated 09.12.2016 is annexed as Annexure-6).

6. The agreement is of the year 2015 at which point of time the law was laid down by the Apex Court in the case of **Deepak Kumar etc. Vs. State of Haryana and Others** reported in **(2012) 4 SCC 629** and according to the specific direction of the Apex Court, the State Government or the Mines Department has framed Rules in that regard which came into existence in year 2019.

7. Learned counsel appearing on behalf of the petitioner has admitted in Para-22 of the writ petition that the petitioner was paid entire security amount of Rs.1,42,29,166/- on 03.11.2017, however, the petitioner has not been paid due interest. Now, the petitioner is only aggrieved for non-payment of interest.

8. *Per contra*, learned counsel appearing on behalf of the respondent submitted that the present writ petition is



barred by principle of *res judicata* because the petitioner has reiterated the same relief as prayed for in the earlier writ petition being C.W.J.C. No. 56 of 2016, so far as, the claim of the petitioner with respect to the interest accrued on the entire principal amount of security deposit which was deposited by the petitioner and failure on his part, the lease deed was not entered into. It has further been submitted that in the earlier writ petition, the petitioner has not made any prayer for grant of interest till the date of payment, therefore, no interest was calculated and paid to the petitioner.

9. Having considered the rival submissions made on behalf of the parties, as well as, the law laid down by the Apex Court, which binds the parties only when lease agreement has been entered into. In the present case, it has been admitted by the parties that only Letter of Intent was issued and in principle sanction order was issued in favour of the petitioner.

10. I find that the respondent has already returned back the entire amount of security deposit to the petitioner which was forfeited by the Collector and later on, it was quashed by this Court in C.W.J.C. No. 56 of 2016. Petitioner is now aggrieved only for non-payment of interest.

11. It has been objected on behalf of the respondent



that the petitioner never claimed for interest and for the first time by filing the present writ petition, he is claiming interest.

12. Considering the aforesaid facts, the petitioner, if so advised, may file a representation before the District Magistrate, Sheikhpura, for claiming interest till the date the payment was received by the petitioner. The District Magistrate, Sheikhpura is directed to pass necessary order in accordance with law within a period of two months.

13. With aforesaid observation and direction, the writ petition stands disposed of.

(Purnendu Singh, J)

mantreshwar/-

AFR/NAFR	N.A.F.R.
CAV DATE	N.A.
Uploading Date	03.05.2024
Transmission Date	N.A.

