

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13193 of 2014

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Sudarshan Ram @ Sudarshan Ram Pasi Son of Late Sheomurat Ram Resident
of Village- Ramgarh, P.S. P.O. Ramgarh, Distt- Kaimur Bhabhua

... .. Petitioner/s

Versus

1. The State Of Bihar
2. The Collector, Kaimur at Bhabhua.
3. The Commissioner, Patna Division, Patna.
4. Radheshyam Sharma Son of Jhulan Sharma Resident of Mauza and P.O.
Baghiri, P.S.- Mohania, District- Kaimur Bhabua

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Achhaibar Singh, Adv.

For the Respondent/s : Mr. Mahendra Prasad Verma, AC to SC 20

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH

ORAL JUDGMENT

Date : 03-07-2024

The present writ petition has been filed for setting aside the order dated 26.9.2013, passed by the Collector, Kaimur, (Bhabhua), in Lease Renewal Case No. 1 of 2013-14, whereby and whereunder the prayer of the petitioner for renewal of lease has been rejected.

2. The brief facts of the case, according to the petitioner, are that a lease was executed in favour of the petitioner by the Collector/Deputy Commissioner, for and behalf of the Governor of Bihar on 28.04.1983 for a period of thirty years with regard



to land appertaining to Khata No. 327, plot no. 629, ad-measuring two and a half acre, situated at Block-Ramgarh, District-Kaimur at Bhabhua and after expiry of the lease on 27.4.2013, the petitioner had filed a petition for renewal of lease on 24.6.2013, which was numbered as Lease Renewal Case No. 1 of 2013-14 by the learned Court of Collector, Kaimur at Bhabhua. The learned Court of Collector Kaimur at Bhabhua had heard the petitioner and other stakeholders at length and by the impugned order dated 26.9.2013, the application, filed by the petitioner, for renewal of lease, has been rejected.

3. The learned counsel for the petitioner has submitted that the petitioner is landless and has made two storied house on the land in question in compliance of Clause 9 of the lease deed dated 28.4.1983. It is also submitted that since the petitioner was ill, some delay had taken place in filing the lease renewal application before the learned Collector, Kaimur at Bhabhua. No other issue has been raised on behalf of the petitioner.

4. Per contra, the learned counsel for the Respondent-State has referred to Part-II of the aforesaid lease dated 28.4.1983, containing the terms and conditions, Clause Nos. 7, 9, 12, 13 and 14 whereof are being re-produced hereinbelow:-

“7. The lessee shall not erect any building or make any additions to or any alteration in or



demolish or remove any building now or hereafter to be erected on the demised premises without the previous consent of the Collector/Dy. Commissioner on breach of this condition the lessor, may without prejudice to any other right or remedy require the lessee on one months notice in writing to demolish any such building or addition and restore the altered premises to their former condition and the lessee shall not be entitled to any compensation whatsoever in respect thereof.

9. The Collector/Dy. Commissioner may cancel the lease, if the buildings are not completed within 12 months of the date on which it was executed or within such further time, if any, as the Collector/Dy. Commissioner may allow. On such cancellation the Collector/Dy. Commissioner may by notice in writing require the ex leasee to remove within a reasonable time any building which may have been commenced and not completed or the materials which may have been collected on the land, and if he fails to comply with such notice the Collector/Dy. Commissioner after giving a further notice in writing specifying a time not less than one month from the date of service of the notice writing which such buildings or materials shall be removed, may cause such removal to be effected and recover the cost from him.

12. On breach or non observance of any of the



terms or conditions aforesaid the Collector/Dy. Commissioner may re-enter upon the said demised premises and may determine this lease.

Provided that in case of such re-entry and determination on breach of the condition in clauses 2,7 and 8 the lessee shall be entitled to compensation for standing crops and tree planted by him and for all buildings erected and other improvements made by him with the consent of the Collector/Dy. Commissioner the amount of such compensation to be fixed by the Collector/Dy. Commissioner whose decision shall be final and conclusive.

13. In the event of any breach of infringement of any of the conditions aforesaid the lessee shall in addition and without Prejudice to any other remedy of the lessor, be liable to a fine by way of liquidated damages not exceeding half the said yearly rent. Any fine so imposed shall be recoverable under provisions of the Bihar & Orissa Public Demand Recovery Act, 1914.

14. If the three months prior to the expiration of the said term the lessee shall notify Collector/Dy. Commissioner that he is desirous of taking a new lease of the said premises and shall have duly observed and performed all the terms and conditions of this lease he shall on the expiry of the term of this lease be entitled to a renewed lease of the aid premises for a further terms of 30 years and at such rent not exceeding twice the



rent payable under this lease as may then be fixed by the Collector/Dy. Commissioner but otherwise on the said terms and conditions and subject to the same covenants and agreements, other than this covenant for renewal, as are contained in this lease. In the event of the lessee not taking a new lease as aforesaid or on the expiration of the renewed lease, as the case may be, the lessee shall not be entitled to any compensation for any buildings, structures or improvements erected or made by him upon the said premises, nor shall he be entitled to dismantle or remove any such buildings or structures and the Collector/Dy. Commissioner may re-enter on the said premises and take possession of the lands, buildings and structures which shall there upon vest absolutely in the lessor.”

5. Referring to the aforesaid Clauses of the lease deed, the learned counsel for the Respondent-State has submitted that first of all, as per Clause 14 of the lease deed in question, the petitioner was required to file an application, for taking a new lease of the aforesaid premises in question, three months prior to the expiration of the term of the lease in question, however, he did not do so and instead filed an application after about two months of expiry of the aforesaid lease, hence, the terms and conditions of the lease have been violated by the petitioner,



resulting in him being not entitled for renewal of the lease in question. It is also submitted that as per Clause No. 7 of the terms and conditions of the lease deed in question, the petitioner ought not to have constructed any building over the plot in question without the previous consent of the Collector/Deputy Commissioner, however, he is stated to have constructed two storied building without any permission of the Collector/Deputy Commissioner, resulting in yet another infringement of the terms and conditions of the lease deed, warranting non renewal of the lease in question.

6. I have heard learned counsel for the parties, gone through the materials on record and perused the impugned order dated 26.9.2013, passed by the learned Collector-cum-District Magistrate, Kaimur at Bhabhua, from which it is clear that the petitioner has infringed and committed breach of the terms and conditions of the lease deed, as aforesaid, inasmuch as not only he has constructed two storied building without any permission of the Collector / Deputy Commissioner but has also not filed any application for renewal of the lease, three months prior to expiry of the lease in question and instead, has filed an application for renewal of lease after lapse of about two months of expiry of the lease in question, apart from the fact, as has been



recorded by the learned Collector, Kaimur at Bhabhua that the petitioner is owner of a large chunk of land, situated at plot no. 128, Mauja Bandipur, P.S.-Ramgarh, District-Kaimur, hence, no infirmity can be found as far as the impugned order dated 26.9.2013 is concerned. Yet another aspect of the matter is that 386 square feet of the aforesaid lease land in question, granted in favour of the petitioner, has been admittedly encroached and the petitioner has failed to take steps for removal of the same, which again is an instance of violation of the terms & conditions of the lease deed by the petitioner.

7. Having regard to the facts and circumstances of the case and for the forgoing reasons, this Court finds that on account of the petitioner having committed breach of the terms and conditions of the lease deed dated 28.4.1983, the Collector/Deputy Commissioner has become entitled to re-enter upon the said demised premises, especially in view of the fact that the lease has already stood determined on account of expiry of the lease period on 27.4.2013, apart from the fact that no infirmity can be found with the impugned order dated 26.9.2013, passed by the learned Collector-cum-District Magistrate, Kaimur at Bhabhua, in Lease Renewal Case No. 1 of 2013-14, hence, the present writ petition stands dismissed,



being bereft of any merit.

(Mohit Kumar Shah, J)

Ajay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	28.08.2024
Transmission Date	NA

