

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18850 of 2024

Raman and Kumar Construction Limited having its registered office at Flat No.- 90, People Co-operative Colony, Kankarbagh, P.S.- Kankarbagh, District- Patna through its Managing Director, Shri Sitesh Raman, aged about 50 years, Male, Son of Late Satya Narayan Prasad, Resident of Badal Mansion, Flat No.- 501, P.C. Colony, Kankarbagh, P.S.- Kankarbagh, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Revenue and Land Reforms Department, Government of Bihar, Old Secretariat Building, Patna.
2. The Home Secretary, Department of Home, Government of Bihar, Patna.
3. The District Magistrate, Patna.
4. The Senior Superintendent of Police, Patna.
5. The Superintendent of Police, Patna.
6. The Officer-in-Charge, Ram Krishna Nagar Police Station, District- Patna.
7. Raja Prasad alias Raja Ram Prasad, Son of Late Laxmi Narayan Resident of Village- Khemnichak, P.S.- Phulwarisharif, District- Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Shashank Chandra
For the Respondent/s : Mr. Kumar Alok, SC-7

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 19-12-2024 1. Heard learned counsel for the petitioner and learned SC-7.

2. The learned counsel for the petitioner submits that the dispute in the present writ application is with respect to the land pertaining to Khata No. 134, Plot No. 517, Tauzi No. 611, Thana No. 111 at village Brahmpur, Mouza-Sheikhpura, Survey Police Station- Phulwarisarif, present Police Station- Ramkrishna Nagar, District-Patna.



3. Learned counsel for the petitioner submits that the instant writ application has been filed for a limited relief that the Officer In-charge of Ram Krishna Nagar Police Station should not interfere in the matter in between the petitioner and the private respondent No. 7, as the dispute is purely civil and the police authorities have no role to play in a civil dispute.

4. It is next submitted that petitioner is a registered company duly registered under the provisions of the Companies Act. It is next submitted that the Respondent No. 7 approached the petitioner for developing his land pertaining as recorded hereinabove, accordingly a Development Agreement dated 21-12-2019 (Annexure-1) was entered in between the petitioner and the Respondent No. 7. It is further submitted that the Development Agreement contained various clauses and Clause-12 of the Development Agreement very clearly specified that as to how the Development Agreement will go and in the event of dispute, how the dispute is to be resolved. It is also submitted that petitioner, at the time of entering into the Development Agreement with the private respondent, had paid an amount of Rs. 1 crore 35 lakh as non-refundable amount to the private respondent at the rate of Rs. 5 lakh per katha. It is next submitted that as per the Development Agreement, the project



was to be completed within four years and six months. It is further submitted that on account of certain issues, which arose after the Development Agreement was executed, as pleaded in the writ application, as such the project could not commence as it was found that the land for which the Development Agreement was entered in between the petitioner and the private Respondent No. 7 pertained to red zone where no building could have been constructed. It is submitted that subsequently the area was de-notified as red zone and the permission for construction was granted to some other persons as such the petitioner approached the private respondent No. 7 for providing all the requisite documents so that the requisite permission for starting the project can be completed, but then the private respondent No. 7 did not cooperate with the petitioner and took a plea that the period of 4 year 6 months has elapsed and the project has not commenced, as such he should leave the land, when the dispute arose, the petitioner requested the private respondent to seek his remedies in accordance with law, but the respondent No. 7, instead of resorting to remedy available in law, approached the S.H.O. of Ram Krishna Nagar police station, who orally restrained the petitioner from going on the land and also asked him not to proceed with the construction of the



boundary.

5. Learned counsel for the petitioner next submits that the dispute has arisen in between the petitioner and the Respondent No. 7 and if Respondent No. 7 is aggrieved by the fact that petitioner is not leaving the land after expiry of the Development Agreement, which was executed in the Year 2019, in that event the Respondent No. 7 has remedy of approaching a court of competent civil jurisdiction for getting the issue adjudicated, but then the Police has no role to interfere in such dispute. It is also submitted that the matter had gone before the Circle Officer and the Circle Officer also vide his order dated 19-10-2024 had directed the parties to get the matter adjudicated by a court of competent civil jurisdiction.

6. Learned SC-7 also agrees with the submission of the learned counsel appearing on behalf of the petitioner that Police has no role in any dispute which is of civil nature as parties have appropriate forum for getting such dispute resolved.

7. Learned State counsel next submits that he had a talk with the S.H.O. Ram Krishna Nagar Police Station and he has assured that the Police will not interfere in the civil dispute.

8. Learned counsel appearing on behalf of the petitioner thus submits that in view of the submission made by



the learned State counsel, the grievance of the petitioner stands redressed as it has been submitted by the learned State counsel that the S.H.O., Ram Krishna Nagar P.S. has assured that he and the Police will not interfere in the civil dispute between the petitioner and the Respondent No. 7, as such is not pressing the writ application for the present and seeks permission to withdraw the writ application, with liberty to file afresh, if need arises.

9. The writ application is permitted to be withdrawn, with the liberty aforesaid.

(Satyavrat Verma, J)

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