

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2140 of 2022

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Rohit Kumar @ Rai Rohit Sharma, Son of Rai Sunder Deo Sharma, Resident of Mohalla - Ward No. 32 Agarwa, P.O. - Agarwa, P.S. - Motihari Town, District - East Champaran.

... .. Petitioner

Versus

1. The State of Bihar, through Principal Secretary, Urban Development and Housing Department, Govt. of Bihar.
2. The District Magistrate, East Champaran, Motihari.
3. The Executive Officer, Nagar Parishad, Motihari, East Champaran.

... .. Respondents

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Appearance :

For the Petitioner	:	Mr. Santosh Kumar, Sr. Advocate Mr. Pravin Kumar, Advocate Mr. Madhurendra Sharma, Advocate Mr. Utsav, Advocate
For NP (Motihari)	:	Mr. Shivendra Prasad Singh, Advocate
For the State	:	Mr. Abbas Haider, SC-6

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CORAM: HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA
ORAL JUDGMENT

Date : 20-01-2025

Heard Mr. Pravin Kumar, the learned counsel for the petitioner, Mr. Shivendra Prasad Singh, the learned counsel appearing on behalf of Nagar Parishad, Motihari and Mr. Abbas Haider, the learned standing counsel no. 6 appearing on behalf of the State.

2. The present writ petition has been filed for the following reliefs:

“(i) For issuance of a writ in the nature of Certiorari for quashing of the Letter No. 2314 dated 03.08.2018 issued under the signature of the Executive Officer, Nagar Parishad, Motihari, East Champaran (Respondent No. 3) as contained in Annexure-6 to this



writ petition whereby and where under the petitioner has been directed to stop the construction upon the roof of the building situated near sadar hospital, Jai Prakash Market Motihari, East Champaran till the further order of the District Collector, Motihari, East Champaran.

(ii) For the issuance of a writ in the nature of Mandamus commanding and directing the respondents to allow the petitioner for making construction upon the roof of building situated near sadar hospital Jai Prakash Market, Motihari, East Champaran in terms of agreement dated 31.03.2018 contained in Annexure-4 to this writ petition prepared in between the petitioner and the respondents concern.

(iii) For any other relief / reliefs for which the petitioner is entitled from the facts and circumstances of the case.”

3. Learned counsel for the petitioner submits that on 15.03.2018, a tender notice was published in daily newspaper *Dainik Jagran* for settlement of the roof for the purpose of business that is situated near Sadar Hospital, Motihari, Jai Prakash Market. The last date of submission of the tender was on 26.03.2018 and the terms and conditions of the tender was mentioned in the notice dated 15.03.2018. Pursuant to the aforesaid notice, the petitioner filled up the tender on 24.03.2018 and submitted bank draft amounting to Rs. 15,000/- (Rupees fifteen thousand only) along with affidavit and other relevant papers as prescribed in the tender notice to the Respondent No. 3.



4. Vide letter no. 1236 dated 28.03.2018, the petitioner was informed by Respondent No. 3 that the proposal of settlement of roof has been accepted. Thereafter, on 31.03.2018 an agreement was executed between the petitioner and Respondent No. 3. Thereafter, the map with respect to construction upon the settlement of roof has been prepared and the same was approved by the competent authority including the Respondent No. 3.

5. Learned counsel for the petitioner submits that the petitioner has constructed the aforesaid proposal, which was started under the supervision of Junior Engineer of Respondent No. 3. The said construction was almost completed by the petitioner and the petitioner had invested huge amount of money in the aforesaid construction, but all of a sudden, he received a letter dated 03.08.2018, issued by the Respondent No. 3 to stop the construction work till further order of the Respondent No. 2 (District Magistrate, Motihari). Thereafter, the petitioner filed several petitions before the authority concerned, but no action was taken by them.

6. A counter-affidavit as well as supplementary counter-affidavit has been filed on behalf of Respondent No. 3 stating therein that as per the agreement dated 31.03.2018, the writ petitioner agreed to make construction over the roof of the



building at his own cost, which will be adjusted at 50% from the rent fixed and the rest rent amount will be deposited to the Nagar Parishad, Motihari in cash. The petitioner will have to deposit a sum of Rs. 50,000/- (Rupees fifty thousand only) as security money in form of National Saving Certificate. The petitioner was instructed not to carry any illegal activity in the premises of Jai Prakash Market.

7. Learned counsel for the respondents submits that after agreement, the writ petitioner has started construction work in a haphazard way violating the terms and conditions of the agreement causing health problems to the nearby residents of Sadar Hospital, Motihari and also affecting the environment and disrupting the ecosystem. In course of supervision of Sadar Hospital, Motihari, the Respondent No. 2 found irregularities in construction over the roof of the building, as the same was not constructed as per specification and it was disrupting the peaceful environment of Sadar Hospital, Motihari. The Respondent No. 2 directed the Nagar Parishad to stop the construction over the roof of the said market and the aforesaid construction made by the petitioner was enquired by four man Committee constituted by the order of the Respondent No. 3. The report of the four man Committee reveals that there is clear deviation in construction from the sanctioned map and it



appears from the report that there is gross violation in construction (Annexure R/3-A of the supplementary counter-affidavit).

8. Having heard the counsel for the parties and perused the materials available on record, it appears from the records that the petitioner has violated the terms and conditions of the agreement, apart from that, he has deviated from the sanctioned plan and the matter of the petitioner was enquired by four man Committe constituted by the Respondent No. 3 and report of the four man Committee reveals that there is clear deviation of construction from the sanctioned map.

9. In view of the aforesaid, no interference of this Court is required.

10. Accordingly, the present writ petition stands dismissed.

(Rajesh Kumar Verma, J)

Shahnawaz/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	06.02.2025
Transmission Date	06.02.2025

