

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8504 of 2016

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M/s Metro Paints And Chemicals At. 11/2, Industrial Estate, Patna through
One of it's partners Sri Ramesh Kumar Jain, S/o Sri Devendra Kumar Jain
R/o C/o R.P. Singh, near A.V. School, Road No. 4, P.S. - Rajeev Nagar, Patna
- 800025.

... .. Petitioner/s

Versus

1. Bihar Industrial Area Development Authority 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna through Managing Director.
2. Managing Director, Bihar Industrial Area Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna
3. Executive Director, Bihar Industrial Area Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	M/s Amit Shrivastava, Sr. Advocate Girish Pandey, Aman Raj Abhishek Kumar Pandey Sachin Kumar, Advocates
For the Respondent/s	:	M/s Avinash Kumar Ajit Kumar, Kumar Satyam, Advocates

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL JUDGMENT
Date : 10-02-2025

1. The Writ petition is filed by the
petitioner for the following relief(s):-

*“That this is an application for
issuance of writ of certiorari for
quashing the office order issued vide
memo no. 2056 dt. 18.04.2016,
alleged passed by the Managing
Director and issued by the Executive
Director, Bihar Industrial Area
Development Authority (hereinafter*



referred to as BIADA for brevity), whereby allotment of Plot No. 11/2 has been cancelled.

The petitioner further prays for declaration of law that completed lease could be cancelled only by filing Civil Suit for it's cancellation or for declaration that it is illegal, null and void and for consequential relief of delivery back of possession, unless and until a court of competent jurisdiction grant such a decree, the lease will continue to be effective and binding.

The petitioner further prays for declaration of law that power which the Managing Director has exercised under Section 6(2) of BIADA Act, 1974 is not an act done under statute.

That the petitioner further prays for issuance of any other appropriate writ/writs order/orders or direction/direction for which petitioner may be found entitled.

2. At the outset, it is relevant to mention here that on 16.12.2024, the Learned Senior counsel appearing for the petitioner reported to the Court that the petitioner intends to file an



undertaking before the Court in order to dispose of this case in view of the order passed in **CWJC No. 16344 of 2022 (M/s Shivam Automobiles Vs. The State of Bihar & Ors.)** by the Division Bench of this Hon'ble Court.

3. As stated above, the petitioner has filed a supplementary affidavit furnishing the undertaking, inter alia, in the following terms:

"i. That I hereby give the undertaking that I will start commercial production in the unit within 60 days and start manufacturing plant or such other products as approved under the Bihar Industrial Investment Promotion Policy, 2016, if the possession of the unit is handed over by BIADA.

ii. That also undertakes that I shall clear all up-to-date dues payable to BIADA if any and shall be done within four weeks from the date of handing over possession.

iii. That I further undertake that in the event of my said unit not being made operational and functional by me within 6 (Six) Months, I will hand over and the vacant and



peaceful possession to BIADA.

iv. That I further undertake that I shall make compliant with all the statutory requirements including the once protecting the interest of the employees.

v. That I further undertake that in the event of default I shall be liable for being prosecuted for having committed contempt of this Hon'ble Court

4. The Learned counsel for the BIADA states that petition can be disposed of in terms of the undertaking so furnished as well as in terms of the judgment passed in **CWJC No. 16344 of 2022 (supra)**. However, it is contended that the petitioner has to furnish bank guarantee along with the undertaking.

5. Having regard to the submissions made by the Learned Senior counsel for the petitioner as well as the Learned Counsel for the respondents, the present Writ petition stands disposed of, without going into the merit of the case, in terms of the aforesaid judgment passed in **CWJC No. 16344 of 2022 (supra)** by the Division Bench of



this Hon’ble Court.

6. In addition to the terms of the judgment **CWJC No. 16344 of 2022 (supra)**, the petitioner shall furnish Bank Guarantee of Rs. 3,00,000/- in favour of the respondents along with the undertaking.

7. With the aforesaid direction the writ petition stands disposed of.

8. Interlocutory Application, if any, shall stands disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	10.02.2025
Transmission Date	

