

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.857 of 2019

In
Civil Writ Jurisdiction Case No.16483 of 2016

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1. The Bihar State Housing Board Bihar through its Chairman cum Managing Director, Patna
 2. The Estate Manager Bihar State Housing Board, Patna
 3. The Revenue Officer Bihar State Housing Board, Patna
 4. The Executive Engineer Division-2, Bihar State Housing Board, Patna Bahadurpur, Patna

... .. Appellant/s

Versus

Dr. Shukla Singh @ Shukla Mahanty W/o Sri R. N. Mahanty R/o Principals Residence, Jamshedpur Womens College, P.s.- Bistupur, Jamshedpur, Distt.- East Singhbhum, Jharkhand

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Pawan Kumar
For the Respondent/s : Mr. Jayanta Ray Chaudhury
Mr. Binay Kumar

CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE S. B. PD. SINGH
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)

14 24-07-2025 Respondent is not co-operating in the matter in the
light of our earlier order dated 26.06.2025 and it reads as under :

“Matter heard at length.

2. Prima facie, Respondent – Dr. Shukla Singh @ Shukla Mahanty has played a tactics insofar as not paying timely installments insofar as allotment of HIG flat No. 7HF-5/19 at Bahadurpur, Patna. He was allotted the aforementioned flat on 29.02.1992. Thereafter, hire purchase agreement was entered on 28.10.1993. In terms of hire purchase agreement, 20% of the amount of Rs. 3,47,906- (three lakh forty seven thousand nine hundred



six rupees only) was required to be paid. He has paid and remaining 84 monthly equated installment of Rs. 3,747.10/- (three thousand seven hundred forty seven rupees and ten paise only) was required to be paid from 01.11.1993 to till November, 2000. However, he has not paid even a single installment. In the meanwhile, allotted flat was handed over to the Respondent on 03.06.1996. Thereafter, till 29.03.2012, he has failed to pay single installment of Rs. 3,747.10/- (three thousand seven hundred forty seven rupees and ten paise only) on monthly basis. Taking note of these facts and circumstances, on 29.01.2010, allotment of flat was cancelled in terms of the hire purchase agreement clause. The same was not given effect to and the Appellants have not taken necessary steps to evict the Respondent. Respondents evolved one time settlement scheme on 14.03.2012. Prima facie, one time settlement scheme is not applicable to such of those cancelled allotment of flat like respondent. However, Respondent, in the case of OTS scheme, paid a sum of Rs.7,49,196/- (seven lakh forty nine thousand one hundred ninety six rupees) On 29.03.2012. Officials of the Appellants have not noticed that one time settlement scheme is not applicable to the Respondent's case. In this backdrop, Appellants have taken action asking the respondent to deposit a sum of Rs. 24,09,875.88/- (twenty four lakh nine thousand eight hundred seventy five rupees and eighty eight paise) which has been calculated till September, 2015. No doubt, there is lapses on the part of the Appellant in not evicting the Respondents, action in not evicting the respondent timely and so also they have committed error in accepting amount of Rs.7,49,196/- (seven lakh forty nine thousand one hundred ninety six rupees) as if the respondent's case would cover under OTS scheme. In this backdrop, we are of the tentative opinion



that if the respondent pays 10% interest on Rs.7,49,196/-, the matter could be settled, subject to co-ordination of Appellant or in the alternative, matter is required to be adjudicated on merits. It is to be noted that conduct of the respondent to the extent of not paying a single installment of Rs. 3,747.10/- (three thousand seven hundred forty seven rupees and ten paise only) on monthly basis with effect from 01.11.1993 and he had settled the amount after 19 years while illegally occupying the flat allotted and cancelled.

3. In this regard, respondent is hereby directed to secure instruction relating to payment of 10% interest from November, 2000, the date on which the last installment was required to be paid in terms of hire purchase agreement dated 28.10.1993 till 29.03.2012 or in the alternative he has to pay the demanded amount of Rs. 24,09,875.88/- (twenty four lakh nine thousand eight hundred seventy five rupees and eighty eight paise), in view of the fact that he was illegally occupying the allotted and cancelled flat No. 7HF-5/19.

4. Re-list this matter on 10.07.2025.”

2. In order to appreciate the conduct of the respondent in not remitting the installments from time to time and he has taken his own time to deposit few lakhs and it is contrary to earlier decision of the appellants. In the light of these facts and circumstances, appellants have made out a case so as to interfere with the order of the learned Single Judge dated 18.04.2019 passed in CWJC No. 16483 of 2016 and it is set aside. The respondent is hereby directed to comply the orders/directions of



the appellants which are subject matter of CWJC No. 16483 of 2016 within a period of four months from the date of receipt of this order.

3. Accordingly, present LPA No. 857 of 2019 stands disposed of.

(P. B. Bajanthri, J)

(S. B. Pd. Singh, J)

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