

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.942 of 2019

Krishna Yadav Son of Mosafir Yadav Resident of Village Jafra Tola Bhatan
Bigha, P.S.- Belaganj, District- Gaya

... .. Petitioner/s

Versus

1. The State Of Bihar
2. The Principal Secretary, Rajswaand Land Reforms Department, Bihar, Patna
3. The Commissioner, Magadh Division, Gaya
4. The District Magistrate-cum-Collector Jehanabad
5. The Additional Collector (Finance) Jehanabad
6. The Deputy Development Commissioner, Jahanabad
7. The District Programme Officer, Jehanabad
8. The Sub-Divisional Officer, Jehanabad District- Jehanabad
9. The Superintendent of Police, Jehanabad
10. The Deputy Superintendent of Police, Jehanabad
11. The Circle Officer, Makhdumpur District- Jehanabad
12. The Block Development Officer, Makhdumpur District Jehanabad

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Rohit Raj, Adv. Ms. Sakshi Bhatnagar, Adv.
For the Respondent/s	:	Mr. Dhurjati Kumar Prasad, GP14

CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN
ORAL ORDER

4 27-02-2025 Heard Learned Counsel for the petitioner and
Learned Counsel for the State.

2. Learned Counsel for the petitioner submits that the present writ petition has been filed for directing the respondent authorities to refund the amount Rs.75,00,000/- (seventy five lacs only) with statutory interest to the petitioner which was deposited by him for taking settlement of Barabar Pahar Mela for the year 2018-19 wherein Srawani Mela is being conducted in the month of Srawan of each years.

3. Counsel for the petitioner submits that settlement of



Barabar Pahar Mela for the year 2018-19 by virtue of tender vide letter No.269 dated 10.04.2018 was invited by the respondent- State. He further submits that the petitioner has participated in the tender and finally, the tender was allotted in favour of the petitioner as he was a highest bidder and according to settlement, he has to pay Rs.1,45,00,000/- (one crore forty five lacs only) and the petitioner was directed to deposit one half of the bidder amount.

4. Counsel further submits that in pursuant to the settlement, he has deposited Rs.75,00,000/- on 28.05.2018 whose receipt is being annexed vide Annexure-1 of the writ petition. He further submits that vide Memo No.488 dated 11.06.2018, final settlement order has been issued in favour of the petitioner and work order ought to be issued after entering into agreement. He further submits that the said work order has not issued to the petitioner. As such, the petitioner could not collect any money and he further submits that vide order dated 08.08.2018 passed by the S.D.O. in his Memo No.851 dated 08.08.2018, the petitioner was permitted to hold Srawani Mela 2018, but till date, the month of Srawan passed away and on the same day, authority has directed to the petitioner to enter into agreement vide letter No.635 dated 08.08.2018 issued under the signature of D.P.O. which is Annexure- 3 and 3/1 of the writ petition.



5. Counsel further submits that till 08.08.2018, more than half of srawani mela was passed away and the said agreement could not be acted upon, but parties could not enter into agreement, therefore no work order has been issued and in result, the petitioner has filed the writ petition for refund of his advance amount which he has deposited after being a successful bidder.

6. Learned Counsel for the State submits that counter affidavit has been filed and the specific stand has been taken by the State in paragraph 7 that the pleading of the petitioner is misconceived and based on wrong notion of facts. He further submits that the notice inviting tender is in respect to land/ area situated adjacent to the Baba Siddhanath Mandir, Bus stand, Sudama Market for the financial year 2018-19.

7. Counsel further submits that it is the inactiveness on the part of the petitioner for not depositing the entire bid amount has been made. He further submits that inspite of the repeated direction by the authorities, the petitioner did not deposited the rest bid amount, registration and stamp duty of Rs.75,00,000/- and Rs.14,50,000/- i.e., equal to Rs.89,50,000/- nor ever turned to execute agreement. However, he realised rent, toll from different shops, etc. throughout the financial year 2018-19, but not deposited the outstanding amount of Rs.89,50,000/-, causing loss to the Government exchequer.



Hence, the petitioner is not entitled for the relief.

8. Counsel further submits that Annexure-A page 23-24 has been annexed which is public notice issued by the District Magistrate and page 25 is the details of settlement for financial year 2018-19 in which it has been mentioned that petitioner being highest bidder of Rs.1.45 crores becomes successful in the tender, he has deposited Rs.75,00,000/- for settlement with specific direction to further deposit of rest amount within 3 months including the registration price. It was ordered to create agreement within one week on 08.08.2018. Vide letter dated 11.09.2018, the petitioner was directed to deposit the rest amount of Rs.89,50,000/- and subsequently, on 16.11.2018, he was again directed to deposit the rest amount otherwise it has been instructed to file the certificate case. He further submits that for the initiation of certificate case, letter has also been issued to the District Certificate Officer and a criminal case has also been lodged against the petitioner *i.e.*, 01 of 2019 against the petitioner.

9. It transpires to this Court that in the previous occasion dated 30.01.2025, matter has been adjourned at the instance of the petitioner granting liberty to file rejoinder to the said counter-affidavit, but no rejoinder has been filed. As such, this Court has no option, but to pass order on the basis of document available on records.



10. After going through the pleadings of the parties and documents available on records, it transpires to this Court that the petitioner was a successful bidder and for the said settlement, he has deposited only Rs.75,00,000/- and rest amount, he has to deposit Rs.89,50,000/- within a week, but instead thereof, he has not deposited the said amount to the respondent-State on the one hand and on the other, he has started settling the shops and tolls for which he has taken the tender. In this regard, the government has filed a criminal case and subsequently, the petitioner has come forward before this Court for refund of amount.

11. In the light of the facts and circumstances, this Court is not inclined to interfere and, hence, this writ petition stands dismissed.

(Dr. Anshuman, J.)

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