

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.14469 of 2023**

=====

The Co-operative Banking Society Ltd. Patna, through its Honorary Secretary Varun Kumar Pandey Son of Virendra Pandey having Office at the Cooperative Head Quarter office, Situated at Road No. 21, Gardanibagh, Patna-800002.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Building Construction Department, Government of Bihar, Patna.
2. The Principal Secretary, Building Construction Department, Government of Bihar, Patna.
3. The Deputy Secretary Cum Estate Officer, Building Construction Department, Government of Bihar, Patna.
4. The Collector, Patna.
5. The Principal Secretary, Revenue and Land Reforms Department, Govt. of Bihar, Patna.

... .. Respondent/s

=====

**Appearance :**

|                      |   |                                           |
|----------------------|---|-------------------------------------------|
| For the Petitioner/s | : | Mr. Anand Kumar Ojha, Sr. Adv             |
| For the Respondent/s | : | Mr. Advocate General                      |
|                      |   | Mr. Uday Shankar Sharan Singh ( G.P. 19 ) |
|                      |   | Mr. R.K. Chandran, A.C. to G.P. 19        |

=====

**CORAM: HONOURABLE MR. JUSTICE ALOK KUMAR SINHA**

**CAV JUDGMENT**

**Date : 12-05-2025**

Heard learned Senior Counsel, Mr. Anand Kumar Ojha appearing on behalf of petitioner society and learned Advocate General appearing for the State.

2. In the present writ application, the petitioner society has claimed for the following reliefs:

*(i) To stay the operation of Letter No. 1676 dated 22.08.2023 issued by the Executive Engineer of Building Construction Department for*



*eviction of the society from its building and also to stay the steps for Lease Termination by staying the operation of Letter No. 5037 dated 15.07.2023 alongwith Letter No. 436 dated 12.08.2023 proposing cancellation of the lease already renewed for 30 years and being in the breach of assurance/promise/representation of the Collector, Patna in the meeting dated 16.09.2022 notified through Memo No. 6003 dated 07.10.2022 being in contempt of the order dated 11.08.2022 in C.W.J.C. No. 10872 of 2022.*

*(ii) To call for the records from the Respondents to ascertain reasons of U turn by the Collector by proposing the Lease Termination suddenly which was not under the understanding with the Petitioner Society in the meeting dated 16.09.2022 and also to call for the records of follow up action after the illegal and ex-parte secret kind of proposal of lease termination when the Society was under expectation of getting settlement of 12.25 decimal land as decided in the meeting dated 16.09.2022.*

*(iii) To hold and declare all action against the lease to be illegal and without jurisdiction and also to hold any action of lease termination to be illegal and exp-parte liable to be set aside.*

*(iv) To issue writ in the nature of certiorari for quashing the Letter No. 5037 dated 15.07.2023 issued by the Collector, Patna*



*alongwith all future consequential action and decision on the ground that the impugned letter dated 15.07.2023 had been illegal to the extent of taking U turn from the decision taken in compliance of the order dated 11.08.2022 in C.W.J.C. No. 10872/2022 committing breach of legitimate expectation of the society for allotment of 12.25 decimal alternative land for working of the Cooperative Society having employees of Hon'ble High Court, Assembly, Secretariat as its member.*

*(v) To issue writ in the nature of certiorari Letter No 436 dated 12.08.2023 from the office of the Divisional Commissioner, Patna proposing termination of lease which is already Renewed for 30 years with effect from 05.05.2006 vide Land Revenue Department Letter No. 100(6) dated 24.01.2008 and also for quashing of the Letter No. 1676 dated 22.08.2023 seeking eviction of the Cooperative Society from its building without complying the decision in the meeting dated 16.09.2022 and its decision under Memo No. 6003 dated 07.10.2022 for providing alternative land.*

*(vi) To direct the Building Construction Department as well as Land Revenue Department that in view of Lease renewed for 30 years the secret and unilateral proposal of Lease Termination in view of to its Renewal to take steps to provide alternative land 12.25 decimal as*



*decided in the meeting dated 16.09.2022 with all the officials and the Representative of the Petitioner Society.*

*(vii) To hold and declare that the liberty to avail alternative remedy as observed by the Hon'ble Court in the order dated 01.08.2023 was already frustrated due to the Letter No. 5037 dated 15.07.2023 by the Collector, Patna seeking termination of lease which amounted to ending all the prospect of getting alternative land which was subject of the writ petition.*

*(viii) To hold and declare that the action of the Authorities is in breach of doctrine of legitimate expectation and the principle that the Authorities are bound by the representation made to the public at large as held by the Hon'ble Supreme Court.*

**3.** The dispute between the parties has had an interesting journey, although chequered. However, without going into the complexities of the issues involved in the present writ application, on the prodding of this Court, both the petitioner society as well as respondent-State have amicably settled all their disputes by agreeing to the following terms and conditions:

(i) In lieu of all the reliefs claimed by the petitioner society, the respondent-State (Building Construction



Department) has agreed to allot a total of 4 (four) flats in one block to the petitioner society in the officers flat at New Punaichak, Patna for operating its office;

(ii) The above alternative accommodation will be given by the respondent-State (Building Construction Department) in a liveable/workable condition to the petitioner society and all expenses for making the accommodation liveable and functional shall be borne by the respondent-State;

(iii) The above alternative accommodation shall be handed over to the petitioner society on or before 31<sup>st</sup> May, 2025;

(iv) The petitioner society will vacate the current building/office at Gardanibagh, Patna and fully and finally shift in the above provided alternate accommodation within 45 (forty five) days from the date of the accommodation being handed over to the petitioner society.

4. Both the parties i.e. the petitioner society and the respondent-State are now bound by the above terms and conditions. Accordingly, the present writ application is being disposed of under the aforesaid terms and conditions mutually agreed between the petitioner society and the respondent-State. Pending I.A., if any, will deemed to have been disposed of.



6. Before parting with this case, this Court would like to record its appreciation of the efforts put in by learned Advocate General appearing for the State and also the learned Senior Counsel, Mr. Anand Kumar Ojha appearing for the petitioner society for taking extra efforts to amicably settle this long pending dispute.

(Alok Kumar Sinha, J)

kiran/-

|                   |             |
|-------------------|-------------|
| AFR/NAFR          | N/A         |
| CAV DATE          | 08.05.2025. |
| Uploading Date    | 12.05.2025. |
| Transmission Date | N/A         |

