

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.223 of 2019

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Raghubir Sahani son of Late Janak Sahani, Resident of Village- Barkagaon,
Tole- Mathian, P.O.- Kulwara, P.S. Karja, District- Muzaffarpur.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors
2. The Principal Secretary, Revenue and Land Reforms Department,
Government of Bihar, Patna.
3. The District Magistrate, Muzaffarpur, District- Muzaffarpur.
4. The District Land Acquisition Officer, Muzaffarpur, District- Muzaffarpur.
5. The Circle Officer, Marwan, District- Muzaffarpur.
6. The Circle Inspector, Marwan, District- Muzaffarpur.
7. The Revenue Karamchari, Halka No. 1, Marwan, District- Muzaffarpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Awnish Kumar, Adv. Mr. Vikash Kumar Singh, Adv. Mr. Kumar Gaurav, Adv.
For the Respondent/s	:	Mr. Raj Kishore Roy- GP-18 Mr. Navnit Kumar, AC to GP-18

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CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN
ORAL ORDER

4 23-01-2025 Heard Learned Counsel for the petitioner and

Learned Counsel for the State.

2. The present writ petition has been filed for quashing the land verification report in respect of land of the petitioner pertaining to Khata No. 1058/5250, Plot No. 9680 and Khata No. 9733/5250, Plot No. 9681 measuring an area of 91 and 30 decimals respectively situated in village and Mauza- Barkagaon, Thana No. 129 out of which the Respondents have acquired 18 decimals of land for construction of approach road



and RCC bridge of N.H. 20/21 on the ground that for the purpose of payment of compensation to the petitioner, the nature of land has been mentioned as Dhanhar and Bhith in the said report whereas for the purposes of registration to others, the nature of the land as per the Respondents' record is commercial. The further prayer has been made in the form of issuance of mandamus, directing the Respondent Authorities for payment of raised compensation to the petitioner after ascertaining the nature of land correctly as per the records on deduction of any amount of compensation already received by the petitioner.

3. Learned Counsel for the petitioner submits that the petitioner's land, which has been acquired and payment has been made on lesser value whereas the land, which has been acquired, having commercial nature as the State Government charged money/fee during the registration of sale deed, treating it as a commercial land. However, the compensation has been given of the land as Dhanhar or Bhith. Due to this reason, the petitioner has raised objections before the concerned authority .

4. Learned Counsel for the State, on the other hand, submits that the petitioner's claim is incorrect. The petitioner's land has been acquired by the State for the construction of a State Highway under the Bihar Raiyati Bhumi Lease Niti, 2014



(hereinafter referred to as Policy, 2014) prepared by the Revenue and Land Reforms Department and the Land Acquisition Directorate of Bihar.

5. After going through the pleadings, this Court has also gone through the provision of Policy, 2014, which indicates that the said Policy, 2014 is basically a subordinate legislation under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 [Act No. 30 of 2013] (hereinafter referred to as RFCTLARR Act, 2013). It has been indicated in the said policy that, by exercising powers under Section 104 of the RFCTLARR Act, 2013, the State of Bihar has prepared this Policy, 2014. Since the said policy is subordinate legislation under the RFCTLARR Act, 2013, the provisions of the RFCTLARR Act, 2013 shall apply on Policy, 2014.

6. It also transpires to this Court that the Specification of Terms and Conditions for perpetual lease for Raiyati land in the light of the Policy, 2014, clause-5, categorically indicates as follows :-

“ Schedule

Part-II

(Specification of Terms and Conditions)

5. *No claim, regarding the compensation amount taken by the concerned Raiyat/Raiyats after the execution of the*



lease, will be entertained for higher amount or otherwise
(Explanation: Raiyat/Raiyats hereinafter called the lessor,
which expression shall, where the context so admits or implies,
include his successors, heirs or descendants, executors,
representatives, administrators, assigns). ”

7. Admittedly, the present case has been filed for the enhancement of the compensation amount. Annexure-D of the counter affidavit is basically an affidavit filed by the petitioner, stating that he is willing to enter into a perpetual lease agreement with the State concerning his land. This makes it evident that the petitioner has handed over the land to the Government under the said Policy, 2014. Therefore, the terms and conditions of the Policy, 2014 are binding on the petitioner

8. Accordingly, this Court is of the firm view that the petitioner has no case. Hence, the writ petition stands dismissed.

(Dr. Anshuman, J.)

Aman Kumar/-

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