

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.439 of 2026
In
Civil Writ Jurisdiction Case No.20627 of 2025

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1. The Bihar State Cooperative Land Development Bank Budh Marg, Patna, through its Managing Director.
 2. The Chairman, Bihar State Cooperative Land Development Bank Budh Marg, Patna.
 3. The Managing Director, The Bihar State Cooperative Land Development Bank Budh Marg, Patna.

... .. Appellant/s

Versus

1. Mithilesh Kumar Singh Son of Late Ram Ratan Singh, Resident of Village Gotpa, P.S.- Rohtas, District- Rohtas.
2. The Under Secretary, Bihar Legislative Council, Patna.
3. The District Magistrate, Patna.
4. The Sub Divisional Officer, Patna Sadar, Patna.
5. The Senior Superintendent of Police, Patna.
6. The Deputy Superintendent of Police (Reserve), New Police Line, Patna.
7. The Officer in Charge, Sachivalay Police Station, Patna.

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Rajesh Prasad Choudhary, Advocate
For the Respondent/s : Mr. Bindhyachal Singh, Sr. Advocate

CORAM: HONOURABLE MR. JUSTICE RAJIV ROY
ORAL ORDER

2 20-05-2026 This matter has been taken up by the Civil & Criminal Application Motion Bench during the summer vacation through virtual mode.

2. Heard Mr. Rajesh Prasad Choudhary, learned counsel for the appellant, Mr. Bindhyachal Singh, learned Senior counsel duly assisted by Mr. Mayank Rukhaiyar for the respondent no. 1, Mr. Sunil Kumar Singh for the respondent no.



2 as also the State.

3. The present appeal has been preferred for:

“against the interim order dated 15.05.2026 passed in C.W.J.C. No. 20627 of 2025 by Hon'ble Mr. Justice Ajit Kumar whereby and whereunder the appellants have been directed to allow the writ petitioner to run his business in the Shop in question and directed to open the Shop in presence of the petitioner by authorizing the Magistrate to unlock the premises by following due process of law and after opening the same, the same shall be handed over to the petitioner. The order dated 15.05.2026 has been passed taking into consideration the earlier order dated 28.01.2026 passed by Hon'ble Mr. Justice Anil Kumar Sinha and the order dated 27.04.2026 passed by his lordship Hon'ble Mr. Justice Ajit Kumar himself.”

4. The brief facts of the appeal is/are as follows:

5. CWJC No. 20627 of 2025 [Mithilesh Kumar Singh vs. The Bihar State Cooperative Land Development Bank & Ors. (henceforth for short, the Bank)] is/was preferred



with the following relief:

“i. for issuance of an appropriate writ(s)/ order(s) setting aside order dated 02/12/2025 as contained in Memo No. 6075 issued by Respondent No. 5 whereby and where-under Respondent No. 5 has deputed a police team to forcibly evict the Petitioner from the property leased out to him as back as in the year 1979.

ii. for a direction for restraining the Respondents from interfering with peaceful possession of the petitioner's over the demised premises, otherwise than in accordance with law.

iii. for issuance of an ad interim injunction staying the operation of Memo No. 6075 dated 02/12/2025 till the disposal of the present Writ Application.”

6. The said matter was earlier taken up on **28.01.2026** and the first Writ Court (**Hon’ble Mr. Justice Anil Kumar Sinha**) passed the order. Paragraph nos. 5 to 7 of the said order read as follows:

“5. Having heard learned counsel for the parties and taking into consideration the facts and



circumstances in totality, two weeks time is granted to the respondent-Bank to file counter affidavit.

6. Till further order, the operation of the impugned letter dated 02.12.2025 bearing Memo No. 6075 (Annexure -P/2) shall remain stayed subject to the condition that the petitioner shall deposit a sum of Rs. 14,00,000/- towards rent within a period of ten days from today.

7. Put up this case after two weeks i.e. on 12.02.2026 at the top of the list under the heading “For Admission”.

(emphasis added)

7. The writ petition was again taken up by the second Writ Court (**Hon’ble Mr. Justice Ajit Kumar**) on **15.05.2026** when the Managing Director of ‘the Bank’ was present in the Court.

8. The order dated **15.05.2026** passed by the second Writ Court stands incorporated as under:

“Pursuant to the order dated 28.01.2026, this Court had directed the petitioner to appear before the Managing Director, Bihar State Cooperative Land Development Bank for



depositing a bank draft of Rs. 14,00,000/- as against the quantified arrears of rent to the tune of Rs. 26,32,000/-.

2. Today when this matter was called out, it has been apprised by the parties that the amount has been deposited with Bihar State Cooperative Land Development Bank but, for unexplained reason, the lock, which has been put on the shop of the petitioner, has not been opened.

3. This matter was heard at length.

4. Counsel, appearing on behalf of the Bihar State Cooperative Land Development Bank, submits that the amount, which was quantified as an arrears of rent, is not the actual rent, which this petitioner is liable to pay rather, the rent, which was fixed by the Rent Controller in the year 2019, was required to have been paid.

5. Such submission of Sri Rajesh Choudhary, counsel for the Bihar State Cooperative Land Development Bank, has seriously been opposed by Sri Bindhyachal Singh, senior counsel, who appears on behalf of the



petitioner, by submitting that since the issues have already been crystallized by this Court vide order dated 28.01.2026 passed in this case and that order having not been challenged by the respondents and, in compliance of such order, the amounts have also been deposited, now there may not be any reason for not allowing the petitioner to run his business.

6. Insofar the fixation of rent in respect of shop, in question, on the basis of rent fixed by the Rent Controller is concerned, which is left open to be decided on the next date and, in the meantime, in order to allow this petitioner to run his business in the shop, the Managing Director, whose appearance was directed by this Court, who has appeared, in person, and this order is being passed in his presence, it is expected that by Wednesday (20.05.2026), the shop shall be opened in presence of the petitioner by authorizing the Magistrate to unlock the premises by following due process of law and after opening the same, the same shall be handed over to the petitioner.



7. Post this case on 15.06.2026.”

(emphasis added)

9. Aggrieved by the said order dated **15.05.2026**, the present appeal has been preferred by ‘the Bank’.

10. Learned counsel for the appellant submits that from the day of his entry in the premises, the writ petitioner never paid any rent and in that background and pursuant to the direction given by one of the committee of the Bihar Legislative Council, steps were taken for his eviction.

11. The further submission is that even the order dated **28.01.2026** passed in the writ petition was not complied inasmuch as the draft of Rs. 14,00,000/- was not submitted within the period of ten days rather on 28.04.2026 and as such, the said order passed by the first Writ Court has got no value.

12. The submission is that the second Writ Court’s order dated **15.05.2026** by which direction has been issued to unseal the premises of the petitioner will seriously prejudice the cause of the appellants. As such, the same needs interference.

13. The stand of the respondent no. 1 on the other hand is/are that:

(i) they dutifully prepared the draft in favour of the bank (of Rs. 14,00,000/-) on 05.02.2026 (the



statement has been made in paragraph-10 of the second supplementary affidavit);

(ii) it was presented before 'the Bank' but they refused to accept it (paragraph-11 of the supplementary counter affidavit);

*(iii) worse, despite the order of the first Writ Court dated **28.01.2026** which was passed in the presence of learned counsel representing the Bank, it was sealed on the very same day (28/01/2026);*

*(iv) aggrieved by the defiance of the order dated **28.01.2026**, **MJC No. 357 of 2026 (Mithelesh Kumar Singh vs. Bihar State Cooperative Land Development Bank)** has already been filed in which the present appellant has appeared through learned counsel **Mr. Rajesh Prasad Choudhary** and has accepted the notices."*

14. He, as such, submits that the order dated **15.05.2026** need no interference.

15. Having heard the parties and gone through the orders dated **28.01.2026** and **15.05.2026** passed by the Writ Courts, the facts that need to be recorded is/are that:

(i) the 28.01.2026 order was very clear, the



operation of the order vide memo no. 6075 dated 02.12.2025 shall remain stayed, if the petitioner pays a sum of Rs. 14,00,000/- towards rent within a period of ten days;

(ii) the writ petitioner prepared a draft of Rs. 14,00,000/- dated 05.02.2026 which is within ten days.

16. Though there is dispute with regard to the submission of the draft inasmuch as while the writ petitioner's case is that it was refused by 'the Bank', the contention of the appellant is that they never presented it. However, this Court has taken note of the fact that the draft was prepared within a period of ten days.

17. This Court has further taken note of the fact that the 28.01.2026 order passed by the first Writ Court has not been challenged by the appellant herein. In that background, the second Writ Court in its order dated 15.05.2026 having taken note of all these facts was fully justified in directing the appellant to unseal the shop of the writ petitioner by 20.05.2026.

18. The Writ Court has posted the matter for 15.06.2026, which is the opening day after the summer vacation where all the points raised by the writ petitioner as also 'the Bank' beside the other respondents can very well be taken care



of by it. In that background, the order dated 15.05.2026 needs no interference.

19. Having recorded the aforesaid facts, this Court is also of the opinion that since the writ petitioner himself has accepted that the arrears to the tune of **Rs. 26,32,000/-** is pending as has been recorded in Writ Court's order dated 15.05.2026, he is duty bound to immediately submit the second bank draft of **Rs. 12,32,000/-** and the process has to be completed by **31st of May, 2026**.

20. If 'the Bank' fails to accept it, the writ petitioner is again duty bound to send the same through the registered post/Speed post and the receipt of which alongwith the copy of the draft must be filed before the writ Court by an affidavit when the matter is taken up on 15.06.2026 after service of copy to the learned counsel representing 'the Bank' so that he may be apprised of the fact that the draft has been prepared and it was submitted/refused/sent through speed post.

21. At this stage, Mr. Rajesh Prasad Choudhary submits that the quantified amount which the writ petitioner is referring to (**Rs. 26,32,000/-**) is not the amount accepted by them and they have brought it on record in their counter-affidavit dated 11.02.2026 (Annexure-R1/Q) to show that it is



actually **Rs. 1,06,60,625/-** as on **28.02.2026**.

22. These are the facts which is/are to be looked into by the Writ Court. For the present, the writ petitioner is duty bound to clear the amount of **Rs. 12,32,000/- by 31st of May, 2026**.

23. This Court makes it clear that the Writ Court's order/direction dated **15.05.2026** has to be complied by the appellants herein as it has not been interfered with.

24. With the aforesaid observation, the present appeal stands disposed of.

(Rajiv Roy, J)

Adnan/-

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