

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9378 of 2025

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Kundan Kumar son of Sahdev Mukhiya, resident of Ward No. 6, Barbanna
P.O. Maryganj P.S. Raniganj, District - Araria.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Additional Chief Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
3. The Project Officer-cum- Additional Director, Urban Development and Housing Department, Government of Bihar, Patna.
4. The District Magistrate, Araria, District - Araria.
5. The Nagar Panchayat, Raniganj, P.O. and P.S. Raniganj, District - Araria through the Executive Officer.
6. The Executive Officer, Nagar Panchayat, Raniganj, P.O. and P.S. Raniganj, District -Araria.
7. Murli Manohar Singh son of Ramchandra Singh, Resident of village-Barbanna, P.O. Maryganj, P.S. Raniganj, District - Araria.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.S.B.K.Mangalam, Advocate
For the respondent no.7	:	Mr. N. K. Agrawal, Sr. Advocate
		Mr. Kumar Rajeev, Advocate
For the State	:	Mr. Prabhakar Jha, G.P.-27
For respondent nos. 5&6:		Mr. Rajesh Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJIV ROY
ORAL ORDER

7 17-03-2026 Heard Mr.S.B.K.Mangalam, learned counsel for the

petitioner and Mr. N. K. Agrawal, learned Senior Counsel for

respondent no.07 as also learned G.P.-27.

2. The present petition has been preferred for the

following relief/s:

*(i) for issuance of an appropriate writ in the

nature of CERTIORARI for quashing the*



order dated 30.05.2025 issued under the signature of the Respondent no.3 and contained in his letter no.2077 dated 30.05.2025, whereby and where under the Respondent no.3 has been pleased to direct the Respondent no.6 to cancel the settlement of Sairat namely Bus Stand Raniganj in view of enquiry report submitted by the Respondent no.4 and for settlement of aforesaid Sairat by holding a fresh auction in accordance with law maintaining full transparency etc.;

(ii) for issuance of an appropriate writ in the nature of CERTIORARI for quashing the order dated 30.05.2025 Issued under the signature of the Respondent no.6 and contained in his memo no.227 dated 30.05.2025 whereby and where under the Respondent no.6 has been pleased to set aside the settlement of Sairat namely Raniganj Bus Stand in favour of the petitioner in the auction held on 26.03.2025



on the ground that if by virtue of an open auction, the aforesaid Sairat was settled in favour of the petitioner and he had already deposited the requisite amount, the impugned order passed by the Respondent nos. 3 and 6 without any notice and opportunity of hearing to the petitioner cannot be sustained in law and is, therefore, fit to be set aside;

(iii) for issuance of an appropriate writ in the nature of MANDAMUS commanding and directing the Respondent Authorities to allow the petitioner for collection of the Sairat namely Raniganj Bus Stand as he was doing with effect from 1" April, 2025 after deposit of requisite amount for which the Sairat is settled in favour of the petitioner;

(iv) for issuance of any other appropriate writ/writs. order/orders, direction/directions for which the writ petitioner would be found entitled under the facts and circumstances of the case.



3. The matter relates to **Barbanna Hat and Raniganj Bus Stand** pursuant to the notice/advertisement issued by **Nagar Panchayat, Raniganj, Araria** dated **03.03.2025**.

4. It is the case of the petitioner that he being the highest bidder for the Raniganj Bus Stand, after making payment of Rs. 12,84, 484/- and Rs.2,57,457/- as security deposit amount and the execution of the agreement, the letter no. 151 dated 29.03.2025 was issued by the Executive Officer, Nagar Panchayat, Raniganj allowing the petitioner to realize the rent between 01.04.2025 to 31.03.2026.

5. The submissions is that later, in came a letter from the **Urban Development and Housing Department, Bihar, Patna vide memo no. 2077 dated 30.05.2025** issued by the **Additional Director** (Annexure-P/9 to the writ petition) and immediately thereafter, without issuance of any notice/show cause, on the same day, (30.05.2024) **vide memo no. 227 dated 30.05.2025**, the **Executive Officer, Nagar Parishad, Raniganj**, annulled the said authority letter issued on **29.03.2025**.

6. The contention is that admittedly, he participated in a bid, one Murli Manohar Singh (respondent no.7) was having criminal antecedent, Araria withdrew his character certificate and as such he was debarred from participating in the bid.



Peeved by that, he made complaint which led to order in question.

7. The submission is that when a valid agreement took place following the petitioner highest bidder and payment of amount without issuance of notice which led to annulment of the authority letter within a period of two months , definitely not only led to huge economic loss to the petitioner it lowered his image in the society.

8. Counter affidavit has come on behalf of the respondents and the contention is that Murli Manohar Singh was ousted from the auction in the light of applications of amongst others the present petitioner who actually was found to be working in the office of Raniganj Nagar Panchayat as I.T. boy and thus was ineligible to participate in the auction.

9. Learned counsel for the petitioner submits that his submission be recorded that the petitioner, Kundan Kumar is/was not serving in the office of the Nagar Panchayat, Raniganj.

10. Learned Senior Counsel, Mr. N.K.Agrawal, representing the respondent no.7 submits that the period was 01.04. 2025 to 31.3.2026, it is already coming to an end and fresh bidding will be taking place for 01.04.2025 to 31.3.2026.



Thus, the petitioner will have ample opportunity to participate in it, (if his contention is that he has never been an employee of the Nagar Panchayat, Raniganj is correct).

11. Having heard the parties, this Court is of the opinion that once the petitioner was declared the highest bidder, payment made, agreement executed, authority letter issued for 01.04.2026 to 31.03.2026, the least that was expected from the Executive Officer, Nagar Panchayat, Raniganj (who was signatory to the said agreement/authority letter) to serve a proper notice/show cause before passing the order in question. Merely because the department sent a letter, without the issuance of notice and/or providing opportunity to the petitioner, passing of the order definitely is in the teeth of the law of land.

12. Since the Executive Officer, Nagar Panchayat, Raniganj is the signatory to the said letter/memo no. 227 dated 30.05.2025, he will have to face the music.

13. The order vide **memo no. 227 dated 30.05.2025** issued by the **Executive Officer, Nagar Panchayat, Raniganj** which was released without the service of notice to the petitioner stands quashed. Further, the Executive Officer, Nagar Panchayat, Raniganj shall be paying Rs.10,000/- to the petitioner for the loss, he has suffered both mentally and



economically. However, the existing process of realization of amount from the Bus Stand shall continue till 31.03.2026 as it has been informed that new bidding is taking place. Those who will be successful will be taking charge from 01.04.2026.

14. Learned counsel for the petitioner submits that the bid amount and the security amount are pending before the Nagar Panchayat, Raniganj and he had the fruits of the said agreement/authority letter only for two months between 01.04.2025 to 30.05.2025.

15. In that background, the Executive Officer, Nagar Panchayat, Raniganj shall be returning the rest over the amount for the ten months, the petitioner claims to have been debarred from realizing. The petitioner shall be providing the details to the Executive Officer, Nagar Parishad, Raniganj to support his contention. The Executive Officer, Nagar Parishad, Raniganj shall be verifying the documents to be submitted by the petitioner and the report so presented before him/her so that the decision on the return of the bid amount/security amount for 10 months takes place in next four weeks.

16. It is made clear that the admitted amount has to be paid within a period of four weeks failing which the petitioner shall be entitled to 6% interest on the amount till the



actual payment is made and that that has to be paid from the pocket of the Executive Officer, Nagar Panchayat, Raniganj.

17. With the aforesaid, the writ petition is disposed of.

(Rajiv Roy, J)

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