

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVIEW No.271 of 2023

In
Civil Writ Jurisdiction Case No.12726 of 2017

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Rakesh Kumar Singh @ Surendra Kumar Singh Son Shri Ramrit Singh,
Resident of Mohalla Mathiya Zirat, West of N, H. 28A, P.O.- Motihari, P.S.-
Chhatauni, District -East Champaran.

... .. Petitioner/s

Versus

1. The Nagar Parishad, Motihari represented through its Executive Officer, Nagar Parishad, Motihari, East Champaran.
2. The Executive Officer, Nagar Parishad, Motihari, East Champaran.
3. The Chairman, Nagar Parishad, Motihari East Champaran.
4. The Empowered Standing Committee of Nagar Parishad, Motihari, East Champaran, represented through its Chairman, Nagar Parishad, Motihari, East Champaran.
5. The District Magistrate, East Champaran.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Santosh Bharti, Advocate
For the Opposite Party/s : Mr. Raghwanand, Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

6 09-01-2026

1. Heard learned counsel for the petitioner.

2. The learned counsel for the petitioner submits that CWJC No. 12726 of 2017 was filed by the petitioner seeking quashing of the order dated 18.05.2016 contained in Memo No. 1073 issued under the signature of Executive Officer, Nagar Parishad, Motihari, East Champaran whereby the lease deed entered in between the college of the petitioner and the respondent no. 2 was cancelled with effect from 18.05.2016. It is next submitted that the grounds, on which the order



cancelling lease deed was challenged, was for the reason that the order was passed without hearing the petitioner. It is also submitted that the lease agreement in between the petitioner and the Nagar Parishad, Motihari was entered in the year 1983 whereby 1 bigha 2 katha 14 dhur land of the Nagar Parishad was leased to the petitioner for opening a college. It is submitted the lease was valid for 30 years with a renewal clause. It is further submitted that the lease deed came to an end in the year 2013 and in the year 2016, the lease was cancelled. It is also submitted that in terms of the lease agreement, the rent was also not paid to the Nagar Parishad from 2009 nor any application seeking renewal was sought. It is further submitted that the learned counsel for the petitioner who appeared before this Court in the instant case on 16.03.2023 sought permission to withdraw the writ application, accordingly the writ application was permitted to be withdrawn by an order dated 16.03.2023. It is next submitted that it is in this context that the instant review application has been filed for recalling the order dated 16.03.2023 in CWJC No. 12726 of 2017.

3. After perusing the review application, it manifests that the learned lawyer who had appeared in the writ application has not filed the instant review application rather the review



application has been filed by a different lawyer on the ground that the learned lawyer who had appeared initially in the writ application inadvertently withdrew the writ application.

4. The Court is not satisfied with the explanation furnished by the learned counsel appearing in the review application, more so, when the learned counsel who had appeared in the writ application is still in practice.

5. After hearing the learned counsel appearing in the review application, **the Court finds no merit in the same and thus the review application is dismissed.**

(Satyavrat Verma, J)

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