IN THE HIGH COURT OF JHARKHAND AT RANCHI

W.P.(C) No. 6760 of 2026

M/s Abhishek Enterprises, through its owner Amrendra Kumar Sinha, Son of Late Devnandan Prasad, Resident of at present New Deputy Commissioner Officer Campus Canteen, P.O.-Chaibasa, P.S.-Sadar, District- Singhbhum West

……Petitioner

Versus

1. The State of Jharkhand.
2. The Deputy Commissioner, Singhbhum West at Chaibasa, P.O.-Chaibasa, P.S.-Sadar, District- Singhbhum West.
3. Sub Divisional Magistrate-cum-Competent Authority, J.G.P. at Chaibasa, P.O.-Chaibasa, P.S.- Sadar, District-Singhbhum West

……....Respondents

WITH

W.P.(C) No. 4616 of 2025

M/s Abhishek Enterprises, through its owner Amrendra Kumar Sinha, Son of Late Devnandan Prasad, Resident of at present New Deputy Commissioner Officer Campus Canteen, P.O.-Chaibasa, P.S.-Sadar, District- Singhbhum West

……Petitioner

Versus

1. The State of Jharkhand
2. The Deputy Commissioner, West Singhbhum, P.O.-Chaibasa, P.S.-Sadar, West Singhbhum, Jharkhand.
3. The District Sub-Election Officer, West Singhbhum, P.O.-Chaibasa, P.S.-Sadar, West Singhbhum, Jharkhand.
4. The District Nazarat Deputy Collector, West Singhbhum, Collectorate Officer, Collector P.O.-Chaibasa, P.S.-Sadar, West Singhbhum, Jharkhand.

…….Respondents

CORAM : SRI ANANDA SEN, J.

For the Petitioner(s) : Mr. Rajendra Pd. Gupta, Advocate
For the Respondent(s) : Ms. Omiya Anusha, A.C to A.A.G.

….....

03/08.09.2026: By filing these writ petitions, the petitioner has sought for following reliefs :-

i. *"For issuance of an appropriate writ, particularly a writ of certiorari, for quashing Memo No. 375 dated 04.07.2026 passed by the Sub-Divisional Magistrate-cum-Competent Authority, J.G.P., Chaibasa in J.G.P. Case No. 1/2026, whereby the Petitioner has been directed to vacate the canteen premises and police assistance has been directed for his eviction.*

ii. *For issuance of an appropriate writ, particularly a writ of certiorari, for quashing Letter No. 174 (Nazarat) dated 19.03.2025, whereby the Petitioner has been directed to deposit a sum of ₹13,40,000/- towards rent of the canteen premises.*

iii. *For issuance of an appropriate writ, particularly a writ of mandamus, directing the Respondents to determine, adjust and/or pay the lawful dues payable to the Petitioner towards the food and eatables supplied by his canteen to various offices of the Collectorate since 2019."*

2. The petitioner was permitted by the District Magistrate-cum-Deputy Commissioner, West Singhbhum, Chaibasa, vide Memo No. 67/A dated 02.03.2019, to run a canteen in the premises on a monthly rent of Rs. 20,000/-. Pursuant thereto, an agreement was executed for running the canteen for seven years, and the petitioner claims to have deposited Rs. 10 lakhs towards the construction of the canteen. Since 2019, the petitioner supplied food, snacks, tea and other eatables to various offices in the Collectorate and raised bills for the same. The respondents, however demanded rent from the petitioner, initially quantified at Rs. 11,20,000/- up to March 2024 and subsequently at Rs. 13,40,00/- up to March 2025, without adjusting the petitioner's alleged outstanding bills. The petitioner claims that substantial amounts remained payable to him towards supplies, including Rs.9,05,756/- towards the District Control Room/District level work-shop, Rs. 4,96,756/- towards the District Election Office and Rs. 2,62,180/- towards the District Welfare Office. He further asserts that Rs. 8 Lakhs had already been paid towards rent on 24.08.2022. Despite his representations seeking adjustment of the alleged dues against the rent, the Respondents initiated Certificate proceedings for recovering rent and ultimately vide Memo No. 375 dated 04.07.2026, directed eviction of the petitioner from the canteen premises with police assistance. The petitioner has consequently challenged the Eviction order and seeks adjustment/

payment of the amounts allegedly due to him for the supplies made to the various Collectorate offices.

3. Learned counsel appearing on behalf of the petitioner submits that petitioner was inducted under seven-year agreement and had invested Rs. 10 lakhs in the construction of the canteen. He submits that respondents cannot selectively recover rent while ignoring the substantial amount allegedly payable to him for supply of food and other supplies made to various government offices since 2019. It is submitted that his repeated requests for adjustment of the claimed dues against the rental liability were not considered. The initiation of the Certificate proceedings and the consequential eviction, without considering his claim and without proper adjudication of the competing monetary liabilities, is alleged to be arbitrary and contrary to the principles of fairness and natural justice.

4. Learned counsel for the State submits that demand of Rs. 13,40,000/- towards the arrears of canteen rent is in accordance with the agreement dated 16.03.2019, under which the petitioner was liable to pay Rs. 20,000/- per month. The petitioner admittedly failed to pay rent from August 2019 to February 2025, despite repeated demands. As regards the petitioner's claim for payment of bills for food and eatables, it is submitted that the bills cannot be paid merely on the basis of unilateral claims. The petitioner was repeatedly directed to produce the work order and supporting documents to establish the supplies made and the amount payable. In absence of the presentation of the bills, the same cannot be processed. It is further submitted that Rs. 8 lakhs had already been paid to the petitioner and steps were taken for processing other duly supported claims, subject to availability of funds. Thus, rental demand is lawful, and the writ petition is devoid of merit.

5. Heard, learned counsel for the parties and perused the materials on record. It is not in dispute that the petitioner was permitted to run the canteen under an agreement stipulating

monthly rent of Rs. 20,000/-. The respondents have demanded the arrears of rent on the basis of said contractual liability. The petitioner, however seek adjustment of the alleged outstanding bills against the rental dues.

6. The claim of the petitioner is disputed and requires verification of work orders, supporting documents, actual supplies made and the amounts payable. The respondents have also stated payment of certain claims. Such disputed questions of fact and monetary claims cannot appropriately be adjudicated by this Court in exercise of writ jurisdiction under Article 226 of the Constitution as it requires evidence to be led by both the parties substantiating their claim.

7. In view of the aforesaid, both the writ petitions are, accordingly **dismissed**. However, the petitioner can avail an appropriate remedy before the competent Civil Court for adjudication of the dispute in relation to the money claim made by him.

(ANANDA SEN, J.)

09th September, 2026
R.S./
Uploaded on 10/09/2026