

(1999) 09 PAT CK 0155
In the Patna High Court
Case No : C.W.J.C. No. 10336 of 1998

Bahuri Mukhia and Another	Vs	APPELLANT
State of Bihar and Others		RESPONDENT

Date of Decision : 06-09-1999

Acts Referred:

Citation : (2000) 1 PLJR 168

Hon'ble Judges : R.N. Prasad, J

Bench : Single Bench

Advocate : Arbind Kumar Singh, for the Appellant; Sudhir Kumar for the State and M/s Abhay Shankar Jha and Shailendra Kumar Singh, for the Respondent

Judgement

R.N. Prasad, J.—For settlement of the Sairat bid was held on 23.7.1996. Respondent no. 4 was the highest bidder and as such settlement was made in his favour for three years with effect from 1.7.1996 to 31.3.2000. The petitioners objected settlement in favour of respondent no. 4 before the Additional Collector. The Additional Collector recommended for cancellation of settlement in favour of respondent no. 4. Subsequently, it was communicated by the Additional Collector vide letter dated 29.8.1997, annexure D to the counter affidavit, that settlement, in favour of respondent no. 4 was cancelled by the order of Commissioner. The respondent no. 4 challenged the order of cancellation dated 29.8.1997 in C.W.J.C. No. 8550 of 1997. The said writ petition was allowed on 17.12.1997 and, thus, the settlement in favour of respondent no. 4 revived by order of this court. The respondent no. 4 also produced the original agreement executed between the parties wherefrom it appears that settlement was made with effect from 1.7.1996 to 31.3.2000. Learned counsel for the petitioners pointed out that the settlement in favour of respondent no. 4 is against the government circular. He pointed out that the petitioners are Mallah by caste and are resident of the village where Sairat is situated. On the other hand learned counsel for the respondent no.4 contended that respondent no. 4 was the highest bidder and, accordingly, it was settled in favour of respondent no. 4. Parwana was issued and

also agreement was executed. The period of settlement will expire on 31.3.2000.

2. On consideration of the submissions and the materials on record as well as deed of agreement it is evident that the deed of agreement was executed and period of settlement has been mentioned. Learned counsel for the petitioners, however, says that the writ petition be disposed of but the petitioners' right for settlement be saved.

In that view of the matter, this writ petition is disposed of. The respondent no.4 is entitled to enjoy the Sairat till 31.3.2000. However, when fresh settlement shall be made the respondents shall consider that the petitioners are resident of the same village where Sairat is situated and shall consider the relevant circular of the government for settlement and shall pass necessary order in accordance with law.