
(2005) 01 JH CK 0021
In the Jharkhand High Court
Case No : Writ Petition (C) No. 175 of 2002

D.A.V. Public School	Vs	APPELLANT
State of Jharkhand and Others		RESPONDENT

Date of Decision : 14-01-2005

Acts Referred:

Bihar and Orissa Public Demands Recovery Act, 1914 — Section 9

Citation : (2005) 2 JCR 256

Hon'ble Judges : S.J. Mukhopadhaya, Acting C.J.

Bench : Single Bench

Advocate : Ananda Sen, for the Appellant; G.P. IV, for the Respondent

Judgement

S.J. Mukhopadhaya, A.C.J.

1. The writ petition was preferred by the petitioner, the DAV Public School, Pakur (hereinafter referred to as the School) against the order dated 14th September, 2001 passed by the second respondent whereby and whereunder the said respondent rejected the application preferred by the petitioner u/s 9 of the Bihar and Orissa (Public Demands) Recovery Act and held that the petitioner is liable to pay rent to the 3rd respondent and the same is recoverable through a certificate proceeding. Further, prayer was made to quash the notice dated 26th December 2001 issued by the 2nd respondent whereby the petitioner was asked to pay a sum of Rs. 3,76,444/- on account of rent payable to the 3rd respondent.

2. Earlier when the case was taken up, this Court offered the parties as to whether they wanted to resolve the issue if the rent is fixed at Re. 1/- per sq. ft. per month for 6557 sq. ft. area i.e. whether the petitioner will pay Rs. 6557/- per month as rent to the Market Committee, Pakur, for the period for which the petitioner was running the school in the Market Committee, Pakur premises. In the meantime, the petitioner was directed to re-validate the Cheque for Rs. 1,75,000/- which the petitioner deposited with the certificate officer, Pakur.

3. Learned counsel for the petitioner submitted that a sum of Rs. 1,75,000/- was

paid in favour of the certificate officer, Pakur for payment to the Agricultural Produce Market Committee (Bazar Samiti) Pakur. He submits that the petitioner has filed an affidavit and has agreed to pay rent at the rate of Re. 1/- per sq. ft. i.e. Rs. 6557/- for the period April, 1998 to July, 2000 when it was in occupation of the premises in question.

4. The Agricultural Produce Market Committee, Pakur has also filed a separate affidavit and has agreed to receive the amount at the rate of Rs. 6557/- per month at the rate of Re. 1 /- per sq. ft. for 6557 sq. ft. area per month. It has further claimed a sum of Rs. 9220/- towards Court-fees and other expenses.

5. Learned counsel appearing on behalf of the school submitted that the school should not be asked to pay the expenses incurred towards the Court-fees etc.

6. Having heard the counsel for the parties, I direct the petitioner to pay a further sum of Rs. 8610/- (rupees eight thousand, six hundred and ten) as rent which is due, by 15th February, 2005. If such amount is paid, the respondent Agricultural Produce Market Committee, Pakur, will settle the dues without insisting the petitioner to pay the Court-fee.

7. If the sum of Rs. 8610/- is deposited by the petitioner by 15th February, 2005, the certificate officer, Pakur will close the proceedings as initiated against the petitioner.

8. With the aforesaid observation and direction, this writ petition stands disposed of. Petition disposed of.