
(2008) 12 JH CK 0005
In the Jharkhand High Court

Jai Prakash Mehta

APPELLANT

Vs

State of Jharkhand and Others

RESPONDENT

Date of Decision : 10-12-2008

Acts Referred:

Citation : (2009) 1 JCR 497

Hon'ble Judges : Dabbiru Ganeshrao Patnaik, J

Bench : Single Bench

Judgement

D.G.R. Patnaik, J.—The petitioner in this writ application has prayed for quashing the letter No. 118 dated 9.6.2008 (Annexure-7) whereby the Deputy Development Commissioner-cum-D.E.O-cum-Secretary, District Board, Hazaribagh/respondent No. 3 has directed the petitioner to vacate 139.76 Sq. Ft. of the building portion which is under the petitioner's possession, within one week from the date of order and with a further direction that on the petitioner's failure to vacate the aforesaid premises, the petitioner's allotment shall be cancelled.

A further prayer has been made for issuance of a direction to the respondent No. 3 to execute an agreement for an area of 262.09 Sq. Ft. of the premises in favour of the petitioner pursuant to the letter dated 3.3.2008 (Annexure-3) and to allow the petitioner to deposit the rent on month to month basis after May, 2008.

2. Petitioner's case in brief is that he was allotted a canteen/godown premises within the District Board campus comprising an area of approximately 453 Sq. Ft. on payment of monthly rent of Rs. 1,350/- with effect from 1.5.2005. The petitioner had been paying the rent regularly since the date of allotment and occupying the said premises for long. Subsequently on 1.3.2008, by Annexure-3, the petitioner was allotted 262.09 Sq. Ft. of the premises for the purpose of commercial use and the rent was fixed for the said premises. The petitioner has been paying the rent regularly since the date of allotment. Now by the impugned order, a direction has been given to the petitioner to surrender an area of 139.76

Sq. Ft. and a further area of 73.50 Sq. Ft. of the allotted area.

3. A counter affidavit has been filed on behalf of the respondent Nos. 2, 3 and 4.

4. Heard counsel for the parties.

5. It is not disputed that the petitioner was allotted an area of 262.09 Sq. Ft. of the building premises for commercial purposes and the rent has also been fixed for the occupation of the premises by the petitioner. The petitioner's contention is that he has been regularly paying the rent ever since the date of allotment though this claim of the petitioner is disputed and would be subject to verification. As regards, the impugned order whereby the petitioner has now been called upon to surrender a portion of the land which has already been allotted to him, allowing him to retain only 122.33 Sq. Ft. of land, it appears as per the submissions of the petitioner that before taking such decision, the petitioner was neither informed nor given any opportunity to explain.

6. Be that as it may, in all fairness it could be appropriate that the petitioner be allowed to continue and retain the originally allotted area of 262.09 Sq. Ft. of land subject, however, to the condition that he pays the monthly rent regularly, and the corresponding agreement in, respect of the allotment made for the 262.09 Sq. Ft. of the premises shall be executed between the petitioner and the concerned authorities of the respondents within one month from the date of this order.

Let it be made clear that any area of land beyond the 262.09 Sq. Ft. allotted to the petitioner, if already surrendered by the petitioner, the respondent authorities shall be at liberty to take appropriate decision regarding such land.

With these observations, this writ application is disposed of.