
(2012) 07 AHC CK 0225
In the Allahabad High Court
Case No : C.M.W.P. No. 36426 of 2012

"Matsya Jivi Sahkari Samiti"

APPELLANT

Vs

State of U.P. and others

RESPONDENT

Date of Decision : 27-07-2012

Acts Referred:

Citation : (2012) 6 AWC 5998

Hon'ble Judges : B. Amit Sthalekar, J

Bench : Single Bench

Advocate : Hans Pratap Singh, for the Appellant;

Final Decision : Dismissed

Judgement

B. Amit Sthalekar, J.—By means of this Writ petition the petitioner has sought a writ, order or direction in the nature of certiorari quashing the notice/order dated 21.3.2012. The facts of the case, according to the petitioner are that he was granted fisheries lease in the year 2006 for a period of 10 years, i.e., from 15.9.2006 up to 14.9.2016 under Para 60-2 (Ka) of the U.P. Gram Sabha, Gram Panchayat and Bhumi Prabandhak Samiti Manual, on a rental of 1,212 per year. In respect of the lease a registered agreement was executed on 3.12.2006. By the impugned notice, the petitioner has been called upon to deposit an amount of Rs. 5,000 per hectare, per annum for the period from 15.1.2006 to 14.5.2008 and Rs. 10,000 per hectare, per annum for the period from 14.5.2009 to 14.9.2016, failing which the lease granted in his favour would be cancelled.

2. From a perusal of the impugned order, it is seen that these directions have been issued in pursuance of a Full Bench decision of this Court in the case of Ram Kumar, Ram Kishore and Nanhey Vs. The State of U.P. and Others , dated 29.9.2005.

3. The contention of the petitioner is that his case does not fall within the conditions laid down by the High Court as the said directions apply only to those leases or renewals which have expired and possession of the pond is to be taken

by 30.6.2009. The submission of the learned counsel for the petitioner is absolutely fallacious.

4. This Court in the case of Ram Kumar and others v. State of U.P. and others, 2009 (107) RD 557, following the principles laid down by Full Bench in Ram Kumar (supra) has laid down the parameters, to be applied for payment of lease rents in the case of grant of fishery leases. Para 8 of the Judgment reads as follows:

8. Accordingly, all the writ petitions are disposed with the following directions:

(1) In those cases where leases or renewals already granted have expired, possession of the pond shall positively be taken back by 30.6.2009.

(2) All the continuing leases or renewals are cancelled except those where lessees (either petitioner or respondent) offer to pay Rs. 10,000 per hectare per year for the unexpired period of lease and Rs. 5,000 per hectare per year for the period of lease till date after adjusting any amount already paid. In some cases learned counsel for the lessees either petitioner or contesting respondent expressed the willingness on behalf of their clients to pay the said amount. Such readiness shall positively be intimated to the Deputy Collector concerned by 30.6.2009 along with the amount as indicated above in respect of the period of lease or renewal till date. If it is so done, then the rent for the unexpired period of lease/renewal @ Rs. 10,000 per hectare per year shall be deposited by 31.12.2009. This direction is being issued in view of the fact that in most of the cases very little period of the lease is left.

(3) The ponds leases or renewals in respect of which have already expired or the ponds in respect of which leases are continuing but the lessees do not give their willingness in writing by 30.6.2009 to occupy and use the pond on payment of the amount at the above rate, shall be advertised for settlement of lease within first fortnight of July, 2009 fixing a date for settlement after about a week from the date on which advertisement appears in the newspaper. The advertisement shall be published in dally Hindi Newspaper Dainik Jagaran or Amar Ujala published from the place nearest from the pond. Leases shall be settled strictly in accordance with the view expressed by the Full Bench and as explained in the body of this judgment, it is further directed that leases shall be settled at least for Rs. 10,000 per hectare per year.

(4) In all those cases where lease/renewal of the lease has expired, possession shall positively be taken by 30.6.2009 as indicated above and damages @ Rs. 10,000 per hectare per year shall also be recovered like arrears of land revenue from the occupants for the period from the date of expiry of lease/renewal till 30.6.2009."

Paragraph 2 of the directions refer to continuing leases or renewals except those where the lessees offer to pay Rs. 10,000 per hectare, per year for the unexpired period of lease and Rs. 5,000 per hectare per year for the period of lease till date

after adjusting any amount already paid. It is in pursuance of these directions that the Impugned order dated 21.3.2012 has been passed by respondent No. 3, Deputy Collector, Rath, District Hamirpur. In view of these facts, I am not inclined to Interfere with the order dated 21.3.2012. Accordingly, the writ petition is dismissed. However, it is open for the petitioner to submit his explanation before the respondent No. 3 in terms of the order dated 21.3.2012.