
(2007) 08 OHC CK 0008
In the Orissa High Court
Case No : Writ Petition (C) No. 12915 of 2003

Mewa Lal Bhagat	Vs	APPELLANT
Vice-Chairman, Cuttack Development Authority and Another		RESPONDENT

Date of Decision : 31-08-2007

Acts Referred:

Citation : (2007) 2 OLR 741 Supp

Hon'ble Judges : M.M. Das, J;B.P. Das, J

Bench : Division Bench

Advocate : K.B. Panda and S.K. Jesthy, for the Appellant; S.B. Panda, S.K. Ray and S.P. Swain, for the Respondent

Final Decision : Dismissed

Judgement

B.P. Das, J.—As all the above three writ petitions arise out of the same fact and involve similar questions, they were taken up together and are being disposed of by this common judgment.

2. In the ground floor of "Jajatikendra Market Complex" at Buxi Bazar, which was constructed by the Cuttack Development Authority (hereinafter referred to as "the CDA"), the Petitioners were given licenses to have temporary stalls and according to the learned Counsel for the Petitioners, the Petitioners are running the said stalls for sale of Chicken. It is alleged by the Petitioners are running actually the CDA allotted vacant space to them and they constructed the stalls by investing their own money after paying the security deposit to the CDA. Under the letters/orders in Annexure-1 to each of the writ petitions, the CDA terminated the licenses granted in favour of the Petitioners forfeiting the security deposits. Being aggrieved, the Petitioners have preferred the above writ petitions.

3. A counter affidavit has been filed by the CDA, to the writ petitions, denying the allegations made therein. The CDA in the counter affidavit, inter alia, stated that the said "Jajatikendra Market Complex" was constructed over a Government land by erstwhile Greater Cuttack Improvement Trust in the year 1981-82. In the

ground floor of the said market complex, space/stalls were allotted to the Petitioners and others on purely temporary basis as licensees. Due to increase of flow of traffic in the approaching road to the premises in question, as inconvenience is being caused to the general public, the CDA felt it necessary to remove the entire row of temporary Stalls in question. It has been further averred that the CDA has constructed 280 numbers of permanent shop rooms in the vicinity of the market complex in question out of which 90 numbers of shop rooms are now remaining vacant, wherein the oustees from these temporary sheds can be rehabilitated and in case the Petitioners want to occupy any of the said shop rooms, then the CDA can consider such allotment in their favour on priority basis on such terms and conditions as would be deemed fit and proper.

4. Considering such assertions made in the counter affidavit, this Court wanted to know from the learned Counsel for the CDA with regard to the price fixed and the terms and conditions for allotment of shop rooms constructed by them, to the oustees, like the present Petitioners. Accordingly the CDA has filed a further affidavit on 3.5.2006, inter alia, stating that the said shop rooms constructed by the CDA can be allotted to the oustees, like the Petitioners, on monthly licence fees basis at the prevailing rate of Rs. 10.50 per sq. ft. and in the event of such allotment, the allottee shall have to make a security deposit equivalent to 24 months license fees and shall have to execute an agreement with the CDA.

5. We have considered the said offer of the CDA and heard Mr. K.B. Panda, learned Counsel for the Petitioners as well as Mr. S.B. Panda, learned Counsel on behalf of the CDA. Learned Counsel for the Petitioners submits that the Petitioners are very poor persons who earn their livelihood solely depending upon the earning from the shops and they will not be able to pay the amount as quoted by the CDA. Further, he contended that it will also not be possible to deposit 24 months license fees as security at one go. After considering the facts of the case, more specifically the fact that the Petitioners are occupying small temporary stalls from where they earn their livelihood, in our considered view, interest of justice would be best served if the monthly licence fees is fixed at Rs. 8.00 per sq. ft. and the Petitioners are directed to deposit such licence fees for four months in advance as security.

6. We, therefore, dispose of these writ petitions with a direction upon the CDA to fix the monthly licence fees @ Rs. 8.00 per sq. ft. and if the Petitioners deposit the licence fees at the above rate for four months within a period of six weeks from today, with the CDA, as security deposit, the CDA will allot the shop rooms, one each to the Petitioners from the newly constructed shop rooms and thereupon an agreement to that effect shall be executed between the CDA and the respective allottees/Petitioners. It is needless to mention that the Petitioners will pay their monthly licence fees regularly to the CDA as per the terms to be fixed in the agreement. On deposit of the security money by the respective Petitioners, the shop rooms allotted in their favour should be handed over to them without waiting for the formal execution of agreements. The Petitioners

shall give the vacant possession of the stalls, which they are occupying within two weeks from the date of taking delivery of the newly constructed shop rooms. The stalls vacated by the Petitioners shall not be further leased out to any one and the CDA shall remove the same soon after its vacation by the Petitioners. Failure on the part of the Petitioners to deposit the security money within the time as indicated above, it is open to the CDA to evict the Petitioners and take possession of the stalls.

7. In view of disposal of the writ petitions with the aforesaid directions, the cost of Rs. 1,000/- imposed on the CDA in each of the writ petitions by order dated 31.3.2006 is waived. All the pending Misc. Cases in the above writ petitions shall also be treated to have been disposed of.

M.M. Das, J.

8. I agree.