
(2003) 12 JH CK 0001
In the Jharkhand High Court
Case No : Writ Petition (C) No. 3228 of 2003

Narad Bauri

APPELLANT

Vs

State of Jharkhand and Others

RESPONDENT

Date of Decision : 19-12-2003

Acts Referred:

Constitution of India, 1950 — Article 14

Citation : (2005) 2 JCR 160

Hon'ble Judges : M.Y. Eqbal, J

Bench : Single Bench

Advocate : M.K. Roy, for the Appellant; K.K. Jhunjunwala, for the Respondent

Final Decision : Dismissed

Judgement

M.Y. Eqbal, J.—Heard Mr. M.K. Roy, learned counsel for the petitioner and Mr. K.K. Jhunjunwala, learned counsel for the respondents State.

2. Petitioner has prayed for quashing the order as contained in Memo No. 1191, dated 17.5.2003 issued under the signature of respondent No. 3 District Fisheries Officer-cum-Chief Executive Officer, Bokaro whereby settlement of pond made in his favour has been cancelled.

3. The facts of the case lie in a narrow compass.

4. Petitioner's case is that Darkonia Bandh situated in Bokaro was settled with him by order dated 4.10.1997. In terms of settlement petitioner was directed to deposit annual rent of Rs. 1670/- for the year 1997-98 and was further directed to get the agreement signed. Petitioner deposited the said amount but agreement was not signed. Petitioner's further case is that he continuously deposited the current rent for the years 1998-99 to 2000-01 and was issued rent receipts. Petitioner said to have peacefully carrying fishing activities in the said pond. All of a sudden respondents have issued letter dated 7.5.2003 informing him that settlement of pond in his favour has been cancelled for non-payment of rent and certificate proceeding has been initiated for the recovery of the rent.

5. Mr. Roy, learned counsel for the petitioner assailed the impugned order of cancellation of settlement of pond as being illegal and wholly without jurisdiction and also violative of principles of natural justice. Learned counsel contended that no notice to show-cause or opportunity of hearing was given to the petitioner before passing the order cancelling the settlement. It is contended that petitioner continuously deposited the rent upto 2000-01 but the respondents without verifying the record and without application of mind issued the said order.

6. The case of the respondents in the counter affidavit is that it was reported by the Field Officer that petitioner has not deposited rent in respect of the said pond. On the basis of the said report show-cause notice dated 26.8.2002 and 25.2.2003 was given to the petitioner requesting him to deposit the rent for the years 2001-02 and 2002-03. The said notice was sent through registered post but the petitioner did not care to deposit the rent. Consequently respondent No. 3 District Fisheries Officer after getting the order from Deputy Com-missioner-cum-Chairman of the Managing Committee cancelled the settlement.

7. Having regard to the pleadings of the parties and the submission made by the learned counsel appearing for the petitioner the only question that falls for consideration is as to whether order of cancellation is violative of principle of natural justice and also whether petitioner in fact defaulted in payment of yearly rent which resulted in cancellation of settlement.

8. It is the specific case of the petitioner that he deposited the rent up to 2000-01, and rent for the period 2000-01. and 2001-02, was not deposited. Respondents have annexed copies of the notice dated 26.8.2002 and 25.2.2003 along with the copies of the registration receipts as Annexures-A, B and C to the counter affidavit. From perusal of the said show-cause, it appears that petitioner was directed to deposit the rent for the periods 2001-02 and 2002-03 within 15 days, failing which settlement shall be cancelled. Admittedly, petitioner did not deposit the said amount. From perusal of registration receipts, it appears that the said show-cause notices were sent by registered post but the petitioner neither deposited the rent nor filed any show-cause. Consequently settlement was cancelled on 17.5.2003 by the order of the Deputy Commissioner who is the Chairman of the Managing Committee. Prima facie therefore the order of cancellation is perfectly legal and valid and no case of violation of Article 14 is made by the petitioner.

9. Be that as it may, in terms of the settlement petitioner was bound to deposit yearly rent in advance every year, which the petitioner failed to do so. In that view of the matter, this Court has no option but to hold that cancellation of settlement of pond is neither illegal or arbitrary nor violative of natural justice.

10. For the reasons aforesaid, no relief can be granted to the petitioner. This writ application, is accordingly, dismissed.