
(2006) 09 PAT CK 0075
In the Patna High Court
Case No : CWJC No. 13355 of 2005

Ravindra Kumar Singh

APPELLANT

Vs

State of Bihar and Others

RESPONDENT

Date of Decision : 05-09-2006

Acts Referred:

Citation : (2006) 4 PLJR 355

Hon'ble Judges : Navaniti Pd. Singh, J

Bench : Single Bench

Advocate : Pramod Mishra and Prafull Chandra Thakur, Satya Prakash Tripathi, for the Appellant; Mithilesh Kumar Singh for Zila Parishad (Resp. Nos. 4 and 6), for the Respondent

Final Decision : Allowed

Judgement

Navaniti Pd. Singh, J.—Heard. The petitioner has come before this Court for a direction to the respondent Market Committee for refunding the amount he had deposited while taking settlement of collection of ground rent for the year, 2005-2006 from the Market Committee. It is not in dispute that the Market Committee advertised calling for offers to take the right to collect ground rent in a particular area. The offer of petitioner was accepted and the petitioner was required to deposit the entire bid amount of Rs. 70,000/- which the petitioner, admittedly, deposited. A Parwana in this regard was issued. It is not in dispute that when the petitioner went to collect ground rent, the District Development Commissioner-cum-Chief Executive Officer of the Zila Parishad, Supaul informed him that Zila Parishad had made settlement of right to collect ground rent with another person and the petitioner was not authorised to collect the same. It is in this dispute as between the Zila Parishad and the Market Committee that petitioner was not permitted to function. Petitioner, under the aforesaid circumstances, has moved this Court for refund of money which he had deposited.

2. The Market Committee has filed its counter affidavit, inter alia, stating that the

said revenue hat which originally belongs to the Zila Parishad was transferred to the Market Committee way back in 1974. It accordingly had authority to collect ground rent and consequently had authority to settle the right of collection in favour of any individual. It committed no wrong.

3. Zila Parishad has also appeared and filed a counter affidavit stating that all the area was not transferred to the Market Committee. Some area was still left with the Zila Parishad on which it could appoint its own person to collect ground rent. It further stated that Zila Parishad was going through a financial crisis and, as such, needed revenue. It had made its own settlement and could not permit the petitioner to collect ground rent.

4. From the two counter affidavits filed by the respondents, one by the Market Committee and the other by the Zila Parishad, it would be seen that the two statutory authorities are fighting amongst themselves with regard to right to collect ground rent. The unfortunate consequence thereof is that the petitioner, who has nothing to do with the disputes as between the said two authorities, is suffering. He has paid the full amount to the Market Committee but has not been permitted by the Zila Parishad to carry out the collections. In such a situation, the petitioner has rightly demanded that his entire money deposited be refunded to the petitioner as the petitioner is not at fault.

5. Having heard the parties and considered the facts, it is clear that the petitioner has been made an innocent victim of circumstances in the fight between the two State instrumentalities. The petitioner has been made to suffer for no fault of the petitioner. In the aforesaid facts, I do not think it is proper to allow Market Committee to digest money which has been paid by the petitioner, with no gain to the petitioner. Accordingly, I direct that all the money that has been paid by the petitioner to the Market Committee to secure the aforesaid settlement be refunded to the petitioner within a month from today failing which Market Committee would be liable to pay interest at the rate of 12% per annum from the day when money was deposited with the Market Committee upto the day of its refund. This order will bind the Market Committee and/or its successor-in-interest and would be obeyed punctually. The Market Committee or its successor-in-interest would sort out the problem with the Zila Parishad before any settlement is made by either party in future so that no confusion arises. With this direction, this writ application is allowed.