
(2011) 08 PAT CK 0119
In the Patna High Court
Case No : CWJC No. 5334 of 2010

Smt. Manju Singh

APPELLANT

Vs

The State of Bihar and Others

RESPONDENT

Date of Decision : 12-08-2011

Acts Referred:

Citation : (2012) 1 PLJR 66

Hon'ble Judges : Jyoti Saran, J

Bench : Single Bench

Judgement

Jyoti Saran, J.—Heard Mr. Sheel Bhadra Jha, learned counsel appearing on behalf of the petitioner and Mr. Ashutosh kumar Singh, learned Assisting Counsel to G.P. 8 for the State.

2. The writ petition was filed seeking directions to the respondent no. 3 the Under Secretary, Minor Irrigation Department for making payment of Rs. 1,54,400/- being the differential rent amount for the period 1.7.1999 to 30.5.2003 (47 months) at the rate of Rs. 1,500/- per month and further rental amount for the period 31.5.2008 to 31.3.2010 at the rate of Rs. 3,200/- per month.

3. It is not in dispute that the premises of the petitioner, situated on Khata No. 89, Khesra No. 1292 of Mohalla-Sanhauli, in the district of Khagaria, was rented to the respondent authority Minor Irrigation Department on 3.9.1994 and an agreement was entered into between the parties (Annexure-1 to the writ petition). It is also not in dispute that by way of mutual agreement, a rental at the rate of Rs. 1,700/- per month was being paid by the respondent department to the petitioner for the period until 30.5.2003 and the petitioner has received the rent at the said rate of Rs. 1,700/- per month.

4. The petitioner filed an appropriate application under the provisions of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982 (hereinafter referred to as the "Act") for fixing a fair rent and the House Controller, vide order issued

on 16.5.2003, placed at Annexure-2 of the writ petition, determined the rent of the premises at the rate of Rs. 3,200/- per month payable with effect from the date of order i.e. 16.5.2003 and thus, the respondents become duty bound to pay the rent of the premises w.e.f. 1.6.2003 at the rate of Rs. 3,200/- per month. On default being made by the respondent towards making prompt and regular payment, the present writ petition came to be filed with a prayer seeking an additional amount of Rs. 1,500/- per month w.e.f. 1.7.1999 until 30.5.2003 and at the rate of Rs. 3,200/- per month for the period thereafter, in the light of the order passed by the House Controller.

5. Learned counsel for the respondents, disputing the claim of the petitioner in so far as his claim for payment of the differential amount of Rs. 1500/- per month w.e.f. 1.7.1999 until 30.5.2003 in the light of the order passed by the House Controller on 16.5.2003 is concerned, submits that as the order was prospective in nature and had been made applicable with immediate effect, hence, following the order the respondents are making payment to the petitioner at the rate of Rs. 3,200/- per month w.e.f. 1.6.2003 and have made payment until 28.2.2011, the last of the payment having been received by him in March, 2011.

6. Learned counsel for the petitioner does not dispute this position but submits that the petitioner, in addition to the aforesaid amount, was also entitled to additional sum of Rs. 1,500/- for the period 1.7.1999 to 30.5.2003.

7. The contentions as advanced by the learned counsel for the petitioner would not be the correct position as emanating from the order of the House Controller as placed at Annexure-2 granting revised rate of rent at the rate of Rs. 3200/- with immediate effect to the petitioner meaning thereby w.e.f. 1.6.2003 and whereafter admittedly the revised rent amount has been received by the petitioner.

8. In view of the position aforesaid, nothing survives in the writ petition and it is disposed of accordingly.

9. It goes without saying that the respondents shall be duty bound to make payment of the rent to the petitioner with all promptness and in a regular manner without, any default.