

Braj Mohan Singh Vs. Ranchi Regional Development Authority Through Its Secretary R.R.D.A. and ors.

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Court : Jharkhand

Decided On : May-12-2006

Reported in : [2007(1)JCR353(Jhr)]

Judge : N.N. Tiwari, J.

Appellant : Braj Mohan Singh

Respondent : Ranchi Regional Development Authority Through Its Secretary R.R.D.A. and ors.

Disposition : Application allowed

Judgement :

ORDER

N.N. Tiwari, J.

1. In this writ application the petitioner has prayed for quashing the office order issued by the respondent No. 2., by his letter dated 13.1.2004 whereby the allotment of the shop made in his favour at the Rock Garden, Kanke, Ranchi has been cancelled with effect from 15th March, 2004 on the ground of violation of terms and conditions of the lease agreement dated 22.1.2002.

2. Petitioner's case is that he was allotted the said shop premises having an area of 500 sq.ft. by virtue of the said lease agreement, on payment of security amount of Rs. 51,000/- and on payment of rent at the rate of Rs. 1500/- per month. As per the terms of the lease agreement, the petitioner raised construction in the premises by investing more than Rs. 2,50,000/- (Rupees two lakh fifty thousand). The plan for the same was approved by the Ranchi Regional Development Authority. The petitioner, thereafter, started his canteen and for that purpose he purchased articles and equipments for more than Rs. 1,00,000/- (Rupees one lakh). Petitioner has been paying rent regularly in accordance with the terms of the agreement. Suddenly, the petitioner was served with a show cause notice dated 22.11.2003 asking the petitioner as to why the allotment made in his favour be not cancelled for violation of the terms and conditions of the agreement. One of the alleged violations was non-payment of the rent of Rs. 1500/- for the month of October, 2003, The petitioner filed his written reply stating, inter alia, that he has paid rent up to the month of December, 2003 and there was no arrear of rent against him. He also stated that due to non-availability of electric connection in the canteen the petitioner could not use refrigerator, coffee machine etc. and requested to provide electric connection without any delay. The Vice Chairman, Ranchi Regional Development Authority, respondent No. 2, thereafter, by his impugned letter No. 31 dated 13.1.2004 cancelled the allotment.

3. Mr. P.P.N. Roy, learned Senior Counsel appearing on behalf of the petitioner, submitted that the impugned order of cancellation is wholly arbitrary, illegal and unjust inasmuch as no cogent reason has been assigned for cancellation of the said allotment. Learned Counsel submitted that a huge amount was invested in constructing the canteen and In purchasing the required articles and equipments and without any valid reason the allotment has been arbitrarily cancelled. Learned Counsel submitted that there is no violation of any of the terms whatsoever and the respondent has no authority to cancel the allotment on the ground of non-payment of one month's rent. Learned Counsel referred to the clause of the agreement, which provides for the cancellation of the allotment for non-payment of rent at the rate of Rs. 1500/- continuously for six months. Learned Counsel submitted that there was neither the express allegation of violation of any other terms nor there are speaking reasons for not accepting the explanation, which has

been rejected observing that it was not satisfactory. Learned Counsel submitted that by the said allotment a valuable right accrued to the petitioner and he has invested a considerable amount of money and as such the respondent has no authority to cancel the said allotment in such mechanical manner.

4. Learned Counsel appearing on behalf of the respondents Ranch - Regional Development Authority, on the other hand, submitted that the shop was allotted to the petitioner on certain terms and conditions and for running a canteen, but without any just reason he did not open the canteen, he did not also pay the monthly rent as per the terms and conditions of the agreement. Learned Counsel submitted that though in the notice there, was mention of non-payment of rent of only one month, the petitioner was guilty of non-payment of rent of several months. Learned Counsel submitted that in the agreement, the period of such six months had been reduced to a period of three months and as such the petitioner's allotment was liable to be cancelled for non-payment of rent for three months.

5. After hearing the parties and on perusal of the documents brought on record, I find no basis for the allegation that the petitioner was guilty of non-payment of rent for more than three months. In the notice dated 22.11.2003 sent by the respondent to the petitioner, as contained in Annexure 6, there is allegation of nonpayment of rent of the month of October, 2003 (Rs. 1,500/-) only. Except that the allegation of breach of other terms and conditions is vague and unspecific. I further find that the petitioner had filed written reply dated 10.12.2003 wherein he had clearly mentioned that he has paid rent up to the month of December, 2003 and there was no arrears of rent and he has further complained that electric connection has not been given to his canteen shop and he could not use his coffee machine etc. He had also prayed for providing electric connection. However, on perusal of the Impugned letter No. 31, dated 13.1.2004 (Annexure 8) It appears that the same were not at all considered and a new ground has been introduced that the petitioner's canteen is closed since the date of its allotment and it has been also vaguely mentioned that the petitioner has breached the terms and conditions of the agreement and that his explanation is not satisfactory. On the said allegation the petitioner's allotment has been sought to be cancelled. The impugned order is mechanical, cryptic and non-speaking and does not conform to the requirement of

principle of natural justice. An order visiting the person with civil consequences and touching a valuable right must be supported by just, legal and speaking reasons. From the impugned order it is not clear as to which term of the agreement has been breached by the petitioner for which his allotment has been cancelled.

6. For the foregoing reasons, I find that the Impugned letter No. 31 dated 13.1.2004 is wholly arbitrary and unsustainable in law and the same is hereby quashed. This writ application is allowed.

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