

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6837 of 2024

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Draupti Devi @ Smt. Draupati Devi W/o Raj Kumar Prasad, R/o Mohalla - Raipura, Repura, P.S.- Bhaldi, Saran, Bihar- 841311, At present address- Indraprasth Colony, Tulsi Nagar, Gola Road, Danapur, Patna, P.S- Danapur, Dist.- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary Health Department, Government of Bihar, Patna.
2. The Additional Director, Health and Family Welfare Bihar State AIDS Control, Society, Patna.
3. The Project Director, Health and Family Welfare Shekhpura, Patna, Bihar State AIDS Control Society, Bihar Patna - 800014.
4. The Joint Director, Health and Family Welfare, Bihar State AIDS Control Society, Bihar Patna.
5. The Finance Assistant, Health and Family Welfare, Bihar State AIDS Control Society, Patna.
6. The Additional Project Director, Bihar State AIDS Control Committee, Shekhpura, Patna Bihar.
7. The Incharge Procurement- Cum- Incharge Stores, Bihar State AIDS Control Committee, Patna, Bihar.
8. The District Magistrate- Cum- Collector, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Buddhi Lal Yadav, Advocate
For Respondent Nos.2 to7:		Mr. Sanjiv Kumar, Advocate
For the State	:	Mr. Sita Ram Yadav, G.P. 16
		Mr. Jitendra Kumar, AC to G.P.16

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CORAM: HONOURABLE MR. JUSTICE ALOK KUMAR
ORAL JUDGMENT

Date : 31-08-2026

Heard learned counsel for the petitioner, learned counsel for the Respondent Nos. 2 to 7 and learned counsel for the State.

2. In the instant Writ petition, the petitioner has prayed for the following relief(s):



“i. For issuances of Writ/ Writs, Order Orders, Direction/Directions, in the nature of Mandamus, commanding the Respondents to immediately Pay the Rent for month of 1 August 2022 to March 2024, total 19 months, house rent has not been paid by the respondents, project director, Bihar State AIDS, Control Society, Bihar, Patna where by and where under earlier invited tenders notice, published in Hindustan Daily Newspaper on dated- 1.4.2022, through the Email: ddprocure__bsacsbihar.gov.in on website: WWW.bsacs.in is issued by the additional project director, Bihar State AIDS Control Committee, Shekhpura, Patna, Bihar and invited an application for godown on rent total area, 4000-4500 Sft. In carpet area in which the pre bid meeting held on 29.4.2022, at 4:00 PM and the last date of tender notice submitted by the bidders on dated 11.5.2022 at about 3:00 PM and date of opening the bid on 11.5.2022 at 4:00 PM in which the area of the premises of their land which is mentioned in the tender notice accordingly the petitioner being the house owner the land of the petitioner which is situated under the tender notice area which is situated add Tulsi Nagar Gola Road Danapur, Patna and the land premises of the petitioner being Khata No. 679, Khesra No.-829, total Rakwa- 7.48 dismal land approx. area, the petitioner was also participated in this said bid thereafter the offer letter was issued by in the name of the petitioner in total area 3940 sft. premises for godown rent was taken away by the respondent out of whom in ground floor 1593.44 sft. area the physical position was taken away by the respondent at the rate of rupees 2290 per sft and amount in rupees 36489.77 per month which was taken away by the respondent with effect from 1 August 2022 and the first-floor total area approx 2300 sft. was taken away with effect from 25



September 2022 the physical position over the said area they godown which was used by the respondent No.-6 but the rent for the said has not been paid by the respondent therefore the petitioner seeking relief for direction upon the respondent particularly to respond and number six to pay these rent total amount rupees 1750783.77/-

ii. For further prayed for direction upon the Respondents either to pay the rent of the said area total 3940 sft. land which is used by the Respondent No.-3, the petitioner after construction the said area as per term and condition of the tender notice the physical position was taken away by the Respondent No.-3 and issued the acceptance letter dated 28.7.2022 in the name of the petitioner, but could not pay the rent therefore the petitioner seeking for direction to the respondent either to pay the rent and vacant to said area forewith after paying the rent as well as the compensation amount with interest 18% per annum with effect from the date of acceptance letter dated 28.7.2022 for development of the said area for godown after construction the entire building work the project, the petitioner was handed over the physical position of thie said area to Respondent No.-3.

iii. For further any other relief/reliefs, order/orders, direction/directions may deem fit and proper in the fact and circumstances of this case.”

3. The grievance of the petitioner is that, pursuant to a tender notice dated 01.04.2022 issued by the Bihar State AIDS Control Society (BSACS) for renting a godown, her premises were selected and physical possession thereof was taken by the Respondents following the acceptance letter/work



order, but despite such possession having continued for about 19 months, no rent whatsoever was paid to her, and despite repeated representations being made, the Respondents neither executed the rent agreement nor cleared the dues.

4. Learned counsel for the petitioner submitted that once the Respondents had taken physical possession of the premises pursuant to the work order dated 28.7.2022, they were under a statutory and equitable obligation to pay rent for the period of actual use and occupation, irrespective of whether a formal rent agreement had been executed, and that the failure to do so for a continuous period of 19 months, coupled with repeated and unexplained delay in finalizing the draft agreement, discloses *mala fide* and arbitrary conduct on the part of the Respondents.

5. Learned counsel for the Respondents submitted that the writ petition, in the first place, is not maintainable inasmuch as the petitioner has an alternative and efficacious remedy available under the Bihar Buildings (Lease, Rent & Eviction) Control Act, 1982, and further that the facts regarding the extent of area actually put in possession of the BSACS are seriously disputed and cannot be adjudicated in writ jurisdiction.

6. It is further submitted that possession of only



1,593.44 Sq. Ft. area on the ground floor was handed over on 01.08.2022 and 1,053 Sq. Ft. area on the first floor was handed over on 25.09.2022, and that the petitioner never handed over the remaining area of 1,293.56 Sq. Ft. as contemplated under the work order, nor installed the Walk-In-Coolers required for storage of medicines. It is also submitted that the delay in execution of the rent agreement was occasioned by the petitioner's own conduct, inasmuch as she first declined to bear the cost of registration of a five-year lease deed, necessitating a fresh decision to execute an 11-months' rent agreement instead, the draft whereof was never accepted by her.

7. It is next submitted that in a meeting held on 03.11.2023, the petitioner's own representative requested the BSACS to vacate the premises, pursuant to which fresh arrangements were made and the premises were finally and completely vacated on 29.8.2024. It is further submitted that, notwithstanding the absence of any executed rent agreement, the BSACS has since paid to the petitioner a sum of Rs. 14,67,722.33 on 24.1.2025 towards rent for the area actually found to be in the petitioner's possession, calculated at the agreed rate of Rs. 22.90 per Sq. Ft. for the period during which such area was under the occupation of the BSACS.



8. It is an abuse of the court process for a writ petitioner to approach the High Court under Article 226 of the Constitution seeking a direction to the authorities to protect them in clearing their dues, without first establishing the area under lease in the absence of a rent agreement. It is necessary to add that jurisdiction under Article 226 of the Constitution remains effective and meaningful only when it is exercised prudently and in appropriate situations.

9. Hence, the present writ petition is disposed of with liberty to approach the appropriate forum for the redressal of their grievances.

(Alok Kumar, J)

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AFR/NAFR	N.A.F.R
CAV DATE	17.08.2026
Uploading Date	31.08.2026
Transmission Date	N.A

