

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No. 3567 of 2018

M/S. Balaji Store, through its proprietor Sri Dinesh Kumar Agrawal aged about 46 years S/O Late Nagarmal Agrawal, Resident of G.K. Apartment, Plot no.4 P.O. & P.S. Bistupur, Jamshedpur, District East Singhbhum.

... ... **Petitioner**

Versus

1. The State of Jharkhand
2. Sub Divisional Magistrate, Jamshedpur, P.O. & P.S. Bistupur Jamshedpur, District East Singhbhum.
3. Managing Jharkhand Director, State Agriculture Marketing Board, Nepal House, P.O. & P.S. Doranda, District Ranchi.
4. Sri Braj Kishore Pathak, thethen Secretary, Agriculture Produce Market Committee, Jamshedpur, Parsudih, P.O. S P.S. Parsudih, Jamshedpur, District- EastSinghbhum.
5. Secretary, Agriculture, Produce Market Committee, Jamshedpur, Parsudih, P.O. & P.S. Parsudih, Jamshedpur, District- East Singhbhum
6. M/S. Narayan Trading Company, through its proprietor Sri Shankar Lal Agrawal, Naya Bazar, Jugsalai, P.O. & P.S. Jugsalai, Jamshedpur, District- East Singhbhum.

... ... **Respondents**

CORAM : **SRI ANANDA SEN, J.**

For the Petitioner : Mr. P.P.N Roy, Advocate
 Mr. Pandey A.N. Roy, Advocate

For the Respondent-State: Mr. Rishi Ranjan Vats, A.C. to G.A.
For the Respondent No.3: Mr. Arbind Kumar, Advocate
For the Respondent No.6: Mr. Prabhat kr. Sinha, Advocate
 Mr. Mayank Mridul, Advocate

ORDER

Reserved on 17.08.2026

Pronounced on: 28.08.2026

By way of filing this writ petition, the petitioner has sought for the following reliefs: -

- i. For quashing the order issued vide letter No. 1445, Jamshedpur, dated 27th October, 2016 by the Secretary, Agriculture Produce Market Committee, Jamshedpur i.e. at Annexure-4 of the writ petition whereby and where under the godown No. G-13/B allotted to the petitioner was cancelled with effect from 20th October, 2016 on the basis of the forged letter

dated 20th October, 2016 alleged to be written by the petitioner for cancellation of the allotment of the godown;

- ii. FURTHER to quash the enquiry report dated 9.1.2017 i.e. at Annexure-7 of the writ petition whereby and where under Bazar Pravechhak has submitted a report to the Secretary, Agriculture Produce Market Committee, Jamshedpur whereby and whereunder Bazar Pravechhak has written in the report that on the basis of the application dated 20th October, 2016 written by the petitioner allotment of the godown may be cancelled i.e. after cancellation of the allotment of the godown in favour of the petitioner on 27th October, 2016;
- iii. FURTHER to quash the allotment of the godown No. G-13/B made in the name of M/S Narayan Trade Company respondent No.6 vide letter No. 1581 dated 24th November, 2016 i.e. at Annexure-6 of the writ petition whereby and where under the Secretary, Agriculture Produce Market Committee, Jamshedpur, Respondent No.4 allotted godown No. G- 13/B temporarily in favour of M/S Narayan Trade Company;
- iv. FURTHER direction may be issued to the Respondents to give possession of the godown to the petitioner which was allotted to the petitioner vide letter No. 173 dated 2nd March, 2015 i.e. at Annexure- 1 of the writ petition which was allotted to the petitioner on certain terms and conditions mentioned in the allotment order. However in clause 10 of the condition it is mentioned that the allotment made in favour of the petitioner can be cancelled by the Market committee if the petitioner violates any of the terms and conditions of the allotment order;
- v. FURTHER to quash the letter No. 1019 dated 13.8.2016 sent by the Secretary, Agriculture Produce Market Committee, Jamshedpur to the petitioner i.e. at Annexure- 3 of the writ petition whereby and where under the Secretary of the Market Committee has written letter to the petitioner to pay the dues amount of rent i.e. Rs.2,55,000/- within one week which proceeding will be initiated for cancellation of Godown No. G-13/B in favour of the petitioner and further proceeding will be initiated to stop Trade of the petitioner. Against the letter dated

13.8.2016 the petitioner has sent several letters to the Secretary, Agriculture Produce Market Committee, Jamshedpur wherein it has been categorically stated that the possession of the godown after allotment in favour of the petitioner was never given to him in spite of the several letters and request made for giving possession of the godown, the petitioner is not supposed to give rent of the godown and without initiating any proceeding the respondents have cancelled the allotment of the godown No. G-13/B in favour of the petitioner vide letter dated 27th October, 2016 on the basis of the forged letter of the petitioner dated 20th October, 2016 in which the petitioner had made several request to the respondents to make enquiry on the forged letter dated 20th October 2016 which was not given by the petitioner.

2. The facts of the present writ petition are that the petitioner was allotted Godown No. G-13/B vide allotment letter no. 173 dated 02.03.2015 and subsequently agreement was executed between the parties on 09.03.2015. Vide order dated 13.08.2016, the Secretary of the Market Committee directed the petitioner to deposit Rs.2,55,000/-towards rent up to July 2016, within one week, failing which proceedings for cancellation of the allotment and stoppage of his trade were proposed. The petitioner disputed the liability on the ground that possession had not been delivered to him. The allotment of Godown No. G-13/B was subsequently cancelled by the Secretary vide letter No.1445 dated 27.10.2016, purportedly on the basis of a letter dated 20.10.2016 stated to have been submitted by the petitioner, whereby he surrendered the godown. The petitioner disputes the said letter and alleges it to be forged. He thereafter requested an enquiry into the authenticity of the said letter. Meanwhile, Godown No. G-13/B was allotted on a temporary basis to M/s Narayan Trade Company vide letter dated 24.11.2016. An enquiry report dated 09.01.2017 was subsequently submitted by the *Bazar Pravechhak*, confirming that allotment was cancelled on the basis of petitioner's application dated 20.10.2016. Aggrieved by the cancellation of his allotment, the petitioner has approached the High Court seeking quashing of the impugned actions and restoration of Godown No. G-13/B in his favour.

3. Learned counsel for the petitioner submits that Godown No. G-13/B was duly allotted to him on 02.03.2015 and an agreement was executed

between the parties on 09.03.2015. However, despite the allotment, possession of the godown was never handed over to him. It is submitted that the demand dated 13.08.2016 for payment of Rs.2,55,000/- towards rent was unjustified, as the petitioner had never been placed in possession of the godown. The counsel for the petitioner contends that his allotment was subsequently cancelled vide order dated 27.10.2016 on the basis of an alleged letter dated 20.10.2016 seeking cancellation of the allotment, which he categorically denies having written. He further submits that the enquiry report dated 09.01.2017 was prepared only after the allotment had already been cancelled and the godown had been temporarily allotted to M/s Narayan Trade Company. The counsel for the petitioner alleges that the enquiry was *ex-parte* and could not legally justify earlier cancellation. He further submits that the cancellation of his allotment, the demand for rent without delivery of possession, the subsequent allotment in favour of M/s Narayan Trade Company, and the enquiry conducted thereafter are arbitrary, contrary to natural justice and liable to be quashed. He consequently seeks restoration of the allotment and delivery of possession of Godown No. G-13/B.

4. *Per contra*, learned counsel for the respondents submits that the allotment was cancelled at the petitioner's own request, on the basis of his letter dated 20.10.2016, and therefore the petitioner cannot subsequently challenge the cancellation. It is submitted that the cancellation was duly considered by the Agriculture Produce Market Committee, Jamshedpur, and the allotment was cancelled with effect from 20.10.2016 vide letter dated 27.10.2016 and thereafter, it was allotted to respondent No.6-M/s Narayan Trading Company. It is further submitted that pursuant to the petitioner's request, the Chairman, the Agriculture Produce Market Committee, Jamshedpur, an enquiry was conducted by the *Bazar Pravechhak* (Market Supervisor), who submitted a report on 09.01.2017, concluding that the godown had been cancelled at the petitioner's request and thereafter allotted to M/s Narayan Trading Company. Thus, he submitted that the writ petition is devoid of merit, liable to be dismissed.

5. Having considered the submissions of the parties and the materials placed on record, it appears that the main dispute relates to the authenticity of the letter dated 20.10.2016. The petitioner specifically disputes having authored the said letter and alleges that it was forged. The respondents, however, rely upon the same as the foundation for cancellation. I find that on the

representation made by the petitioner, the Chairman, the Agriculture Produce Market Committee, Jamshedpur, gave a direction to the Secretary, the Agriculture Produce Market Committee, Jamshedpur to enquire into the matter. Thereafter, the matter was got enquired into by the Market Supervisor, the Agriculture Produce Market Committee, Jamshedpur, who submitted enquiry report dated 09.01.2017 with a clear finding that on the basis of petitioner's application, office vide letter number 1445, Jamshedpur, dated 27.10.2016, the allotment of warehouse number G/13-B allotted to M/s Balaji Store was cancelled.

6. The facts aforesaid suggest that there were sufficient material to cancel the allotment of the petitioner. It is on request of the petitioner the allotment was cancelled. The enquiry report also suggests that the petitioner has prayed for such cancellation. Thus no fault can be found in the cancellation of the allotment.

So far as the defence of the petitioner that the letter of request, based on which the cancellation order has been passed is forged, cannot be adjudicated in an application under Article 226 of the Constitution of India. For a Court to ascertain whether a document and the signature in the document is forged or not, a detail trial is necessary to be conducted. Evidence, both oral and documentary is essential. Even the document and signature needs to be sent to Forensic/Handwriting Experts. All these cannot be undertaken by a Writ Court.

7. Considering the aforesaid factual aspects of the case, I find no merit in this writ petition. Accordingly, this writ petition is dismissed. Petitioner, if so advised, may approach the Civil Court of competent jurisdiction for appropriate relief.

8. Pending Interlocutory Application, if any, stand disposed of.

(Ananda Sen, J.)

High Court of Jharkhand, Ranchi
Dated 28th August, 2026
 Kumar/Cp-02

Uploaded on 28.08.2026