

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s).14462/2022

[Arising out of impugned final judgment and order dated 20-07-2022 in FA No. 176/2017 passed by the High Court of Chhattisgarh at Bilaspur]

BHILAI EDUCATION TRUST

Petitioner(s)

VERSUS

BHILAI STEEL PLANT & ORS.

Respondent(s)

IA No. 127881/2022 - APPLICATION FOR PERMISSION
IA No. 127864/2022 - EXEMPTION FROM FILING O.T.
IA No. 117425/2022 - EXEMPTION FROM FILING O.T.
IA No. 127860/2022 - PERMISSION TO FILE ADDITIONAL
DOCUMENTS/FACTS/ANNEXURES

Date : 17-09-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K. VINOD CHANDRAN

For Petitioner(s) :Mr. Gagan Gupta, Sr. Adv.
Mr. Arvind Gupta, AOR
Mr. Shekhar Prakash Srivastava, Adv.
Mr. Abhinay Satya Prakash, Adv.
Mr. Kanav Bharadwaj, Adv.
Mr. Priyanshu Kumar, Adv.
Mrs. Suman Sharma, Adv.

For Respondent(s) :Mr. B. K. Satija, AOR
Mr. Vivek Bedi, Adv.
Mr. Deepak Sapra, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. Our order dated 05th March, 2025 speaks for itself. The order reads thus:-

"1. The petitioner - herein is a registered charitable

trust.

2. Some time in 1980, the Respondent No.1, an instrumentality of State, within Article 12 of the Constitution allotted 14 acres of land in favour of the Trust by way of a lease deed initially for a period of 30 years keeping the options open for further renewal.

3. The petitioner - Trust set up a School on the leased land. The first 30 years of the lease period came to an end on 6-4-2010.

4. We are informed that an amount of Rs.900/- and odd was being paid towards the lease rental by the school to the Respondent No.1. After the lease period came to an end on 6-4-2010, the petitioner - Trust requested the Respondent No.1 to renew the lease further. However, the same was declined. This triggered the dispute between the parties.

5. Initially, the petitioner invoked writ jurisdiction of the High Court and later in point of time, instituted a suit seeking various reliefs.

6. The suit came to be dismissed. The first appeal preferred by the petitioner also came to be dismissed.

7. In such circumstances, referred to above, the petitioner - Trust is here before us with the present petition.

8. In the plaint, the following reliefs were prayed for :-

"1. That the injunction be granted in favour of the plaintiff and against the defendant thereby permanently restraining the defendants from dispossessing the plaintiff from the disputed land and the letter issued by the defendants bearing no. Estt/Land/E-14/2015 dated 26.6.2015 and letter no. Estt/Land/E-14/2013/22 dated 4.4.2013 be annulled. Further, the defendant be restrained from interfering with the peaceful possession of the plaintiff.

2. That the defendants be directed to renew the lease in favour of the plaintiff in terms of the conditions of the lease executed on 7.4.1980.

3. That the defendants be directed to pay

litigation charges to the plaintiff.

4. Any other order that the Hon'ble Court deems fit in the facts and circumstances of the case."

9. If we go strictly by law, then probably the petitioner - Trust may not have any case on merits. However, we should be mindful of the fact that there are 1700 students studying in this School as on date.

10. We believe that the dispute can be resolved. The petitioner - Trust does not require 14 acres of land to run the School.

11. The Respondent No.1 should consider allowing the trust to retain the portion of land on which the school is standing as on date along with some sizeable area for the purpose of a play ground.

12. The aforesaid can be worked out mutually.

13. The rest of the land can be taken over by Respondent No.1. Besides the same, the parties can also talk as regards the lease rental to be paid either per month or per annum.

14. The learned counsel appearing for the Respondent No.1 was gracious enough to receive what has fallen from this Court. He would like to speak to his client and get back.

15. Post this matter after four weeks.

16. During the interregnum period, we would like the parties to meet and talk as regards what has fallen from this Court and recorded in this order."

2. It has been more than 1½ years since the time we passed the order referred to above. It seems that there has been no further headway in the matter.

3. We are informed that the Trust is running a School. As on date, there are more than 1700 students studying in the School and most of them are tribals.

4. The parties before us, i.e., the Trust and the

respondent no.1 may be in talks with each other for some amicable settlement, however, we want the District Education Officer, Bhilai to undertake inspection of this particular School, so as to verify how many students are actually studying in the School and upto which class. The District Education Officer with the aid of District Survey Officer, shall also try to ascertain the area which can be allotted to the Trust for the purpose of running this particular School in consonance with Para 11 of our order referred to above.

5. We direct the District Education Officer to file an appropriate report before us as regards the aforesaid by the next date of hearing.

6. Post the matter on 15th October, 2026.

(HARPREET KAUR)
COURT MASTER (SH)

(POOJA SHARMA)
COURT MASTER (NSH)