

**IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.1558 of 2024**

Anand Kumar Singh, aged about 40 years, S/o Sri Udit Singh,
resident of village-Balra, P.O.-Babhandi, P.S.-Hariharganj, District
Palamau (Jharkhand). **Petitioner**

Versus

1. The State of Jharkhand represented through Secretary,
Department of Mines and Geology, Government of Jharkhand,
Nepal House, P.O. & P.S. Doranda, District Ranchi-834002.
2. The Deputy Commissioner, Palamu, P.O. & P.S.-Daltonganj,
District-Palamau.
3. The District Mining Officer, Palamu, P.O. & P.S.-Daltonganj,
District-Palamau.

.... .. **Respondents**

**CORAM : HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD
HON'BLE MR. JUSTICE ARUN KUMAR RAI**

For the Petitioner : Mr. Parth S.A. Swaroop Pati, Advocate

For the State : Mr. Rajiv Ranjan, Advocate General
Mr. Ashok Kumar Yadav, Sr. S.C.-I
Mr. Aditya Kumar, AC to Sr. S.C.-I

C.A.V. on 16.12.2025

Pronounced on 15/01/2026

Per Sujit Narayan Prasad, J.

1. This writ petition is under Article 226 of the Constitution of India
seeking therein for the following reliefs: -

“A. For issuance of appropriate Writ(s)/Order(s)/Direction(s), particularly a writ of Certiorari for quashing/setting aside the order dated 19.01.2024 (Annexure-8) passed by the Respondent No.1 as the Mines Commissioner, Jharkhand in Revision Case No.20/2020, whereby the Revision preferred by the petitioner as against the order dated 08.02.2020 passed by the Deputy Commissioner, Palamau has been disallowed.

And/Or

B. Further issuance of appropriate Writ(s)/Order(s)/Direction(s), particularly a writ of Certiorari for quashing the order dated 08.02.2020 (Annexure-4) passed by the Deputy Commissioner, Palamau whereby the registered

Mining Lease of Stone in Mouza Chaparwar, Thana No.55, Khata No.91, Plot No.129 in Palamau District of Jharkhand State for a period of 10 years w.e.f 26.02.2014 has been prematurely terminated.

And/Or

C. *Further for issuance of appropriate Writ(s)/Order(s)/Direction(s) for restraining the Respondents from dispossessing the Petitioner from the Mining Lease hold area and further restraining the respondents from creating any third part right during the pendency of this Writ petition."*

2. The brief facts of the case, as per the pleading made in the writ petition, required to be enumerated, which read as under: -

(i) It is the case of the writ petitioner that the petitioner was holding a Minor Mineral Mining Lease of Stone in Mouza Chaparwar, Thana No.55, Khata No.91, Plot No.129 in Palamau District of Jharkhand State for a period of 10 years w.e.f. 26.02.2014 under Jharkhand Mining Mineral Concession Rules, 2004. The aforesaid mining lease deed has already been executed and duly registered before the District Sub Registrar, Palamau.

(ii) The petitioner has been granted environmental clearance by the Member Secretary, Bihar Level Environment Impact Assessment Authority, Jharkhand vide letter no.249 dated 30.01.2014.

(iii) The petitioner has been granted CTE, vide letter no.G-2 715 dated 21.07.2014 of the Jharkhand State Pollution Control Board, Dhurwa, Ranchi.

(iv) The petitioner had been successfully operating the mine in

accordance with law, however, on 25.12.2016, he had met with an accident and slipped and thereafter, was under the treatment of Specialized Doctors at Medanta, CMC Vellore, etc.

(v) After the treatment, the petitioner received the letter no.230/M dated 08.02.2020 of the District Mining Officer, Palamau, whereby and whereunder, the mining lease of the petitioner over the land in question for 10 years has been prematurely terminated.

(vi) In letter no.230/M dated 08.02.2020, the respondent District Mining Officer has mentioned that a thirty days legal notice was issued to the petitioner vide his office letter no.881/M dated 28.06.2019 but the said letter could not be served upon the petitioner, hence, the petitioner could not reply or comply with or could not rectify the error and without serving the legal notice, the mining lease of the petitioner was terminated ex-parte.

(vii) The petitioner has not been served the 30 days legal notice by the respondents as mandated by Rule 27(2) of the JMMC Rules read along with the terms and conditions of the lease deed, hence, the impugned order of pre-matured termination of mining lease had been passed.

(viii) Thereafter, the petitioner has preferred revision before the learned Mines Commissioner, Jharkhand against the order dated 08.02.2020 which has been registered as Revision Case No.20 of 2020.

(ix) The District Mining Officer has stated by reiterating the

ground that there had been non-commencement of the work within three months of execution of the lease deed. The respondents had also taken the stand that notice has been issued to the petitioner vide notice dated 28.06.2019, which is in the signature of the District Mining Officer, however, no service report has been annexed. The respondents had also taken the stand that the District Mining Officer is competent to issue notice and after observing the procedure, the same has been cancelled. The learned Mines Commissioner, after taking into consideration the fact and circumstances of the case, has passed the order dated 19.01.2024 in Revision Case No.20 of 2020 by disallowing the revision preferred by the petitioner.

(x) Being aggrieved with the order dated 19.01.2024 passed by the Mines Commissioner in Revision Case No.20 of 2020 and order dated 08.02.2020 passed by the Deputy Commissioner, Palamau, the present writ petition has been filed.

(xi) It is evident from the factual aspect that in letter no.230/M dated 08.02.2020, the respondent District Mining Officer has mentioned that a thirty days legal notice was issued to the petitioner vide his office letter no.881/M dated 28.06.2019 but the said letter could not be served upon the petitioner, hence, the petitioner could not reply or comply with or could not rectify the error and without serving the legal notice, the mining lease of the petitioner was terminated ex-parte.

(xii) The petitioner has not been served the 30 days legal notice

by the respondents as mandated by Rule 27(2) of the JMMC Rules read along with the terms and conditions of the lease deed, hence, the impugned order of pre-matured termination of mining lease had been passed.

(xiii) Thereafter, the petitioner has preferred revision before the learned Mines Commissioner, Jharkhand against the order dated 08.02.2020 which has been registered as Revision Case No.20 of 2020.

(xiv) The District Mining Officer has stated by reiterating the ground that there had been non-commencement of the work within three months of execution of the lease deed. The respondents had also taken the stand that notice has been issued to the petitioner vide notice dated 28.06.2019, which is in the signature of the District Mining Officer, however, no service report has been annexed. The respondents had also taken the stand that the District Mining Officer is competent to issue notice and after observing the procedure, the same has been cancelled. The learned Mines Commissioner, after taking into consideration the fact and circumstances of the case, has passed the order dated 19.01.2024 in Revision Case No.20 of 2020 by disallowing the revision preferred by the petitioner.

- 3.** Against the order dated 19.01.2024 passed by the Mines Commissioner in Revision Case No.20 of 2020 and order dated 08.02.2020 passed by the Deputy Commissioner, Palamau, the present writ petition has been filed.

Submissions of the learned counsel for the petitioner

4. Learned counsel for the writ petitioner has taken the following grounds in assailing the impugned orders: -
- (i) There is no order said to be an order in the eye of law said to be passed by the Deputy Commissioner, rather, only by making reference of the order passed by the Deputy Commissioner, Palamau dated 03.02.2020, the District Mining Officer, Palamau, Medininagar has communicated the same, as contained in memo no.230/M dated 08.02.2020.
 - (ii) The Deputy Commissioner is the competent authority to pass an order for termination of the lease deed under the provision of Section 22(5) of the JMMC Rules, 2004.
 - (iii) The order dated 03.02.2020 of the Deputy Commissioner as has been brought on record in the counter affidavit approving the decision taken by the District Mining Officer is being considered to be an order passed by the Deputy Commissioner but the same cannot be an order in the eye of law, unless, the said decision has been taken by the Deputy Commissioner having been communicated to the litigant concerned, the writ petitioner herein.

- (iv) The order cancelling the mining lease, since has not been passed by the competent authority, i.e., the Deputy Commissioner and as such, the entire action of the respondent authority in cancelling the lease deed to carry out the mining operation is *per se* illegal and as such, not sustainable in the eye of law.

Submissions of the learned counsel for the respondent-State

5. *Per contra*, learned Advocate General appearing for the respondent-State has taken the following grounds in defending the impugned orders: -

- (i) It is incorrect on the part of the writ petitioner to take the ground that the District Mining Officer has passed an order which is not an order, said to be in the eye of law, rather, the decision has been taken by the Deputy Commissioner in the light of the power conferred under Section 22(5) of the JMMC Rules, 2004.
- (ii) The District Mining Officer, Palamau, vide order as contained in memo no.230/M dated 08.02.2020 has communicated the decision so taken by the Deputy Commissioner in the light of the provision of Section 22(5) of the Rules, 2004.

- (iii) It has been contended that the power which is to be exercised by the Deputy Commissioner, within the meaning of Rule 22(5) of the Rules, 2004, amended in the year 2017, is not stigmatic order, rather, the same is to be exercised if any terms and conditions of the lease deed are being evaded or not followed.
- (iv) It has also been contended that the amount of royalty fairly for a long period, i.e., from 2016-2019 has not been paid as required to be paid and even though, the 30 days' time was given as per the notice available on record to make payment of the said amount but even then, the said amount has not been paid, hence, the Deputy Commissioner, Palamau, based upon the proposal given by the District Mining Officer, in such a admitted fact, has approved the said proposal and as such, it cannot be said that the Deputy Commissioner has not taken the decision.
- (v) The ground has been taken that the moment, the noting which has been placed by the District Mining Officer of the concerned District in a case of admitted fact of non-deposit of the

amount of royalty, as required to be deposited as per the statutory provision and if it comes to the notice of the Deputy Commissioner of the concerned District and in such circumstances, if the lease deed is being terminated, the same cannot be said to be improper in the garb of the ground which is being taken of incompetency of the District Mining Officer, Palamau, rather, the District Mining Officer, Palamau, vide communication dated 08.02.2020 has only communicated the decision so taken by the Deputy Commissioner dated 03.02.2020.

- (vi) It has been submitted that the fact about non-deposit of the amount of royalty, since, is not in dispute, rather, it is the admitted case, since, the certificate proceeding has also been ordered to be initiated by the Deputy Commissioner for recovery of the said amount, as such, in such a admitted position, it is not available for the writ petitioner to take the ground that he is not owing any liability to make payment of amount of royalty and if in such a admitted fact, the lease deed has been

terminated, then, the ground which is being taken regarding the notice, is not worth to be considered.

6. Learned State Counsel, based upon the aforesaid grounds, has submitted that the decision so taken by the Deputy Commissioner, communicated by the District Mining Officer and the order passed by the Revisional Authority dated 19.01.2024 passed in Revision Case No.20 of 2020, therefore, need no interference.

Analysis

7. We have heard the learned counsel for the petitioner, gone through the findings recorded by the Mines Commissioner in the order dated 19.01.2024 and the factual aspect as available in the pleadings made in the writ petition and various documents as appended in the writ petition, counter affidavit and other affidavits filed on behalf of the parties.
8. The issue which has been raised on behalf of the petitioner regarding the incompetency of the Deputy Commissioner, since, the Deputy Commissioner has not passed any separate order, rather in the file, the approval so given by the District Mining Officer, Palamau has been approved on 03.02.2020.
9. This Court, is to consider in the aforesaid background that merely because the Deputy Commissioner has not passed an order, rather, the decision so taken on 03.02.2020 by the

Deputy Commissioner, Palamau, has been communicated by the District Mining Officer, Palamau, vide communication dated 08.02.2020, can it be quashed and set aside merely on that ground, in a available fact of admitted position of non-deposit of the amount of royalty, as required to be deposited as per the statutory provision .

10. Adverting to the fact of the case, it is not in dispute that the writ petitioner was holding a minor mineral mining lease of stone in Palamau District, Jharkhand for a period of 10 years w.e.f. 26.02.2014 under the JMMC Rules, 2014 on certain terms and conditions, for ready reference, the relevant terms and conditions of the lease deed are being referred as under:-

“भाग - V

इन खननपट्टा की सुरक्षित लगान तथा स्वामिस्व

1. *नियत लगान अथवा स्वामिस्व, इनमें जो भी ज्यादा हो का भुगतान-*

समाहर्ता जैसा निर्धारित करे, पट्टाधारक उस भाग के उपबंध 2 में सुरक्षित नियम लगान अथवा इस भाग के उपबंध 3 में सुरक्षित स्वामिस्व, इन दोनों में से जो भी ज्यादा हो उसका त्रैमासिक अवधि अथवा अर्द्धवार्षिक अवधि के लिए भुगतान करेंगे। यदि खनन पट्टा में एक से अधिक खनिज के दोहन की ऐसी क्षेत्र में अनुमति दी गई है तो समाहर्ता प्रत्येक खनिज के लिए अलग-अलग नियत लगान निर्धारित कर सकते हैं।

2. *नियम लगान के भुगतान की दर एवं पद्धति-*

तारीख 26/02/2014 से इस प्रपत्र में उपबंध के प्रावधानों के अव्यधीन नियत लगान की दर तथा भुगतान करने का तरीका खनन पट्टा के अस्तित्व में रहने के दौरान पट्टाधारक समाहर्ता अथवा प्रदान करने वाले प्राधिकारी को वर्ष 2014 के 10 वें ाह के ... 15 वें तारीख को

चार बराबर त्रैमासिक किश्तों अथवा प्रत्येक वर्ष के पट्टा अवधि तक माह-अप्रैल, जुलाई, अक्टूबर एवं जनवरी के 15वें तारीख अथवा प्रत्येक वर्ष लगान, जो इस अनुसूची के भाग 8 में वर्णित प्रति एकड़ भूमि की दर तथा से इस नियम के अनुसूची 8 (9000/- ₹० प्रति एकड़ प्रति वर्ष) के अधिसूचना द्वारा जो सरकार द्वारा समय समय पर संशोधन के अध्याधीन होगी का भुगतान करेंगे।

3. स्वामिस्व की दर तथा भुगतान करने का तरीका -

इस भाग में प्रावधानों के अध्याधीन खनन पट्टाधारकों, झारखण्ड लघु खनिज समनुदान नियमावली 2004 की द्वितीय अनुसूची में समयानुसार वर्णित दर से खनन पट्टा क्षेत्र से उसके द्वारा खनिज खनिजों को निकालने के लिए प्रतिवर्ष के प्रत्येक माह में 15 वें तारीख को चार बराबर किश्तों में राज्य सरकार को कर भुगतान करेंगे।

4. भूतल लगान का भुगतान -

पट्टाधारक उल्लिखित भूमि के सभी भाग जो प्रति एकड़ प्रति वर्ष की दर से अथवा भूमि पर कब्जा के लिए समय समय पर समाहर्ता द्वारा निर्धारित दर अथवा ऐसा कब्जा होने के बाद की अवधि से एक एकड़ से कम भूमि होने की स्थिति में आनुपातिक दर से अथवा जब तक वह भूमि कब्जा बाहर न हो तब तक के उपयोग के लिए अथवा जहां तक संभव हो उपयोग में आने के बाद इसके मूल रूप में वापस लाने तक (जिसके लिए प्रत्येक त्रैमासिक अवधि अर्धवार्षिक तारीख जो अब से पहले निष्चित वार्षिक नियत लगान के लिए निर्धारित किया गया है) के लिए राज्य सरकार को लगान का भुगतान करेगा। बर्षों कि जिन सड़को अथवा मार्गों पर जिनमें नागरिकों का पहुंच का पूरा अधिकार है उसके कब्जों के लिए कोई लगान देय नहीं होगा।

5. पट्टाधारक

उपर्युक्त लगान तथा स्वामिस्व के भुगतान के अतिरिक्त खनन पट्टा क्षेत्र में खनिजों के उत्खनन, दोहन करने के लिए समुचित प्राधिकारी को सभी सेस कर तथा स्थानीय बकाये का भुगतान समुचित एवं नियमित रूप से करेंगे।”

11. It is evident from the lease deed that one of the terms and conditions was that the amount of royalty is to be paid.

12. The reference of the provisions of Rule 22(5) and Rule 27(2) of the JMMC Rules, 2004 are also need to be made herein, since, it has been referred in the communication dated 08.02.2020 passed by the District Mining Officer, Palamau and as such, the same are being quoted as under respectively: -

“22(5) यदि पट्टाधारी नियम 29 के तहत लगान/स्वामिस्व का भुगतान समय पर नहीं करें अथवा इन नियमों अथवा प्रपत्र ई के उल्लेखित किन्हीं शर्तों का उल्लंघन करता है तो सक्षम अधिकारी इस सूचना को पाने के 30 दिनों के भीतर पट्टाधारी को लगान/स्वामिस्व के भुगतान कर देने का नोटिस देगा ताकि इन शर्तों का उल्लंघन नहीं हो, और यदि लगान/स्वामिस्व का भुगतान नहीं होता है तो समाहर्ता अथवा स्वीकृत करने वाले पदाधिकारी, इसके लिए पट्टाधारी के विरुद्ध किसी कार्यवाही पर प्रतिकूल प्रभाव डाले बिना, उसके पट्टा को समाप्त कर सकते हैं ताकि उसकी सुरक्षित राशि को पूर्ण अथवा आंशिक रूप से जब्त कर सकते हैं।”

“27(2) समाहर्ता सुनवाई का समुचित अवसर दिए जाने के बाद खनन पट्टे को समाप्त कर सकते हैं, यदि पट्टेधारी ने खनन पट्टे के शर्तों एवं बंधेजों का उल्लंघन किया है।”

13. It is evident from the provision of Rule 22(5) of the JMMC Rules, 2004 that the power has been conferred upon the District Mining Officer to give 30 days' notice to the lease holder for payment of royalty and rectify the irregularities which is contrary to the terms and conditions of the agreement and if within the period of 30 days, no efforts are being taken, then the Deputy Commissioner of the concerned District is to cancel the lease deed without having any stigma.

14. The provision of Section 27(2) of the JMMC Rules, 2004 also confers power to the Deputy Commissioner, to terminate the lease deed on the ground of violation of condition of lease.
15. Here, the admitted case is that it is not a case of decision so taken in the public interest, rather, payment of royalty, since, has not been paid within the period of 30 days as required to be followed as per the provision of Rule 22(5) of the JMMC Rules, 2004 and as such, the same was reported to the Deputy Commissioner, Palamau by the District Mining Officer, Palamau and the Deputy Commissioner, Palamau, on being satisfied on the basis of the admitted fact of non-payment of the amount of royalty, has approved the said proposal of the District Mining Officer, which was communicated vide communication dated 08.02.2020.
16. The writ petitioner, being aggrieved with the communication dated 08.02.2020 having been approved by the Deputy Commissioner on 03.02.2020, has approached to the Mines Commissioner but the Mines Commissioner has also by its order dated 19.01.2024 passed in Revision Case No.20/2020, declined to interfere with such decision by taking into consideration the fact that the irregularity has been found during the lease inspection of the petitioner, as also, in spite of the issuance of the legal notice, the same was not responded and further, non-payment of due demand against the petitioner.

- 17.** The foremost ground which has been taken on behalf of the petitioner that the Deputy Commissioner has not passed an order, rather, the proposal given by the District Mining Officer has duly been approved by the Deputy Commissioner as on 03.02.2020 and as such, the same cannot be construed to be an order in the eye of law.
- 18.** We are not disagreeing with such contention that the noting in the file cannot be given the identity of order said to be passed in the eye of law, unless the same is to be communicated to the litigant concerned.
- 19.** But herein, the aforesaid position of law is to be taken into consideration in the light of the admitted fact of admission of the writ petitioner in not rectifying the irregularity in carrying out the mining operation contrary to the terms and conditions of the agreement.
- 20.** One of the conditions which has not been disputed is the non-payment of the amount of royalty.
- 21.** Learned counsel for the petitioner has submitted that the royalty amount for the period from 2016 to 2019 has not been paid, as such, the demand has been raised and now, the certificate proceeding is also going on.
- 22.** The aforesaid aspect of the matter, thus, clarifies that the amount of royalty, as agreed by the petitioner, has not been paid.

23. The position of law regarding the competency in not passing an order by the Deputy Commissioner is to be tested in the backdrop of the fact that the terms and conditions of the lease deed admittedly have not been followed by not making payment of amount of royalty, the statutory amount as required to be paid mandatorily as per the statutory provision.
24. The issue of competence of the Deputy Commissioner even if accepted by this Court and on the aforesaid ground, if the matter would be remanded before the Deputy Commissioner for passing an order, then, the question is that;

“whether there is scope of passing of different order in an admitted fact of non-deposit of the statutory amount and in such circumstances, is there any chance to take a different view by the Deputy Commissioner.”

25. Even if in such circumstances, the matter would be remitted, will it not lead to futile exercise and empty formality, reference in this regard may be made to the judgment rendered by the Hon’ble Apex Court in the case of ***Escorts Farms Ltd. Vs. Commissioner, Kumaon Division, Nainital, U.P. & others, (2004) 4 SCC 281***, wherein at paragraph no.64 it has been held which reads as under:

“64. Right of hearing to a necessary party is a valuable right. Denial of such right is serious breach of statutory procedure prescribed and violation of rules of natural justice. In these

appeals preferred by the holder of lands and some other transferees, we have found that the terms of government grant did not permit transfers of land without permission of the State as grantor. Remand of cases of a group of transferees who were not heard, would, therefore, be of no legal consequence, more so, when on this legal question all affected parties have got full opportunity of hearing before the High Court and in this appeal before this Court. Rules of natural justice are to be followed for doing substantial justice and not for completing a mere ritual of hearing without possibility of any change in the decision of the case on merits. In view of the legal position explained by us above, we therefore, refrain from remanding these cases in exercise of our discretionary powers under Article 136 of the Constitution of India.”

26. In ***Dharampal Satyapal Ltd. Vs. Deputy Commissioner of Central Excise, Gauhati and Ors., (2015) 8 SCC 519***, their Lordships have held at paragraph-39 which is being reproduced as under:

“39. We are not concerned with these aspects in the present case as the issue relates to giving of notice before taking action. While emphasizing that the principles of natural justice cannot be applied in straitjacket formula, the aforesaid instances are given. We have highlighted the jurisprudential basis of adhering to the principles of natural justice which are grounded on the doctrine of procedural fairness, accuracy of outcome leading to general social goals, etc. Nevertheless, there may be situations wherein for some reason- perhaps because the evidence against the individual is thought to be utterly compelling- it is felt that a fair hearing “would make no difference”- meaning that a hearing would not change the ultimate conclusion reached by the decision maker.”

- 27.** It has been laid down therein that if the factual aspect is not in dispute which impliedly means that there is no chance of change in the outcome then in such circumstances, principle of natural justice if ordered to be followed then the same will amount to empty formality and futile exercise.
- 28.** In the aforesaid judgments, the empty formality and futile exercise have also been dealt with wherein it has been interpreted that the parties since are knowing the result very well due to undisputed fact leading not to change in the outcome then providing an opportunity of chance to rebut, will have no bearing in the outcome and if in such circumstances, the opportunity will be given, the same has been considered to be an empty formality and futile exercise.
- 29.** This Court, on the basis of the aforesaid position of law and in an admitted case as has been admitted on behalf of the petitioner that the amount of royalty has not been paid and as such, even if the matter would have been remitted before the Deputy Commissioner for passing an order said to be in the eye of law and after being communicated to him, since, there is no chance of change in the factual situation due to non-deposit of the amount of royalty and as such, the same will be nothing but a futile exercise.
- 30.** Further, the Deputy Commissioner has been conferred with the power under Section 22(5) of the JMMC Rules, 2004, to

terminate the lease on account of non-payment of royalty, which is to be taken by the Deputy Commissioner on the proposal being given by the District Mining Officer on the verification of the factual aspect and based upon that inspection report, the Deputy Commissioner has approved the said proposal although in the file but the same has been communicated to the writ petitioner by the District Mining Officer, as would be evident from the communication dated 08.02.2020 and as such, it cannot be said that the order has been passed with incompetency.

- 31.** This Court, in the entirety of the facts and circumstances of the case, is of the view that the decision so taken by the Deputy Commissioner, based upon the inspection report of the District Mining Officer and the order so passed by the Mines Commissioner under its revisional jurisdiction, therefore, cannot be said to suffer from an error in the admitted fact of non-deposit of the amount of royalty, violating the terms and conditions of the lease deed.
- 32.** Further, it again needs to refer herein that the power conferred under Rule 22(5) of the JMMC, Rules, 2004 is not an stigmatic order and after giving 30 days statutory time for payment of royalty and rectifying the irregularities and even thereafter, notices have been given but the same has not been responded, as has been taken note by the revisional authority,

hence, it is also not a case of violation of principle of natural justice.

- 33.** Considering the aforesaid facts in entirety as discussed hereinabove, this Court is of the view that this writ petition lacks merit.
- 34.** Accordingly, the instant writ petition fails and is dismissed.
- 35.** In consequence thereof, pending interlocutory application(s), if any, stands disposed of.

(Sujit Narayan Prasad, J.)

I Agree

(Arun Kumar Rai, J.)

(Arun Kumar Rai, J.)

15/01/2026
Rohit/-**A.F.R.**

Uploaded on 16.01.2026