



Serial No.06
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP (C) No.323/2018

Date of Order: 24.07.2019

Shri Deipormi Dkhar Vs. State of Meghalaya & ors

Coram:

Hon'ble Mr. Justice Ajay Kumar Mittal, Chief Justice
Hon'ble Mr. Justice H.S. Thangkhiew, Judge

Appearance:

For the Petitioner/Appellant(s) : Mr. HL Shangreiso, Adv
For the Respondent(s) : Mr. B Bhattacharjee, AAG with
Ms. ZE Nongkynrih, GA

i) Whether approved for reporting in Law journals etc.: Yes/No

ii) Whether approved for publication in press: Yes/No

Per Ajay Kumar Mittal, 'CJ': (ORAL):

1. The petitioner has invoked the writ jurisdiction under Article 226 of the Constitution of India seeking writ in the nature of certiorari for quashing the order issued on 24.05.2018 by the Commissioner of Transport, Meghalaya, Shillong temporarily taking over the weighbridge at Ratacherra, East Jaintia Hills District, Meghalaya from the petitioner on account of non-payment of the lease amount for first installment in terms of the renewal lease agreement dated 09.01.2018.

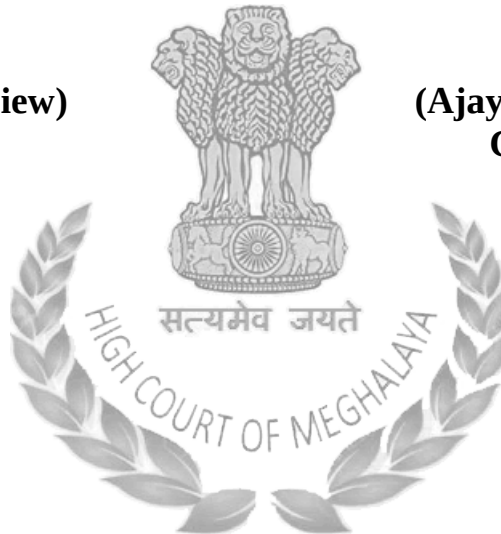
2. Learned counsel for the parties are not at variance that during the pendency of the writ petition, the petitioner had deposited the first installment of ₹60,00,000/- (Rupees sixty lakhs) on 01.06.2018 though according to the learned Additional Advocate General there had been a delay in depositing the first installment which was payable on or before 07.04.2018. It was stated by learned Additional Advocate General that the weighbridge has been handed over to the petitioner on 13.07.2019 and urged that in view thereof, the writ petition has been rendered infructuous. Learned counsel for the petitioner did not dispute the same.



3. Accordingly, the writ petition is disposed of as infructuous.
4. Learned Additional Advocate General prayed that liberty be granted to the State to recover the amount due from the petitioner as the petitioner has failed to deposit 50% of the weighment fees which is payable by the petitioner. A prayer was also made that liberty be granted to the State to take action for recovery of the said amount or any other action against the petitioner for violating the terms of the renewal lease agreement dated 09.01.2018. It is, however, observed that disposal of the writ petition shall not be taken as a bar for the respondent-State to recover the legitimate amount payable in terms of the renewal lease agreement dated 09.01.2018 or to take any action against the petitioner for violation of the terms thereof in accordance with law.

(H.S. Thangkhiew)
Judge

Meghalaya
24.07.2019
"Lam AR-PS"



(Ajay Kumar Mittal)
Chief Justice