

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.2093 of 2025

Bokaro Vyavsayik Plot Holders Welfare Association, through its Secretary, Binod Kumar Singh

.... **Petitioner**

-Versus-

Steel Authority of India Limited, a public sector undertaking, through its Chairman, Ispat Bhawan, Lodhi Road, New Delhi & Ors.

.... **Respondents**

CORAM: HON'BLE MR. JUSTICE RAJESH KUMAR

For the Petitioner

: Mrs. Ritu Kumar, Advocate

For the State

: Mr. Shresth Gautam, Adv.

04/Dated: 27th January, 2026

1. Learned counsel for the petitioner has approached this Court for the following reliefs:-

“(a) for the issuance of an appropriate order calling upon the respondents to bring on record, in the present case, the policy for implementation of the change of trade to restricted trade, as framed by the Respondents and referred to in the Notice at Annexure 2 to this Petition, ("said policy") and for issuance of an appropriate writ or writ in the nature of Certiorari for quashing the said policy as the same is arbitrary, without any authority of law and in violation of the fundamental rights, including but not limited to Article 14, 19 (1) (g) and 21, provided in the Constitution of India.

(b) for the issuance of an appropriate writ or order declaring that the said policy for implementation of the change of trade to restricted trade, as framed by the Respondents, is not binding on the lessee plot holders of the Respondents who are also the members of the Petitioner Society.”

2. No restrictive clause has been brought to my notice that restricts the lessee to carry out any particularly business.

3. Reference has been made to the lease agreement, especially the Clause-8 of the agreement, which reads as under:-

“8. That, the Lessee may use the demised land and /or the building to be erected as aforesaid for any lawful commercial activity provided it does not interfere with comfort & convenience of neighbours, society and does not violate any law of the land”.

4. It has been submitted that now for the change of the business, a huge amount are being asked which is contrary to the terms and conditions of the lease.
5. Learned counsel for the respondents seeks an adjournment for filing response.
6. As prayed for, put up this case on 26.02.2026.
7. During pendency of the present writ petition, respondents will not proceed in furtherance to the notice contained in Annexure-9.

(Rajesh Kumar, J.)

27th January, 2026
Raja/- Uploaded