

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P. (C) No. 7437 of 2025

....
M/s. Mahagama Rice Mill Pvt. Ltd.
through its Director, Aditya Sarolia

.....Petitioner

Versus

1. The State of Jharkhand through its Chief Secretary
2. The Secretary, Department of Industries, Government of Jharkhand,
3. The Jharkhand Industrial Area Development Authority through its Managing Director, Ranchi, Jharkhand
4. The Regional Director, Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar
5. The Deputy Commissioner, Godda
6. The Sub-Divisional Officer, Godda

.....Respondents

CORAM: HON'BLE MR. JUSTICE SANJAY PRASAD

For the Petitioner : Mr. Rajendra Krishna, Advocate
Mr. Saurav Shekhar, Advocate
Mr. Anurag Kumar, Advocate
For the State : Mr. Rishi Bharti, A.C. to A.A.G.-III
For the Resp. No. 3 to 4 : Mr. C.A. Bardhan, Advocate

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02/19.12.2025 This case has been placed today before this Court in the light of mentioning slip filed by the learned counsel for the petitioner as the Co-ordinate Bench (Hon'ble Mr. Justice Rajesh Kumar) of this Court is not available today for the last few days and as such, by the administrative order of Hon'ble the Chief Justice, the urgent matter of the roster of the Co-ordinate Bench has been directed to be mentioned before this Court and hence, this case was mentioned and listed before this Court today.

2. This writ petition has been filed on behalf of the petitioner for waiving off the interest and the penalty etc. (as contained in Annexure-10) and also for taking physical possession of the land allotted, if not delivered to the allottee and also to accept the

schedule payment of Rs. 60,00,000/- as per the current installment cycle in terms of Clause 2(2) of Land Allotment Certificate dated 16.11.2022 (Annexure-4) and to execute the lease deed as per the provisions of Clause-10 of the Land Allotment Certificate dated 16.11.2022 and for other ancillary reliefs also.

3. Learned counsel for the petitioner has submitted that an Industrial Plot has been allotted for establishing an industry in the name of M/s Mahagama Rice Mill Pvt. Ltd., on 16.11.2022 (i.e. the Annexure-4 of the writ petition). However, due to protest of some villagers, the physical possession of land was handed over to the petitioner in August 2024. Although the petitioner has already paid Rs.10,00,844/- (Rs. Ten Lakhs Eight Hundred Forty Four) as first installment to the Respondent on 01.11.2022, but the lease deed has not been executed till date.

4. It is submitted that the petitioner has to pay total Rupees One Crore Eight Thousand Four Hundred Thirty Seven (Rs.1,00,08,437/-) for the rightful owner of the land in question towards the establishment of Rice Mill and he has paid Rs.10,00,844/- (Rs. Ten Lakhs Eight Hundred Forty Four) on 01.11.2022 and the petitioner is ready to pay Rs. 60,00,000/- (Rs. Sixty Lakhs) and hence total payment is Rs.70,00,000/- (Rs. Seventy Lakhs) out of Rs.1,00,08,437/- on or before 10th January 2026 and he is also ready to pay the remaining amount of Rs.30,00,000/ (Rs. Thirty Lakhs) in installments as per payment scheduled procured through the online from the official website of the Respondent (i.e. Annexure-10 of the writ petition).

5. It is submitted that so far as the charging of interest for the period 22.03.2023 to 22.09.2025 is concerned, the same may be decided at the time of final argument of this case because during

this period the petitioner is not liable to pay any interest as the land was not in possession of the petitioner due to protest of the villagers.

6. Learned counsel for the Respondent Nos. 3 to 4 has submitted that he has been served the file recently and he has to seek necessary instruction from the Respondent Nos. 3 and 4 and as such, no order be passed at this stage in favour of the petitioner.

It is further submitted that the petitioner is liable to pay the interest as has been shown in the online schedule and he prays for two weeks' time to file Counter Affidavit.

7. Having heard learned counsel for the parties, this Court finds that the petitioner has already paid Rs.10,00,844/- (Rs. Ten Lakhs Eight Hundred Forty Four) for establishing an industry in the name of M/s Mahagama Rice Mill Pvt. Ltd., on 16.11.2022 (i.e. the Annexure-4 of the writ petition) and the petitioner is also ready to pay Rs.60,00,000/ (Rs. Sixty Lakhs) on or before the 10th January 2026. Therefore, the petitioner is likely to comply the payment of Rs. 70,00,000/ (Rs. Seventy Lakhs) out of Rupees One Crore Eight Thousand Four Hundred Thirty Seven (Rs.1,00,08,437/-) on or before 10th January, 2026.

8. Hence, if the petitioner deposits Rs.60,00,000/ (Rs. Sixty Lakhs) apart from the payment of Rs.10,00,844/- (Rs. Ten Lakhs Eight Hundred Forty Four) already deposited earlier, then it will be desirable that the Respondents concerned should execute the lease deed in favour of the petitioner on or before 20.01.2026.

9. Under the circumstances, the respondents concerned are directed to take necessary steps to get executed the lease deed in favour of the petitioner in the light of Annexure-10 of the writ petition, if the payment of Rs.60,00,000/ (Rs. Sixty Lakhs) is made

on or before 10th January 2026. If such lease deed has been executed by the Authorities after 10.01.2026, then the petitioner should also make endeavour to make the payment of remaining amount of Rs.30,00,000/- (Rs. Thirty Lakhs) and odd in installments as per payment scheduled procured through the online from the official website of the Respondent (i.e. Annexure-10 of the writ petition). However, the question of interest will be decided after filing the Counter Affidavit by the learned counsel for the State, at the time of final argument of the case.

10. Put up this case on 20.01.2026.

(Sanjay Prasad, J.)

Dated 19.12.2025
Kamlesh/-