

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.7812 of 2025

....

Rajendra Narain Sinha Petitioner

Versus

Steel Authority of India Limited, through its Chairman, Lodhi Road,
New Delhi & Ors. Respondents

....

CORAM: HON'BLE MR. JUSTICE RAJESH KUMAR

For the Petitioner : Mr. Rahul Lamba, Adv.
For the Respondents : Mr. Shresth Gautam, Adv.

....

02/22.01.2026

1. The present writ petition has been filed for the following reliefs:-
“1. For the issuance of an appropriate writ or writ in the nature of Certiorari for quashing the letter, dated 07.11.2025 and bearing reference No.TA/LRA/2025/5844, issued by Respondent SAIL to the Petitioner (Annexure-11) whereby the Respondents have held the business of Diagnostic Centre, being run by the Petitioner, as restricted trade and had directed to cancel the lease of the leased premises, being Plot No. JB-30 in City Centre, Sector 4, Bokaro Steel City ("Concerned Plot"), which is running in favour of the Petitioner, if the alleged restricted trade is not regularised by the Petitioner, by fulfilling the requirements and formalities of the Respondents and payment of the requisite fees, within 2 months of the said letter.
2. For the issuance of an appropriate writ or writ in the nature of Certiorari for quashing the letter, dated 05.03.2025 and bearing reference no. TA/LRA/2025/4245, issued by Respondent SAIL to the Petitioner (Annexure – 7) whereby the Respondents have held the business of Diagnostic Centre, being run by the Petitioner, as restricted trade and have directed the Petitioner to comply with a policy of the Respondent, allegedly made by Respondents for regularisation of restricted trade, and to make the payment of the requisite fees to the Respondent.
3. For the issuance of an appropriate order calling upon the Respondents to bring on record, in the present case, the policy for regularisation of restricted trade, as framed by the Respondents and referred to in the Notice at Annexure – 4 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;

4. 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 Petitioner.”

2. Reference has been made to the lease agreement, especially the Clause-15, which reads as under:-

“15. THAT the lessee will use and occupy the demised land and the messuage and building erected or to be erected thereon as aforesaid or permit the same to be used or occupied as dwelling house, office or shop or for any other lawful purpose without causing any constructions, annoyance or nuisance to the lessor, or the nearby residents. The lessee shall not make any permanent structures so as to cause any hindrance or obstruction to the public/ pedestrian. The lessee shall see that the public area/pedestrian areas such as verandahs/connecting links/pavements, etc. are kept free of any hindrance so as to allow free flow of the pedestrian movement/users, etc. which shall not be obstructed in any way.

The lessee will not assign, transfer, sublet or underlet or part with the possession of the demised land or the buildings erected or to be erected thereon without the prior written consent and permission of the lessor. Notwithstanding the covenant above if the lessee is unable to run the business he may inform the lessor of his inability to run the business and lessor may in its sole discretion either take over the premises for leasing it out to a fresh lessee or make such arrangements as the lessor may deem fit and proper on such terms and conditions as the lessor may think fit. The lessor will not be called upon to assign any reason for making fresh allotment or such arrangement and the decision of the lessor in this regard would be final and binding on the lessee. The lessor in the event of breach on the part of the lessee in observance of the aforesaid covenants, shall have the right to re-entry on the demised land and or the building erected thereon.

PROVIDED always that the lessee may mortgage the premises to a recognised registered financial institution with the prior permission of the lessor in writing. In such event a tripartite agreement shall be executed amongst the lessor, lessee and the proposed mortgagee before such mortgage is created.”

3. 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.
4. Learned counsel for the respondents seeks adjournment for filing response.
5. As prayed for, put up this case on 26.02.2026.
6. During pendency of the writ petition, respondents will not proceed in furtherance to Annexure-11.

(Rajesh Kumar, J.)

22.01.2026

Shahid/

Uploaded on 27.01.2026