

IN THE HIGH COURT OF JHARKHAND AT RANCHI

L.P.A No. 728 of 2023

Smt. Suga Devi

....Appellant(s)

Versus

Bharat Coking Coal Limited & Others

....Respondent(s)

CORAM: HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD
HON'BLE MR. JUSTICE DEEPAK ROSHAN

For the Appellant(s) : Mr. Avishek Chandra, Advocate

For the Respondent(s) : Mr. Arpan Mishra, Advocate

13/ Dated: 23rd March 2026

1. On 19.02.2026, this Court passed the following orders:

- “1. Heard the learned counsel appearing for the parties.*
- 2. The matter pertains to disbursement of amount of compensation in lieu of use of the land as per the details furnished as available in the Record of Rights (RaiyatiKhatiyani).*
- 3. The petitioner claims absolute title of the land as referred in page 37 of the counter affidavit dated 01.12.2025, i.e, Thana No.134 Village-Bhutgoriya, Circle-Jharia, District-Dhanbad.*
- 4. It is the specific case of the writ petitioner (the appellant herein) that the land in question has already been utilized by carrying out the mining operation, but no compensation amount has been paid, rather only appointment has been provided, that too, based upon an agreement.*
- 5. This Court has directed the respondent-BCCL to come out with the original copy of the agreement to ascertain the aforesaid fact.*
- 6. An affidavit has been filed on behalf of the respondent-BCCL but the original copy of the agreement has not been appended, rather, a photo copy of one agreement has been appended.*
- 7. We have gone through the copy of the agreement as appended with the affidavit dated 10.02.2026 and found therefrom that there is no reference of the details of the land in lieu thereof the appointment has been said to be provided in favour of the appellant.*
- 8. Mr. Indrajit Sinha, the learned counsel appearing for the respondent-BCCL has submitted that the original copy of the agreement is not available in the Office.*
- 9. This Court has posed a question that when the original copy of the agreement is not available in the office, then what is the basis to ascertain the photo copy of the agreement which has been appended with the affidavit dated 10.02.2026 said to be executed in between the appellant and the respondent-BCCL.*
- 10. Mr. Indrajit Sinha, the learned counsel for the respondent-BCCL has submitted that it cannot be ascertained.*
- 11. The respondent-BCCL being the State within the meaning of Article 12 of the Constitution of India and when the land has been utilized by the respondent-BCCL for carrying out the mining operation and the land is admittedly in the nature of raiyati land, then it is not only the primary duty, rather it is the obligation of the respondent-BCCL to keep the original agreement based upon that the land has been utilized for the purpose of carrying out the mining operation.*
- 12. It is the case of the respondent-BCCL that the appointment has been provided in lieu of the use of the land. However, by referring to Annexure-C appended to the said affidavit, it has been submitted that right over land*

which has been said to be utilized having been relinquished by the petitioner has been said to be the incorrect plot, then the further question is that if the appointment has been provided, then what was the basis to provide appointment.

13. The respondent-BCCL being an establishment and within the meaning of Article 12 of the Constitution by not producing the original agreement, is being held by this Court that the respondent-BCCL has failed in fulfilling its accountability.

14. This Court is to look into that the public money may not be squandered either way. If the version of the petitioner is correct, then the petitioner is to be compensated but if the version of the petitioner is not correct and even then, the appointment has been provided, then it is also a serious matter.

15. The respondent-BCCL is to be cautious in this process in taking land which should have been by ascertaining the details of the record and the absolute title of the Raiyat over the land in question and not in a casual manner as the fact of the present case is being shown.

16. Mr. Indrajit Sinha, the learned counsel appearing for the respondent-BCCL has submitted that he had a talk with the BCCL authority to come out with the appropriate measure so as to deal with the issue of non-availability or missing of the original agreement.

17. He has further submitted that the land, as per the record of rights, as available in page-37 of the counter affidavit dated 01.12.2025 has not been utilized by the BCCL.

18. He has referred one document as appended as Annexure-B which contains the reference of the joint meeting convened in the office of the General Manager of BCCL. The husband of the appellant has acknowledged the fact that the soil has been excavated from the part of the land in question.

19. The emphasis of argument of the learned counsel representing the respondent-BCCL, as has been referred hereinabove, is that the land as per the details furnished and as available in page-37 of the counter affidavit dated 01.12.2025, i.e., the Record of Right, has never been utilized for the mining purpose by the respondent BCCL.

20. He has submitted that since the said land has not been utilized and, as such, the respondent-BCCL is ready to return back the land in question to the appellant which the learned counsel appearing for the appellant has accepted.

21. But it has been submitted by the learned counsel for the appellant, on instruction, that the land has been utilized and if the land has been utilized then no purpose would be served taking back the land. However, he has submitted that if the land has not been utilized, then there is no difficulty, rather it will benefit the beneficiary, i.e., the appellant herein for the purpose of the utilization of land for her own use.

22. This Court, before passing the order on the issue of returning back the land in question to the appellant on being submitted by Mr. Indrajit Sinha, the learned counsel for the respondent-BCCL at Bar, is of the view that first it is to be ascertained as to whether the land in question as per the details furnished in page-37 of the said counter affidavit has been utilized by the respondent-BCCL for the purpose of mining operation.

23. The Deputy-Commissioner, Dhanbad, therefore, is directed to constitute a Committee directing the officer at the rank of the Additional District Magistrate along with the Circle Officer of the concerned circle to submit a report in this regard.

24. This Court is further of the view that the Secretary, DLSA, Dhanbad will also be one of the members of the said Committee.

25. Let a report be submitted by the said Committee within three weeks by appending the same with an affidavit.

26. Let this matter be posted on 23.03.2026.

27. Let a copy of the order be communicated to the Deputy-Commissioner, Dhanbad for needful.

28. Let a copy of this order be communicated to the learned Member Secretary, JHALSA for onward transmission to the Chairman, DLSA, Dhanbad and Secretary, DLSA, Dhanbad."

2. We have perused the office note dated 20.03.2026 and it appears that no report is available being not sent either from the office of the Deputy Commissioner and the Member Secretary, JHALSA.

3. We are granting further two weeks' time for compliance of the aforesaid order.

4. This Court also in view of non-compliance of the order passed on 19.02.2026 is of the view that the Deputy Commissioner, Dhanbad needs to be impleaded as party-respondent.

5. Let necessary correction be carried out in the memo of party in course of the day.

6. Mr. Sachin Kumar, learned AAG-II waives notice on behalf of the Deputy Commissioner, Dhanbad.

7. Learned AC to AAG-II assures this Court that the report as has been directed to be placed by virtue of order dated 19.02.2026 shall be placed on the next date of hearing.

8. List this case on 13.04.2026.

9. Let name of Mr. Sachin Kumar, learned AAG-II be reflected in the cause list.

10. Let a copy of the brief including all the affidavits and the orders be supplied to the learned State counsel which shall be supplied by Mr. Arpan Mishra, learned counsel for the respondent-BCCL.

11. Let this order be communicated to the Ld. Member Secretary, JHALSA forthwith.

(Sujit Narayan Prasad, J.)

(Deepak Roshan, J.)

23rd March 2026

Jk/Amit