

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No.17945 of 2023

*Ajit Sahu*

.....

*Petitioner*

*Mr. S.R. Mohanty, Advocate*

Vs.

*State of Odisha & Others*

.....

*Opposite Parties*

*Mr. P.P. Mohanty, AGA*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MR. JUSTICE M.S.RAMAN**

**ORDER**

**22.06.2023**

**Order No.**

01.

This matter is taken up through hybrid mode.

2. Heard.

3. The Petitioner has filed this writ petition seeking direction to quash the revised demand notice dated 13.04.2023 at Annexure-5 and to direct the Opposite Parties to execute the lease deed in favour of the Petitioner in respect of Barada BSQ No.3.

4. After advancing some argument, learned counsel for the Petitioner contended that he wants to confine his prayer for quashing of the demand notice dated 13.04.2023 at Annexure-5 and he does not want to press rest part of the prayer. He also contended that the demand order under Annexure-5 cannot be sustained and the same is liable to be quashed. He relied on the judgments in the case of *Babamani WSHG vrs. State of Odisha & Others*; AIR 2020 Orissa 120, *United India Insurance Co. Ltd. Vrs. M.K.J. Corporation*; (1996) 6 SCC 428, para-7, *Polymat India (P) Ltd. & Another vrs. National Insurance Co. Ltd. & Another*; (2005) 9 SCC 174, para-22, 23 & 25 and *United India Insurance Co. Ltd. Vrs. Harchand Rai Chandan Lal*; (2004) 8 SCC 644, para-9, 12, 13 & 14.

5. Issue notice. Mr. P.P. Mohanty, learned Addl. Govt. Advocates accepts notice on behalf of the Opposite Parties. Four extra copies of the writ petition be served on him in order to enable him to take instruction and file counter affidavit.

6. List this matter after two weeks.

**I.A. No. 8267 of 2023**

7. Without prejudice to the rights and contentions of the parties, as an interim measure, it is directed that subject to deposit of 30% of the demanded amount by the Petitioner, by 07.07.2023, the demand so raised under Annexure-5 shall remain stayed till 14.07.2023.

AKS

