

Case :- MISC. BENCH No. - 1042 of 2021

Petitioner :- Smt. Tasirul Nisha

Respondent :- Bharat Sanchar Nigam Ltd. Thru. Its J.T.O., New Delhi & Anr.

Counsel for Petitioner :- Nijam Ahamad

Counsel for Respondent :- Pratul Kumar Srivastava

Hon'ble Devendra Kumar Upadhyaya, J.

Hon'ble Manish Kumar, J.

We are pain to observe that the instrumentality of the State i.e. Bharat Sanchar Nagam Limited which is a Government Company, is occupying the land of the petitioner unlawfully.

It has been contended by the learned counsel for the petitioner that under a lease agreement certain portion of land was let out to B.S.N.L for erection of mobile tower. The terms of the lease agreement though came to an end on 31.07.2019, yet till date B.S.N.L. has not vacated the land belonging to the petitioner; rather B.S.N.L is still utilizing the land without even paying rent.

Learned counsel representing the B.S.N.L, has however, stated that the rent to the petitioner was paid till 31.07.2019 and thereafter though the term of the lease agreement was not renewed for any further period, the petitioner has been paid the amount of rent till 31.01.2021. The payment from 01.08.2019 till 31.01.2021 has been made only on 30.01.2021 i.e. after the notice of this writ petition was served upon B.S.N.L. Clearly from 1st of August, 2019, till date B.S.N.L. is in illegal occupation and use of the land of the petitioner for which the petitioner would not only be entitled to the rent but compensatory damages as well. It is also strange to notice that the rent by B.S.N.L. to the petitioner for the period from 01.08.2019 till 31.01.2021 was paid on old rates.

We cannot expect such a conduct on the part of B.S.N.L.

List this case on 03.02.2021 to enable learned counsel representing the B.S.N.L. to seek instructions from the General Manager concerned as also from the Chief General Manager of B.S.N.L. U.P.(East).

Order Date :- 1.2.2021

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