

**(2024) 12 UK CK 0028**

**Uttarakhand High Court**

**Case No:** Writ Petition (M/S) No. 3164 Of 2024

Saleem Ahmad

APPELLANT

Vs

State Of Uttarakhand & Others

RESPONDENT

**Date of Decision:** Dec. 6, 2024

**Hon'ble Judges:** Pankaj Purohit, J

**Bench:** Single Bench

**Advocate:** Nitin Tiwari, Anil Dabral, Suyash Pant, Sandeep Kothari

**Final Decision:** Disposed Of

### **Judgement**

Pankaj Purohit, J

1. By means of the present writ petition, the petitioner has challenged the office order dated 12.05.2023, Annexure no. 2, to the writ petition, and

subsequent notice issued by the respondent, where by the rent of the shop in question, which is situated at "Saras Market, Haldwani", was

enhanced from Rs.3,000/ - to Rs.5,184/ - with effect from January, 2023, and consequent recovery notice dated 05.10.2024, issued by the respondent

- KMVN.

2. It is contended by the learned counsel for the petitioner that the petitioner was allotted a shop in "Saras Market, Haldwani" in the year 2013 on

a monthly rent of Rs.3,000/ - but on the request made by the shopkeepers of the "Saras Market, Haldwani", the said rent of the shop was

reduced from Rs.3,000/ - to Rs. 800/ - and undisputedly the petitioner keeps on paying the rent of Rs. 800/ - per month regularly. By the impugned

order dated 12.05.2023, Annexure no. 2, to the writ petition, the respondent - KMVN, has enhanced the rent of the shop from Rs. 800/ - to Rs.5,184/

- on the premise that earlier the rent was reduced to Rs. 800/- by the Managing Director of the KMVN, without placing the matter before the Board.

Feeling aggrieved by the aforesaid enhancement of the rent, the petitioner is before this Court.

3. It is submitted by the learned counsel for the respondent - KMVN, which is reflected from the notice itself that earlier the rent was Rs.3,000/- in

the year 2014, which was reduced to Rs. 800/- by the Managing Director, KMVN, without any decision of the Board, and therefore, the Board has

taken a decision to treat the rent Rs. 3,000/- and making that the base rent, the rent was re-fixed after a period of more than ten years from Rs.3,000

to Rs.5,184/-, as according to the terms and conditions of the lease deed, the rent was to be increased 20% after three years. The recovery thereof

also inflicted upon the petitioner by the order dated 05.10.2024, amounting to Rs.1,57,065/-. It is also made clear by the learned counsel appearing for

the respondent KMVN that the recovery of the earlier rent, which was reduced by the Managing Director of the KMVN, without authority has not

been claimed, keeping in view the interest of the shopkeepers.

4. Having considered the rival submissions of the learned counsels for the parties, this Court is of the opinion that the action on the part of the

KMVN, appears to be quite legal and suffers from no illegality, and therefore, no interference is required. However, liberty can be given to the

petitioner, so far as the arrears of the rent, which was increased with effect from January, 2023, is concerned, to pay the arrears in installment. In this

regard a representation is to be made by the petitioner to the Managing Director, KMVN, which shall be decided within a period of two weeksâ€™

from the date of receipt of representation.

5. Accordingly, the writ petition is disposed of.