

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH, KOLKATA**

Original Application no. 92 of 2026/EZ

**(Under Section 14, 15 read with section 18 of the National Green
Tribunal Act, 2010.)**

IN THE MATTER OF:

Lakshmi Narayan Gupta, Mayor, Chapra Nagar Nigam and Anr.

...Applicants

-Versus-

The State of Bihar & Ors.

...Respondents

INDEX

<u>Sl. No.</u>	<u>Annexures</u>	<u>Particulars</u>	<u>Page no</u>
1.		Index	1 - 2
2.		Synopsis and List of dates	3 - 9
3.		Memo of Parties	10 - 12
4.		Application Under Section 14, 15 read with Section 18 of the National Green Tribunal Act, 2010 with affidavit.	13 - 32
5.	P/1	Copy of Lease Deed dated 05-12-1953	33 - 50
6.	P/2	Copy of the Letter No 212 dated 15-02-2016	51 - 54
7.	P/3	Copy of Memo No. 2751 dated 23-08-2016	55 - 57
8.	P/4	Copy of the letter No. 17 dated 24-01-2022	58 - 60

9.	P/5	Copy of the Order dated 18-07-2024 passed in CWJC No. 3850/2022	61 – 63
10.	P/6 Series	Copy of the applications dated 14-02-2026	64 – 71
11.	P/7	Copy of the Judgement dated 26-03-2009 passed in Writ Petition (C) No. 230 of 2001	72 – 80
12.		VAKALATNAMA & AADHAR	81 – 82

Filed by:



Ghanshyam Pandey
Advocate

Office: Hastings Chamber, 7C, K. S.
R. Road, 2nd Floor, Room No. 206,
Kolkata – 700 001

E: ghanshyamlegal@gmail.com;

M: 9686750386.

Dated: 26-02-2026.

Place: Patna, Bihar.

SYNOPSIS

The present Original Application has been preferred by the Applicants, Lakshmi Narayan Gupta and the Nagar Nigam, before the National Green Tribunal, Eastern Zone Bench, Kolkata, under Sections 14, 15 and 18 of the National Green Tribunal Act, 2010, seeking restoration of Jamuni Pokhra/Pond situated within the campus of Rajendra College, Chapra, District-Saran, Bihar – a water body forming part of municipal property belonging to Chapra Nagar Nigam – which has been illegally demolished, filled up with soil and concrete, and built upon by Private Respondent (Principal, Rajendra College, Chapra) in gross violation of lease covenants, the Water (Prevention and Control of Pollution) Act, 1974, and the binding directions of the Hon'ble Supreme Court of India.

The land and building comprising the campus of Rajendra College, Chapra was donated by Shah Banwari Lal to Chapra Municipality (now Chapra Nagar Nigam). The entire property, measuring 20 bighas 12 kathas 11 dhurs, situated at Ward No.6, Circle No.18, Chapra, is accordingly the property of Chapra Nagar Nigam. The said property was first leased to Rajendra College Governing Body on 21.02.1939 for 20 years, and thereafter a fresh registered Lease Deed was executed on 05.12.1953 for a further period of 21 years at annual rent of Rs.775/-, which expired on 05.12.1974.

Clause 8 of the Lease Deed dated 05.12.1953 expressly recognised that within the leased area there exists a Jamuna Nala connecting with the Sarai Tank (Jamuni Pokhra) and categorically prohibited the Lessee from filling up or constructing anything upon the said Nala/Pokhra. The right to rear fish in the said water body was expressly reserved with the Lessor (i.e., Chapra Nagar Nigam). Despite expiry of the lease in 1974, Rajendra College has been in unauthorised occupation of the premises without

renewal of lease and without payment of rent, arrears of which have accumulated to over Rs.26,07,192/- as of 2015-16 (as per official records).

Principal, Rajendra College, Chapra, taking advantage of an ex parte order passed by the Hon'ble Patna High Court in CWJC No.3850 of 2022 – which was filed without impleading Chapra Nagar Nigam – illegally demolished the Jamuni Pokhra/Pond, filled it with soil and concrete, killed all fish therein (estimated value Rs. 10 lakhs), and commenced construction of a new college building on the filled Pokhra. When the Applicant and the Municipal Commissioner objected and sought restraint, the college administration refused to desist and issued threats. Representations made by the Applicant to the District Magistrate, Saran (Letter No.187/2026 dated 14.02.2026) and to the Chairman/Member Secretary, Bihar Pollution Control Board, Patna (Letter No.188/2026 dated 14.02.2026) yielded no response. Even an application under Section 144 Cr.P.C. before the Sub-Divisional Magistrate, Sadar, Chapra proved ineffective.

Hence this application as even if the issue of title is removed, the Pond / Pokhar could never be filled or the fishes in the pond cannot be killed as ponds are the lungs of the ground water system.

LIST OF DATES AND EVENTS

DATE	EVENT
21.02.1939	First Lease Deed executed between Chapra Municipality (through Chairman Babu Harihar Saran) and the Governing Body of Rajendra College, Chapra (through President Babu Brij Kishore Prasad) for the Shah Banwari Lal Sarai building and land measuring approximately 118.4K.10 dhurs, for a period of 20 years at an annual rent of Rs.300/-.
05.12.1953	Fresh Lease Deed executed for 21 years between Sri Brajendra Bahadur, Chairman, Chapra Municipal Board (1st party/Lessor) and Sri Bisheshwar Dayal Sinha, Secretary, Rajendra College Governing Body (2nd party/Lessee), covering premises of Shah Banwari Lal Sarai building and land measuring 20 bighas 12 kathas 11 dhurs (with immediate possession of 16 bighas 2 kathas 11 dhurs), at annual rent of Rs.775/- (to increase to Rs.1,975/- on full possession). Clause 8 of the Lease expressly prohibited the Lessee from filling up or building upon the Jamuna Nala/Jamuni Pokhra. (Annexure-P/1)
05.12.1974	Lease Deed of 21 years expired. Not renewed by Rajendra College administration. Arrears of rent began accumulating.
05.04.1988	First negotiation held between officials of Rajendra College and Nagar Parishad Chapra for renewal of expired lease.
27.03.1990	Second and final negotiation held. Monthly rent agreed at Rs.3,000/- effective 01.04.1988. Rajendra College

DATE	EVENT
	paid Rs.10,000/- but failed to execute fresh lease deed. College continues to run on the same land and building without a valid lease.
25.07.2001	Supreme Court of India delivered landmark judgment in Hinchlal Tiwary v. Kamla Devi, AIR 2001 SC 3215, mandating protection of ponds, tanks and water bodies as community resources, directing restoration of encroached ponds.
22.02.2013	Letter No.02 issued by Nagar Parishad Chapra to Principal, Rajendra College regarding outstanding dues.
12.11.2013	Letter No.1530 issued by Nagar Parishad Chapra demanding payment of pending arrear rent.
20.07.2015	Letter No.1034 issued by Nagar Parishad Chapra reiterating demand for outstanding dues.
25.02.2015	Letter No.317 issued by Nagar Parishad Chapra to Principal, Rajendra College.
15.02.2016	Letter No.212 issued by Municipal Executive Officer, Nagar Parishad Chapra to Principal, Rajendra College, Chapra demanding arrear rent of Rs.26,07,192/- (Rupees Twenty-Six Lakhs Seven Thousand One Hundred and Ninety-Two only) and calling for urgent renewal of lease. Copies sent to Vice Chancellor Jay Prakash University, District Magistrate Saran, and Secretary, Urban Development & Housing Department, Bihar. (Annexure-P/2)
23.08.2016	Memo No.2751 issued by District Magistrate, Saran, Chapra to Principal, Rajendra College directing

DATE	EVENT
	immediate payment of outstanding building tax dues to Chapra Nagar Parishad for financial year 2016-17. (Annexure-P/3)
26.03.2009	Supreme Court of India passed order in M.K. Balakrishnan & Others v. Union of India & Others, WP(C) No.230 of 2001, directing measures for conservation of wetlands and implementation of recommendations regarding water body protection across the country. (Annexure-P/7)
24.01.2022	Letter No.17 issued by Municipal Commissioner, Chapra Nagar Nigam, providing information regarding Rajendra College to the Personal Secretary of the Hon'ble Minister, Department of Education, Bihar, confirming that the registered lease deed expired on 05.12.1974, has not been renewed, and arrears of rent as of 2012-13 amounted to Rs.20,17,721/-. (Annexure-P/4)
2022	Dr. Mahachandra Prasad Singh filed CWJC No.3850 of 2022 before the Hon'ble Patna High Court as a Public Interest Litigation for renovation/new construction of Rajendra College building, without impleading Chapra Nagar Nigam or the Urban Development & Housing Department as parties.
18.07.2023	Hon'ble Patna High Court (per Chief Justice K. Vinod Chandran and Justice Partha Sarthy) disposed of CWJC No.3850 of 2022, directing the Managing Director, BSEIDC to cooperate with Jay Prakash University and Principal, Rajendra College to draw up an estimate for renovation/new construction. The order was passed

DATE	EVENT
	without knowledge of Chapra Nagar Nigam. (Annexure-P/5)
23.02.2024	Municipal Commissioner, Chapra Nagar Nigam, made Sairat settlement of Jamuni Pokhra for the year 2024-25 in the name of Sri Harendra Chaudhary vide Memo No.531, confirming the Pokhra is property of Chapra Nagar Nigam.
After 18.07.2023 (before 14.02.2026)	Respondent No.10 (Principal, Rajendra College, Chapra), in violation of lease conditions, Water (Prevention and Control of Pollution) Act, 1974, and directions of the Hon'ble Supreme Court, illegally demolished Jamuni Pokhra/Pond situated within Rajendra College campus; filled it up with soil and concrete; killed fishes of Rs.10 lakhs; and commenced construction of a college building thereon. When applicant made representations, the college administration abused and threatened the applicant.
14.02.2026	Applicant gave applications before (i) the District Magistrate, Saran, Chapra (Letter No.187/2026) and (ii) the Chairman/Member Secretary, Bihar State Pollution Control Board, Patna (Letter No.188/2026), praying for legal action against the college administration and restraint on construction over the demolished Jamuni Pokhra/pond. No action was taken. (Annexure-P/6 series)
14.02.2026 onwards	Municipal Commissioner, Chapra Nagar Nigam, personally tried to persuade college administration not to construct a building over Jamuni Pokhra/pond; also

DATE	EVENT
	made application to Sub-Divisional Magistrate, Sadar, Chapra under Section 144 Cr.P.C. for stay of construction. No order was passed.
26.02.2026	Filing of present Original Application before the National Green Tribunal, Eastern Zone Bench, Kolkata, seeking restoration of Jamuni Pokhra/Pond, stay of construction activity, and imposition of heavy penalty upon responsible respondents.

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH, KOLKATA**

**Original Application no. _____ of 2026/EZ
(Under Section 14, 15 read with section 18 of the National Green
Tribunal Act, 2010)**

MEMO OF PARTIES

In the matter of:

1. Lakshmi Narayan Gupta, Mayor, Chapra Nagar Nigam, aged about 42 years, Male, son of Chandrika Prasad Gupta, resident of Ward No.28, Sahebganj, Sonarpatti, P.S.-Town Thana, Chapra, District-Saran, Bihar – 841301, M: 9330812328, E: ulbchapranagarnigam@gmail.com.
2. The Municipal Commissioner, Chapra Nagar Nigam, Chapra, District-Saran, Bihar – 841 301. M: 9330812328, E: ulbchapranagarnigam@gmail.com

...APPLICANTS

-VERSUS-

1. The State of Bihar through the Chief Secretary, Government of Bihar, Main Secretariat Building, Bailey Road, Patna – 800 015, Bihar. E-mail: cmbihar@nic.in
2. The Principal Secretary, Urban Development and Housing Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna – 800 015, Bihar. E-mail: udhd.bih@gmail.com
3. The Principal Secretary, Revenue and Land Reforms Department, Government of Bihar, Old Secretariat, Bailey Road, Patna - 8000015, Bihar. E-mail: boardofrevenuebihar@gmail.com

4. The Principal Secretary, Department of Education, Ground Floor, Vikash Bhawan, Near New Sachibalay, Bailey Road, Secretariat, Patna-800015, Bihar. E-mail: info-lokshikayat-bih@gov.in, secy-edn-bih@nic.in
5. The Secretary, Animal Husbandry Department, Government of Bihar, Vikas Bhawan, Bailey Road, Secretariat, Patna-800015, Bihar. E-mail: ahd-bih@nic.in
6. The Director, Directorate of Fisheries, Diary, Fisheries and Animal Resources, Department, Government of Bihar, at 2nd Floor, Vikas Bhawan (New Secretariat), Bailey Road, Patna, Bihar – 800 015, E: directorfisheries-bih@nic.in, ahd-bih@nic.in.
7. The Director, Department of Higher Education, Government of Bihar, Secretariat, Patna, Bihar, Patna – 800 015, Bihar. E: secy-edn-bih@nic.in
8. The Vice Chancellor, Jay Prakash University, Rahul Sankrityan Nagar, Near Parwati Ashram (Chota Telpa), Chapra - 841301, Bihar. E-mail: vc-jpu-bih@nic.in
9. The Registrar, Jay Prakash University, Chapra, Rahul Sankrityan Nagar, Near Parwati Ashram (Chota Telpa), Chapra - 841301, Bihar. E-mail: vc-jpu-bih@nic.in.
10. The Principal, Rajendra College, Chapra, Takkad Morde, Near Gudari Bazar, Chapra, Bihar - 84130. E-mail: iqac@rcc.ac.in

11. The Divisional Commissioner, Saran Division, Dak Bunglow Road, Chapra, Saran, Bihar – 841301, E: bihcha@nic.in
12. The District Magistrate, Saran, Collectorate, Chapra, Saran, Bihar – 841 301. E-mail: dm-saran.bih@nic.in
13. The Circle Officer, Sadar, District Collectorate (Saran District Administration), Collectorate, Chapra, Saran, Bihar – 841 301. E-mail: cosadar1@gmail.com.
14. The Chairman, Bihar State Pollution Control Board, Parivesh Bhawan, Plot No. NS-B/2, Patliputra Industrial Area, Patliputra, Patna, Bihar 800010, Bihar. E-mail: bspcb@yahoo.com or info@bspcb.bih.nic.in
15. The Chairman, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi – 110032, E-mail: ccb.cpcb@nic.in

...Respondents

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
EASTERN ZONE BENCH, KOLKATA**

**Original Application no. _____ of 2026/EZ
(Under Section 14, 15 read with section 18 of the National Green
Tribunal Act, 2010)**

In the matter of:

1. Lakshmi Narayan Gupta, Mayor,
Chapra Nagar Nigam, aged about 42
years, Male, son of Chandrika
Prasad Gupta, resident of Ward
No.28, Sahebganj, Sonarpatti, P.S.-
Town Thana, Chapra, District-
Saran, Bihar - 841301, M:
9330812328, E:
ulbchapranagarnigam@gmail.com.
2. The Municipal Commissioner,
Chapra Nagar Nigam, Chapra,
District-Saran, Bihar - 841 301. M:
9330812328, E:
ulbchapranagarnigam@gmail.com

...APPLICANTS

-VERSUS-

1. The State of Bihar through the Chief
Secretary, Government of Bihar,
Main Secretariat Building, Bailey
Road, Patna - 800 015, Bihar. E-
mail: cmbihar@nic.in

2. The Principal Secretary, Urban Development and Housing Department, Government of Bihar, Vikas Bhawan, Bailey Road, Patna – 800 015, Bihar. E-mail: udhd.bih@gmail.com
3. The Principal Secretary, Revenue and Land Reforms Department, Government of Bihar, Old Secretariat, Bailey Road, Patna - 8000015, Bihar. E-mail: boardofrevenuebihar@gmail.com
4. The Principal Secretary, Department of Education, Ground Floor, Vikash Bhawan, Near New Sachibalay, Bailey Road, Secretariat, Patna-800015, Bihar. E-mail: info-lokshikayat-bih@gov.in, secy-edn-bih@nic.in
5. The Secretary, Animal Husbandry Department, Government of Bihar, Vikas Bhawan, Bailey Road, Secretariat, Patna-800015, Bihar. E-mail: ahd-bih@nic.in
6. The Director, Directorate of Fisheries, Diary, Fisheries and Animal Resources, Department,

Government of Bihar, at 2nd Floor,
Vikas Bhawan (New Secretariat),
Bailey Road, Patna, Bihar – 800
015, E: directorfisheries-bih@nic.in,
ahd-bih@nic.in.

7. The Director, Department of Higher Education, Government of Bihar, Secretariat, Patna, Bihar, Patna – 800 015, Bihar. E: secy-edn-bih@nic.in
8. The Vice Chancellor, Jay Prakash University, Rahul Sankrityan Nagar, Near Parwati Ashram (Chota Telpa), Chapra - 841301, Bihar. E-mail: vc-jpu-bih@nic.in
9. The Registrar, Jay Prakash University, Chapra, Rahul Sankrityan Nagar, Near Parwati Ashram (Chota Telpa), Chapra - 841301, Bihar. E-mail: vc-jpu-bih@nic.in.
10. The Principal, Rajendra College, Chapra, Takkad Morde, Near Gudari Bazar, Chapra, Bihar - 84130. E-mail: iqac@rcc.ac.in
11. The Divisional Commissioner, Saran Division, Dak Bunglow Road,

Chapra, Saran, Bihar – 841301, E:
bihcha@nic.in

12. The District Magistrate, Saran,
Collectorate, Chapra, Saran, Bihar –
841 301. E-mail: dm-
saran.bih@nic.in

13. The Circle Officer, Sadar, District
Collectorate (Saran District
Administration), Collectorate,
Chapra, Saran, Bihar – 841 301. E-
mail: cosadar1@gmail.com.

14. The Chairman, Bihar State Pollution
Control Board, Parivesh Bhawan,
Plot No. NS-B/2, Patliputra
Industrial Area, Patliputra, Patna,
Bihar 800010, Bihar. E-mail:
bspcb@yahoo.com or info@bspcb.bi
h.nic.in

15. The Chairman, Central Pollution
Control Board, Parivesh Bhawan,
East Arjun Nagar, Delhi – 110032,
E-mail: ccb.cpcb@nic.in

...Respondents

The humble application on behalf of the
petitioners/ Applicants most
respectfully.

SHEWETH:

1. That this application is directed for taking suitable legal action against responsible respondents particularly against the Respondent No. 10 who in illegal way without any entitlement and without any renewal of lease, in violation of Water (Prevention and Control of Pollution) Act, 1974 as well as ignoring the judgment and direction of the Hon'ble Supreme Court of India passed in the matter of Hinchlal Tiwary Versus Kamla Devi reported in AIR 2001 SC 3215. The judgment has been delivered on 25.07.2001, the respondent no.10 demolished the Jamuni Pokhra/Pond Jamuni Pokhra/pond situated in the campus of Rajendra College, Chapra which is property of Chapra Nagar Nigam and filled up with soil and concrete and killed the fishes of Talaab/Pond of Rs. 10 lacs, whereas, the settlement of Sairat for the year 2024-25 of the said Jamuni Pokhra is in the name of Sri Harendra Chaudhary and settlement of Sairat was made vide Memo No. 531 dated 23.02.2024 by the Municipal Commissioner, Chapra Nagar Nigam and it is clarified that on 05.12.1953 a lease was prepared in between Sri Brajendra Bahadur Chairman, Chapra Municipal Board on behalf of the Commissioner of the Chapra Municipality who is known as First Party and Sri Bisheshwar Dayal Singh- Secretary, Rajendra College Governing Body..Second Party and in the said deed of lease dated 05.12.1953 in para No.8, it has been mentioned that "there is a



Nala connecting the Jamuna Nala with the Sarai Tank, portion of this Nala and entire Jamuna Nala falls within the area leased out. The said connecting Nala and Jamuna Nala are used for taking in and draining out water of the Sarai tank. The lessor will have right to use Jamuna Nala for the aforesaid purpose and lessee will have no right to fill up or build the Jamuna Nala and the connecting Nala aforesaid the lessor shall have the right of rearing fish and shall appropriate the sells proceeds thereof as usual". The first lease of deed dated 21.02.1939 which expired in the year 1953 and thereafter on 05.12.1953 fresh Lease of Deed of yearly rent was given for a period of 21 years which expired on 05.12.1974 and administration of Rajendra College, Chapra, but after 05.12.1974 lease of deed was not renewed and administration of Rajendra College, Chapra never paid the arrear of rent which is about more than 20 lakhs. The applicant has given an application before the District Magistrate, Saran, Chapra, Bihar as well as before the Chairman, Bihar Pollution Control Board, Patna on 14.02.2026 to take suitable legal action against the Principal of Rajendra College, Chapra and also against Dr. Mahachandra Prasad Singh to restrain them from construction of building of Rajendra College, Chapra at Jamuni Pokhra/pond which was demolished, but no one has taken any pain to save the physical feature of the Jamuni Pokhra/Pond situated in the campus of



Rajendra College, Chapra, Saran and did not give any importance of provision of Water(Prevention and Control of Pollution) Act, 1974. And for a direction to restore the physical feature of the said Jamuni Pokhra /pond situated into the premises of Rajendra College, Chapra and impose heavy penalty upon the responsible respondent no. 10 for their illegal act and also against the responsible respondents who did not provide shelter of law to protect the Jamuni Pokhra/pond.

2. That fact of the case is that Sah Banwari Lal Sarai building and land was given to Chapra Municipality on gift by the owner of Sah Banwari Lal Sarai building and delivery of possession was given to Chapra Municipality, the area of Sah Banwari Lal Sarai building is 20 bigha 12 katha 11 dhurs situated in Ward No.6 Circle No.18, Holding No.-Nil, is the property of Chapra Municipality, presently known as Chapra Nagar Nigam.
3. That it is stated that first lease of deed was given on 21.02.1939 to Rajendra College, Chapra which expired and thereafter again on 05.12.1953 a lease of deed was prepared in between Sri Brajendra Bahadur, Chairman, Chapra Municipal Board on behalf of the Commissioner of Chapra Municipality... Ist Party and Sri Bisheshwar Dayal Sinha-Secretary, Rajendra College Governing Body...Second Party



for a period of 21 years and the said building and land was given on yearly rent under terms and conditions mentioned into the Lease of deed and only 16 bighas 02 katha 11 dhurs was given in the possession of the second party and in the total area of 20 bigha 11 katha 02 dhur there was a connecting Nala which was Jamuna Nala with the Sarai Tank portion and it was not given to the Rajendra College, Chapra, for which in column no.8 of the lease of deed dated 05.12.1953 specific averment has been made that *"there is a Nala connecting the Jamuna Nala with the Sarai Tank, portion of this Nala and entire Jamuna Nala falls within the area leased out. The said connecting Nala and Jamuna Nala are used for taking in and draining out water of the Sarai tank. The lessor will have right to use Jamuna Nala for the aforesaid purpose and lessee will have no right to fill up or build the Jamuna Nala and the connecting Nala aforesaid the lessor shall have the right of rearing fish and shall appropriate the sells proceeds thereof as usual"*.

A copy of Lease of Deed dated 05.12.1953 is enclosed herewith and marked as Annexure-P/1

4. That it is stated that when the lease of deed of 16 bighas 02 katha 11 dhurs including building was given to the Rajendra College, Chapra,



[Handwritten signature in red ink]

[Handwritten signature in red ink]

Saran to run the college and it is stated that over the said land which was leased over which there was Sah Banwari Lal Sarai Building and permission was only given to the college administration for considerable improvement and alteration and addition in the said building for the purpose of college by putting up new doors, windows and sky light and constructing new rooms and lecture theater, laboratories, etc. for teaching of various subjects at considerable cost.

5. That it is stated that when even expiry of deed of lease dated 05.12.1953 and it was not renewed despite writing several letters by the Executive Officer, Nagar Parishad, Chapra to the Principal, Rajendra College, Chapra, Saran and yearly rent was not paid then vide Letter No.212 dated 15.02.2016 the Executive Officer, Nagar Parishad Chapra wrote a letter to the Principal, Rajendra College, Chapra requesting him to pay arrear of rent amounting to Rs. 26,07192/- (Twenty Six lacs Seven thousand one hundred and ninety two) and brought attention that a promise was made from the level of Principal, Rajendra College, Chapra that lease would be renewed but it has not been done as yet.

A copy of Letter No.212 dated 15.02.2016 is enclosed herewith and marked as Annexure-P/2



6. That it is stated that the District Magistrate, Saran, Chapra vide letter No.2751 dated 23.02.2016 wrote a letter to the Principal, Rajendra College, Chapra, Saran stating therein that vide Memo No.1148 dated 16.08.2016 an information was given to you that for the financial year 2016-17 there is dues of building tax of Chapra Nagar Parishad, but it has not been paid as yet and direction was given to pay the building tax immediately to Chapra Nagar Parishad.

A copy of Memo No.2751 dated 23.08.2016 is enclosed herewith and marked as Annexure-P/3

7. That it is stated that the Private Secretary to the Minister of Department of Education sought an information pertaining to the Rajendra College, Chapra and its tenure of lease of deed, at this vide Letter No. 17 dated 24.01.2022 issued by under the signature of Municipal Commissioner, Nagar Nigam Chapra information was made available stating therein that Sah Banwari Lal building donated his movable and immovable property to Chapra Municipality when the property was donated to Corporation by Sah Banwari Lal the land and building which was used as Sarai by Sah Banwari Lal at that time the present Rajendra College, Chapra is being run in the same land and house, the then Chairman of Chapra



Municipality and the then Secretary of Rajendra College, College, Chapra entered into a registered lease of deed 05.12.1953 for a term of 21 years. The term of registered lease deed expired on 05.12.1974 and has not been renewed, Rajendra College was not paying the rent to the Corporation. As of 2012-13, Rs.20,17,721/- was pending payment to Corporation under the rent head. The Municipal Corporation is a self governing body which is repeatedly directed by the department to become self governing and self reliant. The Municipal Corporation derives his liability and its revenue from the payment of wages to its employees pension, payment to retired employees, the salaries currently Sah Banwari Lal's land is a measure source of revenue.

A copy of Letter No. 17 dated 24.01.2022 is enclosed herewith and marked as Annexure-P/4

8. That it is stated that one Dr. Mahachandra Prasad Singh who is leader of Congress and he without impleading Chapra Nagar Nigam and Urban Development and Housing Department, Bihar, Patna as party filed CWJC No. 3850 of 2022 before the Hon'ble High Court Patna in the nature of Public Interest Litigation for a fund from the government for construction of building of Rajendra College, Chapra knowing it very well that the



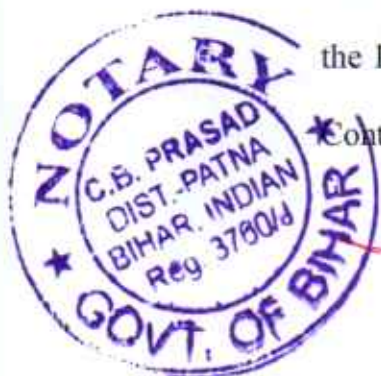
Rajendra College is not the owner of the land and building which was given on lease on 05.12.1953 and lease has expired on 05.12.1974, where the Rajendra College is running and lease of the college has not been renewed and in CWJC No. No. 3850 of 2022 has been heard behind the back of the Chapra Nagar Nigam in which on 18.07.2023 order has been passed that prayer has been made and prayed for renovation/renew construction of the college building of Rajendra College, Chapra which is oldest college of Jay Prakash University, Chapra and contention was also that the building was about 100 years old and it is not safe for the student who are studying in the college and also for teaching and non teaching staff of the college, at this the Hon'ble Patna High Court has been pleased to pass the order that the Managing Director, B.S.E.I.D.C. is to cooperate with the registering of the Jay Prakash University, and Principal Rajendra College, Chapra to draw up and estimate for the expenses to be incurred for new construction/renovation work, which communication is produced at Annexure-E. It is also undertaken that immediately on estimate being received by the department, further action will be taken. The said undertaking recorded and the writ petition is disposed of.

A copy order dated 18.07.2024
passed in CWJC No. 3850/2022



is enclosed herewith and marked
as Annexure-P/5

9. That it is stated that the petitioner came to know that huge allotment has been sent by the department of Education for construction of new building over the land and building of Chapra Nagar Nigam without verifying the fact and truthness of the land and building of Rajendra College, Chapra that the building of the college does not belong to Rajendra College, Chapra and lease has expired on 05.12.1974, in this way the responsible authority of the department of Education has also been negligent in order to sanctioning the huge fund for construction of College Building which is apparently misuse of government fund and public money.
10. That it is stated that the applicant several times requested the Principal, Rajendra College, Chapra not to construct any building over Jamuni Pokhra/pond, but they replied that construction work over tank would be completed and who ever will come in the way to prevent the demolished Jamuni Pokhra/pond they will be finished.
11. That it is stated that when the applicant has/had not any alternative and officious remedy then applicant on 14.2.2026 gave an application before the District Magistrate, Saran and also to the Chairman, Bihar Pollution Control Board, Patna praying therein to take legal action against college



[Handwritten signature]

administration of Rajendra College, Chapra and to restrain the construction work of building over the Jamuni Pokhra/pond situated into the premises of Rajendra College, Chapra.

Copies of application dated 14.02.2026 are enclosed herewith and marked as Annexure-P/6 series

12. That it is stated that the college administration of Rajendra College, Chapra, Principal, Rajendra College, Chapra has been violating the provision of Water (Prevention and Control of Pollution) Act, 1974 and they have not any respect for any law of the country and in illegal way demolished the Jamuni Pokhra/pond situated into the premises of Rajendra College, Chapra which is the property of Chapra Municipal Corporation.
13. That it is stated that the applicant has given application before the District Magistrate, Saran as well as before the Chairman, Bihar Pollution Control Board, Patna on 14.02.2026 in spite of that as yet no action has been taken and it appears that both the responsible respondents are in hibernation.
14. That it is stated that the Municipal Commissioner, Chapra Nagar Nigam from his own level tried to convince the college administration not to construct college building over the Jamuni Pokhra/pond, but the college



administration of Rajendra college, Chapra did not give any importance of request and direction of the Chapra Nagar Nigam then lastly the Municipal Commissioner gave an application before the Sub Divisional Magistrate, Sadar, Chapra to start a proceeding under section 144 Cr.P.C. and to pass the order of stay not to construct any building over Jamuni Pokhra/pond, but the Sub Divisional Magistrate, Sadar Chapra did not restrain the construction work over the Jamuni Pokhra/pond situated into Rajendra College premises.

15. That it is stated that entire administration of Saran District is puppet in the hand of Principal, Rajendra College, Chapra.
16. That it is stated that act of the Principal, Rajendra College, Chapra is illegal, improper and unjustified under such circumstances there is necessity for a direction to the Principal, Rajendra College, Chapra not to construct any building over demolish Jamuni Pokhra/pond and also there is direction to the Chief Secretary, Government of Bihar, Patna to look into the matter seriously.
17. That it is stated that the responsible respondents have been violating the judgment of the Hon'ble Supreme Court of India passed in Hinch Lal Tiwary Versus Kamla Devi reported in AIR 2001 SC 3215 and in this



judgment the Hon'ble Supreme Court observed vide para nos. 13 and 14 which are as follows:-

Para-13- *It is important to note that material resources of the community like forest, tanks, ponds, hill lock, mountain etc. are nature's bounty. They maintain delicate ecological balance. They need to be protected for a proper and healthy environment which enable people to enjoy a quality life which is essence of the guaranteed right under Article 21 of the Constitution of India. The Government, including revenue authorities, i.e. respondent 11 to 13 having noticed that a pond is falling in disuse, should have bestowed their attention to develop the same which would, on one hand, have prevented ecological disaster and on the other provided better environment for the benefit of public at large. Such vigil is the best protection against knavish attempts to seek allotment in non-abadi sites.*

Para-14- *For the aforesaid mentioned reasons we set aside the order of High Court restored the order of Additional Collector dated February 25, 1999 confirmed by the Commissioner on March, 12, 1999 consequently, respondent nos. 1 to 10 shall vacate the land which was allotted to them, within six months from today, they will, however, be permitted to take away the materials of the houses which they have constructed on the said land. If respondents 1 to 10 do not vacate the land within the said period the official respondents i.e. respondent nos. 11 to 13 shall demolish the construction and get possession of the said land in accordance with law. The State including respondents 11 to 13 shall restore the pond, develop and maintain the same as recreational spot which will undoubtedly be in the interest of villagers. Further it will also help in maintaining ecological balance and protecting environment in regard to which this court has repeatedly expressed its concern. Such measures must begin at the grass root level if they were to become the nation's pride.*



18. That it is stated that the case of the applicant is also covered with the judgment of the Supreme Court of India passed in writ petition(Civil) No.230 of 2001 M.K. Balakrishnan and others Versus Union of India dated 26.03.2009.

Copy of judgment dated 26.03.2009 passed in writ petition (Civil) No.230 of 2001 is enclosed herewith and marked as Annexure-P/7

19. That it is stated that administration of Rajendra College, Chapra, the Principal of Rajendra College, Chapra has demolished Jamuni Pokhra/pond situated into the premises of Rajendra College, Chapra which is not the property of Rajendra College, Chapra and started construction work after demolishing the Jamuni Pokhra/pond which clearly amounts that the Principal, Rajendra College, Chapra has violated the rules and regulations of Water(Prevention of Control of Pollution)Act, 1974.
20. That applicant has given application before the District Magistrate, Saran at Chapra and before the Bihar Pollution Control Board, Patna, Bihar on 14.02.2026, but not any action has been taken against Principal, Rajendra

College, Chapra, in this way, the responsible respondents have been

violating the direction of the Hon'ble Supreme Court of India.



(Handwritten signature in red ink)

(Handwritten signature in red ink)

21. That the applicant has not moved earlier before this Hon'ble Court at any earlier occasion in this matter.

It is, therefore, prayed that your Lordships may graciously be pleased to admit this application in terms of paragraph no.1 of the instant application and be pleased to issue notice upon the respondent and it is further prayed that during the pendency of this case a direction may be given to the responsible respondents particularly respondent no. 10 not to construct the college building of Rajendra College, Chapra over demolish Jamjuni Pokhra/pond and after hearing the parties your Lordships may graciously be pleased to pass an appropriate order in favour of the applicant and be pleased to impose heavy penalty upon the responsible respondents and direct them to restore the Jamuni Pokhra/pond situated into the premises of Rajendra College, Chapra.

And for this the applicant shall ever pray.



[Handwritten signature]
[Handwritten date: 26/2/20]

VERIFICATION

Verified by the deponent named on this, the day of
 26/2/2026 and I do hereby that all the facts mentioned in the
 counter affidavit are true to my knowledge and no part thereof is false and
 nothing material has been concealed there from.

Lakshminarayan Gupta
 लक्ष्मीनारायण गुप्ता
 महापौर
 छप्पा नगर निगम



ev
26/2/26

→



AFFIDAVIT

I Lakshmi Narayan Gupta, Mayor, Chapra Nagar Nigam, Saran aged about more than 42 years, Male, son of Chandrika Prasad Gupta, resident of Ward No.- 28, Sahebganj, Sonarpatti, P.S.- Town Thana, Chapra, Dist.- Saran, do hereby solemnly affirm and state as follows:-

1. That I am applicant in this application and as such am well acquainted with the facts and circumstances of this case.
2. That the contents of this application have been read by me which I have fully understood the same and they are true to my knowledge and belief.
3. That the statement made in paragraph nos 2, 4, 9, 10, 12, to 21... are true to my knowledge and those made in paragraph nos. 1, 3, 5 to 8, 11..... are true to my information derived from records of this case and rests are by way of submissions in this Hon'ble Tribunal.

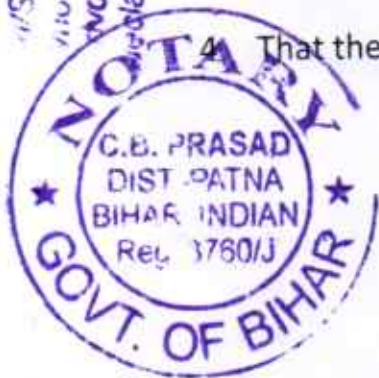
4. That the annexures are true/photocopies of their respective originals.

Lakshmi narayan gupta
लक्ष्मीनारायण गुप्ता
महापौर
छपरा नगर निगम

Identify the Deponent/Executed who, has signed in my presence

Rajendra Kumar
26-2-20

*SI. No. 2020/2800
Date: 26/2/20
C.B.Pd. Notary Public*





Duplicate

This stamp is the receipt of
 the tax on the sale of
 the land and the buildings
 and the other immovable
 property situated in the
 territory of Bihar.

7/11/53
 A/11/13
 P/11/13

Signed by the
 Collector
 Bihar
 5-12-53

Name of the Executants:-

Sri Brajendra Bahadur, Chairman,
 Chapra Municipal Board, on behalf
 of the Commissioners of the Chapra
 Municipality..... 1st party.

and

Shree Bisheshwar Doyal Singh, Secretary
 Rajendra College, Governing Body.. 2nd party

Name of the Executee:-

Each other,

Kind of the deed:-

Lease,

Premium :-

Nil,

Rent payable :-

Rs 1075/- per annum,

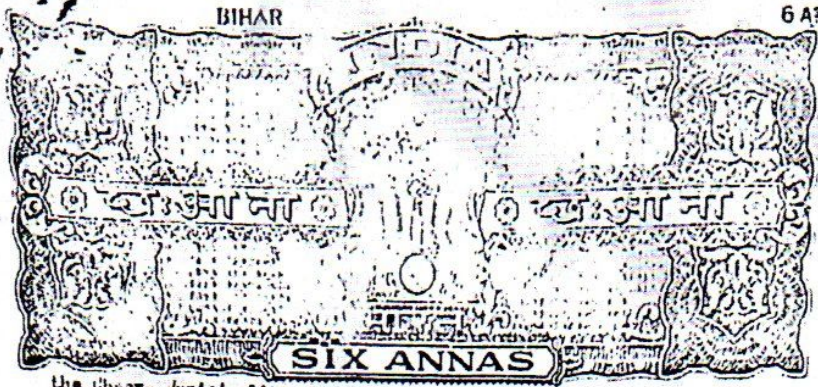
Property:-

Fully described below:-

Signed by
 the
 Collector
 Bihar
 5-12-53

WHEREAS by indenture dated 21.2.33, the Commissioners of

(8)



the Chapra Municipality granted a lease of the premises of
 Shah Banwarilal Sarai building and the land appertenant to
 it for a period of 20 years for the use and occupation of
 the Rajendra College to the Governing Body of the said -
 college on the terms and conditions laid down in the said
 indenture.

AND WHEREAS the Governing body of the said college has
 effected considerable improvements and alterations and
 additions in the said building for the purpose of the
 college by putting up new doors, windows and skylights
 and constructing new rooms and lecture theaters, laboratories
 etc. for the teaching of various subjects at considerable costs.

and whereas the said college has been of immense services to
 our people.

And whereas the 2nd party on behalf of the Governing Body
 of the Rajendra College has applied for a fresh lease of the
 premises of the Shah Banwarilal Sarai building and the land
 appertaining to it for a period of 20 years to commence from
 the date of the execution of the new lease and the members of
 the Chapra Municipal Board in a meeting of the said Board held
 on 27th October 1951, have sanctioned grant of the lease on the
 terms and conditions detailed below:-

This indenture made this 5th day of December, 1953 between

Resubmitted by the Proprietor of the said



3

Shree Brajendra Bahadur, Chairman, Chapra Municipal Board on behalf of the Commissioners of the Chapra Municipality herein after called the lessor of the first party and Shree Bisseshwar Deyal Saha, Secretary of the Rajendra College-Governing Body on behalf of the said Governing Body herein after called the lessee of the 2nd party witnesseth as follows:-

1. That the building and the premises of Shri. Banwarilall Sural and lands attached thereto measuring in all 20 bighas 12 kuthas 11 dhurs fully described below are settled with the lessee the 2nd party for the use and occupation of the Rajendra college for a period of 21 years commencing from today.
2. That a map of the land and building leased is attached herewith and is part of this lease. The leased lands including the buildings at present standing as it is shown in the map in red colour by the letters A B C D E F G H J K L M N O P R S. The total area of land comprised within these letters is 20 Bighas 12 kuthas and 11 dhurs. Out of it 4 bighas 10 kuthas shown by the letters a b c d e in the aforesaid map is in possession of the Secretary Bharteshwary Karmuri Sanskrit College, Chapra as lessee of the Municipal Board. The second party will take possession of this

Witnessed by the Proprietor of the College

4 Bighas 10 Kathas after expiry of the existing lease in favour of the Secretary Bhartoshwari Karsari Sanskrit College, Chhapra. Out of the remaining area of 16 Bighas 2 Kathas 11 dhurs a portion has already been coming in possession of the 2nd party under the agreement dated 21.2.39 referred to above and this portion will continue in possession of the 2nd party under this indenture and also the second party has been put in possession of the remainder ~~of~~ ^{of} this 16 Bighas 2 Kathas 11 dhurs today. Thus the 2nd party will remain in possession of the entire lands leased out i.e. 16 Bighas 2 Kathas 11 dhurs from today and the remaining 4 Bighas 10 Kathas from the date of the expiry of the lease in favour of Secretary Bhartoshwari Karsari Sanskrit College Chhapra.

3. That the said lessee will have a right to add to the present buildings and to construct new buildings for the purpose of the aforesaid college, ^{as far as} without prejudice to the generality of the right given above, the lessee will have a right to construct new class rooms, lecture theaters, laboratories, common rooms, libraries, hostels, residential quarters for the members of the staff and any other building or buildings which the Governing Body of the College may consider necessary for the expansion of and upkeep of the college.

4. That the annual ordinary repairs viz, white washing, etc. will be done by the Governing Body of the college at its own costs.

5. That the lessee shall pay an annual rent of Rs 1075/- for the land and buildings leased out from the date when the lessee takes possession of the entire property leased out i.e. to say when the land at present in possession of the Secretary-Bhartoshwari Karsari Sanskrit College, also came in possession of the lessee. In the meantime the lessee will pay an annual rent of Rs 775/- per annum from today.

6. That if the lessee makes default in payment of the annual

Registered Journal

run. mentioned above the lessor will be entitled to realize
the unpaid rent with interest at the rate of six percent
per annum.

7. That on the expiry of the terms of this lease the lessee will have the option to take a renewal of the lease. If the lessee shifts the site of the college and no longer requires the premises and land hereby leased out for the purpose of the college, the lessor will have to pay to the lessee the costs of the new constructions made and improvements effected by the lessee and in case the lessor fails to pay the costs, the lessee shall remove the materials of the new constructions and shall vacate the lands and the lease hold property will revert to the lessor.

8. That there is a nala connecting the Jamuna Nala with the Sarai tank, portion of this Nala and the entire Jamuna Nala falls within the area leased out. The said connecting Nala and Jamuna Nala are used for taking in and draining out water of the sarai tank. The lessor will have the right to use the Jamuna Nala for the aforesaid purposes and lessee will have no right to fill up or build on the Jamuna Nala and the connecting Nala aforesaid. The lessor shall have the right of rearing fish and to shall appropriate the sales proceeds thereof as usual.

9. That the terms and the condition^M of the lease will be binding on the Commissioners of the Gujra Municipality and the Governing Body of the Rajendra College.

10. The lessee shall have no right to sublet the building or the land to a third party.

In witness of this the parties affix their signatures below:

Description of the
 premises and the buildings
 leased out :-

Handwritten mark

Prayant Lal Dabheri

The Land Extract in Sarai Sah Bawan, Full Page No. 4: P.S. Akhara, P.O. Sarai - FN 02623

ward no. 6, Circle no. 17, Holding no. nil. of the Chupra Municipality land measuring 20 bighas 12 kathas 11 dhurs sit. w. buildings and structures standing thereon.

Boundary of the land leased out.

North- Chupra Sewan Road, Bullock shed of the Chupra Municipal Board and the Sarai land.

South- Sarai land and Municipal shops.

East- Sarai lands.

West- Municipal market and sarai lands.

Prayant Lal Dabheri
Signature
5.12.53

Dated Chupra
The 5th December, 1953.

The parties have read this document personally and have fully understood the contents thereof.

Typed by,
Nageshwar Prasad
Typist-
Mohalla Dabheri P.O. Chupra,
Distt. suran.

Duplicate is his with receipt being of the original
Prayant Lal Dabheri
5.12.53

Prayant Lal Dabheri
5.12.53



1885
A 25-6-1911

Subd. No. 4/-
No. 10/-
No. 14/-
4/12

Imp. No.
11.1.37

This indenture was the 21st day of February 1939
between Babu Warahar Saran son of the late B. Jagannath
Saran, Chairman of the Chupra Municipal Board residing
in Mohalla Shagwan Bazar, Chupra on behalf of the
Chupra Municipality hereinafter called "the said lessor"
of the one part and ^{by cont. Royalty by possession secured. Hindu law} ~~Shri Kishore Prasad, son of~~
^{by cont. Royalty by possession secured. Hindu law} ~~Shri Mushi Rajkumar, son of~~
Shri Mushi Rajkumar, son of ^{by cont. Royalty by possession secured. Hindu law} ~~Shri Mushi Rajkumar, son of~~
Chupra, residing at village Shrinagar, District Saran on
behalf of the Governing Body of the Hajipur College,
Chupra, hereinafter called "the said lessee" of the
other part witnesseth as follows:-

That the said lessee on behalf of the Government
Body of Hajipur College, Chupra was applied for a lease
of the premises of one Bansari Lal Saran residing for a
period of 10 years for the use of the ~~use of the~~ premises of the

... the ... of ...
 ... of the ...
 ... having regard to the ...
 ... of the ...
 ... as prayed for.

The said lessor consents and agrees as follows:-

1. That the building and premises of the ...
 ... lands attached thereto, measuring in all ...
 the details whereof are given below, are settled with
 the lessee of the other part for the use and occupation
 of the ... College for a period of 20 years.
2. That the said lessee shall regularly pay Rs 300/- annually
 as rent to the said lessor.
3. That the annual ordinary repairs, viz. white washing and
 petty repairs will be done by the lessee of the other part
 at his own cost.
4. That all improvements and alterations in the building for
 college purposes, viz. putting up new doors and windows
 and sky-lights for the provision of more light and air
 and other minor modifications and changes in the building
 for college purposes will be effected by the lessor of
 the one part.
5. The cost of new additions in the building will be borne
 by lessor or the one part to the extent of rent realized
 or to be realized hereafter from the lessee. In case the
 lessor fails to meet the cost for any reason the lessee
 would meet the amount and the amount then met would
 be set off against the rent due or to be realized in
 future provided the plan of the proposed construction
 has been previously approved by the board.
6. That in case the said lessee of the other part makes
 default in payment of the annual rent ...
 the said lessor of the one part will be entitled to
 realize the unpaid amount with interest at the rate
 of ... through a competent court.

... lease contracts any separate
 buildings in the compound of the ...
 the rights and liabilities of both lessor and lessee
 will be determined by means of a separate agreement.
 ... who lease should come into effect from the 10th
 of September 1939.

DEED OF SALE OF THE ... AND LAND ...
 ... No. IV ... Nos. 527 & 528 ...
 ... Boundary ...
 ...
 North:- Sarai compound and Herd garden.
 South:- Gulari market, Abdul ...
 South:- Gulari market, Abdul ...
 South:- Gulari market, Abdul ...
 East:- Sarai compound, Sarai compound,
 road and Sarai compound.
 West:- Gulari market and Sarai compound.

Typed by
 Chaturbhaj Prasad
 Typist
 Bar Association,
 Chhapra
 21-2-39

Witnessed by
 Rama Kant ...
 Tax ...
 21-2-39

Harihar Saran
 21st Feb 1939.

Witnessed by
 ...
 21-2-39

Brajakishore Prasad
 21st February 1939

The original and the duplicate are the true and exact
 reproductions of each other.

The original & the duplicate
 are the true & exact reproductions of each other.
 Harihar Saran
 21-2-39.
 Brajakishore Prasad
 21-2-39

Name of the Executant:- Sri Brajendra Bahadur, Chairman, Chapra
Municipal Board, on behalf of the
Commissioners of the Chapra Municipality

.....Ist party

and

Shree Bisheshwar Dayal Sinha, Secretary,
Rajendra College, Governing Body...2nd party

Name of the Executee:- Each other

Kind of the deed:- Lease

Premium:- Nil

Rent payable:- Rs.1075/- per annum

Property :- Fully described below:-

WHEREAS by indenture dated 21.2.39, the Commissioners of

the Chapra Municipality granted a lease of the premises of Shah Banwarilal Sarai building and the land appurtenant to it for a period of 20 years for the use and occupation of the Rajendra College to the Governing Body of the said college on the terms and conditions laid down in the said indenture.

AND WHEREAS the Governing Body of the said college has affected considerable improvements and alterations and additions in the said building for the purpose of the college by putting up new doors, windows and skylights and constructing new rooms and lecture theaters, laboratories etc. for the teaching of various subjects at considerable costs.

And whereas the said college has been of immense services to our people.

And whereas the 2nd party on behalf of the Governing Body of the Rajendra College has applied for a fresh lease of the premises of the Shah Banwarilal Sarai building and the land appertaining to it for a period of 99 years to commence from the date of the execution of the new lease and the members of the Chapra Municipal Board in a meeting of the said Board hold on 27th October, 1951, have sanctioned rent of the lease on the terms and conditions detailed below:-

This indenture made this 5th day of December, 1953 between

Shree Brajendra Bahadur, Chairman, Chapra Municipal Board on behalf of the Commissioners of the Chapra Municipality herein after called the lessor of the first party and Shree Biseshwar Dayal Sinha, Secretary of the Rajendra College Governing Body on behalf of the said Governing Body herein after called the lessee of the 2nd party witensteth as follows:-

1. That the building and the premises of Shah Banwarilall Sarai and lands attached thereto measuring in all 20 bighas 12 kathas 11 dhurs fully described below are settled with the lessee the 2nd party for the use and occupation of the Rajendra College for a period of 21 years commencing from today.
2. That a map of the land and building leased is attached herewith and is part of this lease. The leased lands including the buildings at present standing as it is are shown in the map in red colour by the letters A B C D E F G H J K L M N O P R S. The total area of land compromised within these letters is 20 Bighas 12 kathas and 11 dhurs. Out of it 4 bighas 10 kathas shown by the letters ... Bharteshwari Murari Sanskrit College, Chapra as lessee of the Municipal Board. The second party will take possession of this

4 Bighas 10 kathas after expiry of the existing lease in favour of the Secretary Bharteshwari Murari Sanskrit College, Chapra. Out of the remaining area of 16 Bighas 2 kathas 11 dhurs a portion has already been coming in possession of the 2nd party under the agreement dated 21.2.39 referred to above and this portion will continue in possession of the 2nd party under this indenture and also the second party has been put in possession of the remainder and this 16 bighas 2 kathas 11 dhurs today. Thus the 2nd party will remain in possession of the entire lands leased out i.e. 16 bighas 2 kathas 11 dhurs from today and the remaining 4 bighas 10 kathas from the date of the expiry of the lease in favour of Secretary Bharteshwari Murari Sanskrit College, Chapra.

3. That the said lessee will have a right to add to the present buildings and to construct new buildings for the purpose of the aforesaid college without prejudice to the generality of the right given above, the lessee will have a right to construct new class rooms, lecture theaters, laboratories, common rooms, libraries, hostels, residential quarters for the members of the staff and any other building or buildings which the Governing Body of the College may consider necessary for the expansion of and upkeep of the college.
4. That the annual ordinary repairs viz, white washing, etc. will be done by the Governing Body of the college at its own costs.
5. That the lessee shall pay an annual rent of Rs. 1975/- for the land and buildings leased out from the date when the lessee takes possession of the entire property leased out i.e. to say when the land at present in possession of the Secretary, Bharteshwari Murari Sanskrit College, also came in possession of the lessee. In the meantime the lessee will pay an annual rent of Rs.775/- per annum from today.
6. That if the lessee make default of its payment of the annual

rent mentioned above the lessor will be entitled to realize the unpaid rent viz interest at the rate of six percent per annum.

7. That on the expiry of the terms of this lease the lessee will have the option to take ka removal of the lease. If the lessee shifts the site of the college and no longer requires the premises and land hereby leased out for the purpose of the college, the lessor will have to pay to the lessee the costs of the new constructions made and improvements effected by the lessee and in case the lessor fails to pay the costs, the lessee shall remove the materials of the new constructions and shall vacate the lands and the lease hold property will revert to the lessor.
8. That there is a nala connecting the Jamuna Nala with the Sarai tank, portion of this Nala and the entire Jamuna Nala falls within the area leased out. The said connecting Nala and Jamuna Nala are used for taking in and draining out water of the Sarai tank. The lessor will have the right to use the Jamuna Nala for the aforesaid purposes and lessee will have no right to fill up or build on the Jamuna Nalla and the connecting Nalla aforesaid. The lessor shall have the right of rearing fish and it shall appropriate the sales proceeds thereof as usual.
9. That the terms and the conditions the lease will be binding on the Commissioners of the Chapra Municipality and the Governing Body of the Rajendra College.
10. The lessee shall have no right to sublet the building or the land to a third party.

In witnesses of this the parties affix their signature below.

Description of the premises
and the building leased out:-

ward no.6, Circle No.18, Holding No.nil. of the Chapra Municipality land measuring 20 bighas 12 kathas 11 dhurs with the buildings and structures standing thereon.

Boundary of the land leased out.

North:- Chapra Siwan Road, Bullock shed of the Chapra Municipal Board and the Sarai land.

South:- Sarai land and Municipal shops

East:- Sarai lands

West:- Municipal market and Sarai lands.

Dated, Chapra

The 5th December, 1953.

The parties have read this document personally and have fully understood the contents thereof.

Typed by
Nagendra Prasad
Typist
Mohalla Dahiwan, P.O.-Chapra
Dist-Saran

This indenture made the 21st day of February 1939 between Babu Harihar Saran son of the Late B. Jagarnath Saran, Chairman of the Chapra Municipal Board residing in Mohalla - Bhagwan Bazar, Chapra on behalf of the Chapra Municipality hereinafter called "the said lessor" or the one part and Babu Brij Kishore Prasad, son of late Khushi Ramjiwan Pal President of Rajendra College, Chapra, residing at village Shrinagar, District-Saran on behalf of the Governing Body of the Rajendra College, Chapra, hereinafter called "the said lessee" of the other part witnesseth as follows:-

Whereas the said lessee on behalf of the Governing Body of Rajendra College, Chapra was applied for a lease of the premises of Shah Banwari Lal Sarai Building for a period of 20 years for theof the

fell on its having regard to the liable object of the aforesaid college and its public utility, Resolution sanctioning the lessee as prayed for .

The said lessor covenants and agree as follows:-

1. That the building and premises of the cadastral lands attached thereto, measuring in all 118.4K.10dhurs the details whereof are given below are settled with the lessee of the other part for the use and occupation of the Rajendra College for a period of 20 years.
2. That the said lessee shall regularly pay Rs.300/- annually as rent to the said lessor.
3. That the annual ordinary repairs, viz white washing and petty repairs will be done by the lessee of the other part at his own cost.
4. That all improvements and alterations in the building for college purposes viz. putting up new doors and windows and sky lights for the provision of more light and air and other minor modifications and changes in the building for college purposes will be effected by the lessor of the one part.
5. The cost of new additions in the building will be borne by lessor of the one part to the extent of rent realized or to be realized hereafter from the lessee. In case the lessor fails to meet the cost for any reason the lessee would spend the amount and the account thus would be set off against the rent due or to be realized in future provided the plan of the approved by the
6. That in case the said lessee of the other part makes default in payment of the annual rent mentioned above the said lessor of the one part will be entitled to realize that annual amount with interest at the rate of 6% p.a. through a competent court.

7. That thus lessee constructs any separate building in the command of Shah Banwari Lal Sarai the rights and liabilities of both lessor and lessee will be determined by means of a separate agreement.
8. That the lease should come into effect from the 10th of September, 1939. And whereof the said parties set and their signature below:

DESCRIPITON OF THE PREMISES AND LAND LEASED OUT

Ward No. IV circle 23 Holding Nos. 827 and 829

Plot No. Area

B D

1 11-4-10

Boundary

North:- Sarai Compound and Hero garden

South:- Gudari market, Abdul Ghafoor's shop, Sonar's shop and Sarai compound

East:- Sarai compound, Sarai compound, road and Sarai compound

West:- Gudari market and Sarai compound

Typed by
Chaturbhuj Prasad
Bar Association
Chapra
21.2.39

Harihar Saran
21st Feb 1939
Braja Kishore Prasad
21st February, 1939

witnesses by
Rama Kant Pd.
Tax Manager
21.2.39

Witnesses by
Sd/ illegible
21.2.39

कार्यालय नगर परिषद्, छपरा

पत्रांक 212 दिनांक 15/02/16

प्रेषक,

नगर कार्यपालक पदाधिकारी,
नगर परिषद्, छपरा

सेवा में,

प्राचार्य,
राजेन्द्र महाविद्यालय,
छपरा, सारण।

विषय :- राजेन्द्र महाविद्यालय स्थित भूमि वी भवन का लीज नवीकरण करने तथा बकाया किराया राशि मो० 26,07,192.00 रुपये नगर परिषद्, छपरा में भुगतान करने के संबंध में।

प्रसंग :- इस कार्यालय के पत्रांक 1034 दिनांक 20.07.2015, पत्रांक 317 दिनांक 25.02.2015, पत्रांक 1530 दिनांक 12.11.2013 पत्रांक 92 दिनांक 22.02.2013

महाशय,

उपर्युक्त विषयक सूचित करना है कि राजेन्द्र महाविद्यालय स्थित परिसर का प्रशासनिक भवन वी भूमिका लीज (पट्टा) 1974 में समाप्त हो चुका है। उक्त लीज के नवीकरण करने के लिए राजेन्द्र महाविद्यालय के पदाधिकारियों एवं नगर परिषद्, छपरा के पदाधिकारीगण के बीच दो बार वार्ता हुयी। पहली वार्ता दिनांक 05.04.1988 तथा दूसरी वार्ता दिनांक 27.03.1990 को सम्पन्न हुयी थी। अंतिम वार्ता में यह सहमति बनी थी कि एक माह में लीज का नवीकरण करा लिया जायेगा। लीज की अवधि 21 वर्ष की होगी जिसका मासिक किराया 3000 (तीन हजार) रुपये तय हुयी थी जो पहली अप्रैल 1988 से लागु होगी। इस निर्णय के तहत राजेन्द्र महाविद्यालय ने नगर परिषद् को 10,000/- दस हजार रुपये किराया भुगतान भी किया था, परन्तु राजेन्द्र महाविद्यालय ने लीज नवीकरण नहीं कराया। तथा बिना लीज के नवीकरण कराये नये भवन का निर्माण करा रहा है एवं महाविद्यालय का संचालन कर रहा है, जो अतिक्रमण के श्रेणी में आता है तथा गैरकानूनी है।

गौरतलब है कि राजेन्द्र महाविद्यालय 1990 में 10,000/- (दस हजार) रुपये किराया मद में जमा किया है। उसके बाद किराया बाकी है जो वित्तीय वर्ष 2015-16 तक मो० 26,07,192/- रुपये बकाया राशि होता है। प्रासंगिक पत्रों द्वारा उसे भुगतान हेतु आपको कई बार सूचित किया गया है। परन्तु राशि अप्राप्त है।

अतएव आपको पुनः सूचित किया जाता है कि 15 दिन के अंदर नगर परिषद् को बकाया राशि मो० 26,07,192/- रुपये जमा कराकर लीज नवीकरण कराना सुनिश्चित करें।

इसे सर्वोच्च प्राथमिकता दी जाए।

विश्वासभाजन

ए

नगर कार्यपालक पदाधिकारी

1-11
Theorem

प्रतिलिपि :- पत्रांक 212 दिनांक 15/02/16
कुलपति, जयप्रकाश, विश्वविद्यालय, छपरा को सादर सूचनाएं एवं आवश्यक कार्रवाई हेतु प्रेषित।

प्रतिलिपि :- जिला पदाधिकारी, सारण को सादर सूचनाएं प्रेषित।

प्रतिलिपि :- सचिव, नगर विकास एवं जनसंचार विभाग बिहार, सरकार पटना को सादर सूचनाएं एवं आवश्यक दिशानिर्देश के लिए प्रेषित।

नगर कार्यपालक पदाधिकारी
नगर परिषद्, छपरा

Typed Copy of the Annexure P/2

कार्यालय नगर परिषद्, छपरा
पत्रांक-212 दिनांक 15.02.16

प्रेषक,

नगर कार्यपालक पदाधिकारी,
नगर परिषद्, छपरा।

सेवा में,

प्राचार्य,
राजेन्द्र महाविद्यालय,
छपरा, सारण।

विषय:-

राजेन्द्र महाविद्यालय स्थित भूमि वी भवन का लीज नवीकरण करने तथा बकाया किराया राशि मो० 26,07,192.00 रुपये नगर परिषद् छपरा में भुगतान करने के संबंध में।

प्रसंग:-

इस कार्यालय के पत्रांक-1034 दिनांक 20.07.2015, पत्रांक 317 दिनांक 25.02.2015, पत्रांक 1530 दिनांक 12.11.2013 पत्रांक 92 दिनांक 22.02.2013 महाशय,

उपर्युक्त विषयक सूचित करना है कि राजेन्द्र महाविद्यालय स्थित परिसर का प्रशासनिक भवन वी भूमिका लीज (पट्टा) 1974 में समाप्त हो चुका है। उक्त लीज के नवीकरण करने के लिये राजेन्द्र महाविद्यालय के पदाधिकारियों एवं नगर परिषद्, छपरा के पदाधिकारीगण के बीच दो बार वार्ता हुयी। पहली वार्ता दिनांक 05.04.1988 तथा दूसरी वार्ता दिनांक 27.03.1990 को सम्पन्न हुयी थी। अंतिम वार्ता में यह सहमति बनी थी कि एक माह में लीज का नवीकरण करा लिया जायेगा। लीज की अवधि 21 वर्ष की होगी जिसका मासिक किराया 3000 (तीन हजार) रुपये तय हुयी थी जो पहली अप्रैल 1988 से लागू होगी। इस निर्णय के तहत राजेन्द्र महाविद्यालय ने नगर परिषद् को 10,000/- दस हजार रुपये किराया भुगतान भी किया था, परन्तु राजेन्द्र महाविद्यालय ने लीज नवीकरण नहीं कराया। तथा बिना लीज के नवीकरण कराये नये भवन का निर्माण करा रहा है एवं महाविद्यालय का संचालन कर रहा है जो अतिक्रमण के श्रेणी में आता है तथा गैरकानूनी है।

गौरतलब है कि राजेन्द्र महाविद्यालय 1990 में 10,000/- (दस हजार) रुपये किराया मद में जमा किया है। उसके बाद किराया बाकी है जो वित्तीय वर्ष 2015-16 तक मो० 26,07,192/- रुपये बकाया राशि होता है। प्रासंगिक पत्रों द्वारा उसे भुगतान हेतु आपको कई बार सूचित किया गया है। परन्तु राशि अप्राप्त है।

अतएव आपको पुनः सूचित किया जाता है कि 15 दिन के अंदर नगर परिषद् को बकाया राशि मो० 26,07,192/- रुपये जमा कराकर लीज नवीकरण कराना सुनिश्चित करें।

इसे सर्वोच्च प्राथमिकता दी जाए।

विश्वासभाजन

ह०/-अस्पष्ट

नगर कार्यपालक पदाधिकारी,
नगर परिषद्, छपरा।

ज्ञापांक-212 दिनांक 15.02.16

प्रतिलिपि:-कूलपति, जयप्रकाश विश्वविद्यालय, छपरा को सादर सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

प्रतिलिपि:- जिला पदाधिकारी, सारण को सादर सूचनार्थ प्रेषित।

प्रतिलिपि:- सचिव, नगर विकास एवं आवास विभाग, बिहार सरकार, पटना को सादर सूचनार्थ एवं आवश्यक दिशा निर्देश के लिए प्रेषित।

ह०/-अस्पष्ट

15.2.16

नगर कार्यपालक पदाधिकारी,
नगर परिषद्, छपरा।

Translated copy of Annexure-P/2
 Office of Nagar Parishad Chapra
 Letter No.212 dated 15.02.2016
 Sender:- Municipal Executive Officer,
 Nagar Parishad Chapra
 To,
 The Principal,
 Rajendra College, Chapra, Saran
 Sub:- Regarding renewal of lease of land and building situated at
 Rajendra Mahavidalaya and payment of outstanding rent amount
 of Rs. 26,07,192.00 to Municipal Council, Chapra.
 Context:- This Office's letter No.1034 dated 20.07.2015, No.317 dated
 25.02.2015, Letter No. 1530 dated 12.11.2013, Letter No.02 dated
 22.02.2013.

Sir,

Regarding the above matter, I would like to inform you that the lease for the administrative building on the campus of Rajendra College expired in 1974. Two negotiations were held between officials of Rajendra College and the Municipal Council of Chapra to renew the lease. The first negotiation took place on April 5, 1988 and the second on March, 27,1990. In the final negotiations, it was agreed that the lease would be renewed within one month. The lease term was for 21 years, with a monthly rent of Rs.3000/-(Three thousand rupees) effective April 1, 1988. Under this agreement Rajendra College paid Rs. 10,000/-(Ten thousand rupees) as rent to the Municipal Council. However, Rajendra College did not renew the lease. Without renewing the lease, it is constructing a new building and operating college which constitute encroachment and is illegal.

It is worth noting that Rajendra Mahavidylaya deposited 10,000/-(Ten thousand) in the rent head in 1990. The remaining rent remains amounting Rs. 26,07,192.00. As of the 1915-16 financial year you have been notified several times through relevant letters to pay the amount, but the amount remains unpaid.

Therefore, you are once again informed that the lease can be renewed by depositing the outstanding amount of Rs.26,07,192.00 to the Municipal Council within 15 days.

Ensure this is done.

This should be given top priority.

Trust
Sd/ illegible
Executive Officer,
Nagar Parishad, Chapra

Memo No. 212 dated 15.02.2016

Copy to:- Vice Chancellor, Jay Prakash University, Chapra for kind information and necessary action.

Copy to:- The District Magistrate, Saran for kind information.

Copy to:- The Secretary, Urban Development and Housing Department, Govt. of Bihar, Patna for kind information and necessary guidelines.

Sd/ illegible
15.2.2016
Executive Officer,
Nagar Parishad, Chapra

सारण समाहरणालय, छपरा

पत्रांक / सी
दिनांक / 2016

(विभागाध्यक्ष पदाधिकारी)

फ़ोन नं० - 06152-240002, 240006
फैक्स नं० - 06152-240006
ई-मेल - dm-saran.bih@nic.in

प्रेषक,

दीपक आनन्द, भा.प्र.से.
जिला पदाधिकारी,
सारण, छपरा।

सेवा में,

प्रचार्य राजेन्द्र महाविद्यालय
छपरा, सारण

विषय:-

वित्तीय वर्ष 2016-17 तक सरकारी विभागों के भवनों पर नगर परिषद, छपरा के भवन कर वकाया के संबंध में।

महाशय,

उपर्युक्त विषयक नगर कार्यपालक पदाधिकारी, नगर परिषद, छपरा के ज्ञापक 1148 दिनांक 16.8.2016 द्वारा सूचित किया गया है कि सरकारी विभागों पर वित्तीय वर्ष 2016-17 तक नगर परिषद, छपरा का भवन कर वकाया है। उनके द्वारा वकाया राशि के भुगतान हेतु कई बार आपको नोटिस किया गया है, किन्तु आपके द्वारा वकाया राशि का भुगतान नहीं किया गया है।

सरकारी भवनों का भवन कर वकाया विवरणी सत्र 2016-17 तक की सूची संलग्न करते हुए निदेश दिया जाता है कि भवन कर का वकाया राशि अविलम्ब भुगतान करना सुनिश्चित करें।

अनुलग्नक: यद्योक्त।

विश्वासभाजिन,

22/8/16
जिला पदाधिकारी,
सारण, छपरा।

ज्ञापक 2751/सी० छपरा, दिनांक 23.08.2016

प्रतिलिपि: नगर कार्यपालक पदाधिकारी, नगर परिषद, छपरा को सूचनार्थ प्रेषित।

जिला पदाधिकारी,
सारण, छपरा।

Typed Copy of the Annexure P/3

एनेक्सचर-पी/3

सारण समाहरणालय, छपरा
 पत्रांक-2751 /सी फोन नं०-06152-240002,240005
 दिनांक 23.08.2016 फैक्स नं०-06152-240006
 ईमेल-dm.saran.bih@nic.in

.....
 प्रेषक

दीपक आनन्द, भा.प्र.से.
 जिला पदाधिकारी,
 सारण, छपरा।

सेवा में

प्राचार्य राजेन्द्र महाविद्यालय,
 छपरा, सारण।

विषय- वित्तीय वर्ष 2016-17 तक सरकारी विभागों के भवनों पर नगर परिषद,
 छपरा के भवन कर बकाया के संबंध में।

महाशय,

उपर्युक्त विषयक नगर कार्यपालक पदाधिकारी, नगर परिषद, छपरा के
 ज्ञापांक 1148 दिनांक 16.8.2016 द्वारा सूचित किया गया है कि सरकारी विभागों
 पर वित्तीय वर्ष 2016-17 तक नगर परिषद, छपरा का भवन कर बकाया है।
 उनके द्वारा बकाया राशि के भुगतान हेतु कई बार आपको नोटिस किया गया है,
 किन्तु आपके द्वारा बकाया राशि का भुगतान नहीं किया गया है।

सरकारी भवनों का भवन कर बकाया विवरणी सत्र 2016-17 तक की
 सूची संलग्न करते हुए निदेश दिया जाता है कि भवन कर का बकाया राशि
 अविलम्ब भुगतान करना सुनिश्चित करें।
 अनुलग्नक-यथोक्त

विश्वासभाजन
 ४० अस्पष्ट
 23.8.16
 जिला पदाधिकारी,
 सारण, छपरा

ज्ञापांक-2751/सी० छपरा, दिनांक 23.08.2016

प्रतिलिपि-नगर कार्यपालक पदाधिकारी, नगर परिषद, छपरा को सूचनार्थ प्रेषित।

४० अस्पष्ट
 23.8.16
 जिला पदाधिकारी,
 सारण, छपरा

Translated copy of Annexure-P/3
Saran Collelctorate, Chapra

Letter No. 2751/C
Dated: 23.08.2016

Phone No.06152-240002
240005
Fax NO.06152-240006
e-mail-dm-saran.bih@nic.in

Sender:- Deepak Anand,
I.A.S.
District Magistrate, Saran, Chapra

To Principal,
Rajendra College, Chapra, Saran.

Sub:- Regarding the building tax dues of Municipal Council,
Chapra on the buildings of Government Department till the financial year
2016-17.

Sir,

Regarding the above matter the Municipal Executive Officer, Municipal Council, Chapra has stated in his letter no.1148 dated 16.8.2016, the government departments building tax to the Municipal Council, Chapra, for the financial year 2016-17. You have been issued notices several times to pay the outstanding amount, but you have not paid the outstanding amount. Attaching the list of building tax arrears of government buildings till Sessions 2016-17, it is directed to ensure immediate payment of outstanding amount of building tax.

Annexure-Ibid

Trust
Sd/ illegible
District Magistrate
Charpa,

Saran

Memo No. 2751/C Chapra dated 23.08.2016

Copy to:- The Executive Officer, Municipal Council, Chapra.

Sd/ illegible
District Magistrate
Charpa, Saran

कार्यालय छपरा नगर निगम।

पत्रांक :- 17/...../छ0न0नि0

प्रेषक,

नगर आयुक्त,
छपरा नगर निगम।

सेवा में,

आप्त सचिव,
माननीय मंत्री, शिक्षा विभाग
बिहार पटना।

छपरा/दिनांक...24/...01/2022

विषय :- छपरा नगर निगम क्षेत्रान्तर्गत स्थित राजेन्द्र कॉलेज के संबंध में सूचना उपलब्ध कराने के संबंध में।

महाशय,

उपरोक्त विषयक माननीय मंत्री महोदय से प्राप्त निर्देश के आलोक में वांछित सूचना निम्नवत है:-

- (i) शाह बनवारी लाल ने चल-अचल सहित अपनी पूर्ण संपत्ति छपरा नगर निगम को दान स्वरूप दिया है।
- (ii) जब शाह बनवारी लाल के द्वारा निगम को संपत्ति दान दी गई थी, तत्समय शाह बनवारी लाल द्वारा सराय के रूप में जो भूमि एवं मकान का उपयोग किया जाता था, वर्तमान समय में राजेन्द्र कॉलेज का संचालन उसी भूमि एवं मकान में किया जा रहा है।
- (iii) तत्कालीन अध्यक्ष, छपरा नगरपालिका एवं तत्कालीन सचिव, राजेन्द्र महाविद्यालय द्वारा दिनांक 05.12.1953 को रजिस्टर्ड लीज डीड 21 वर्षों के लिये किराये पर हुआ था। रजिस्टर्ड लीज डीड की अवधि दिनांक 05.12.1974 को समाप्त हो चुकी है, जिसे नवीनीकृत नहीं कराया गया है और किराये का भुगतान भी राजेन्द्र कॉलेज प्रशासन के द्वारा निगम को नहीं किया जा रहा है। वर्ष 2012-13 तक 20 लाख 17 हजार 721 रुपये किराया मद में निगम को भुगतान हेतु लंबित था।
- (iv) नगर निकाय एक स्वशासी निकाय है, जिसके स्व संचालन एवं आत्मनिर्भर बनने के लिये विभाग द्वारा बार-बार निर्देश दिया जाता है। नगर निगम अपने राजस्व प्राप्ति से अपने दायित्वों का निर्वहन तथा साफ-सफाई, दैनिक कर्मियों का पारिश्रमिक भुगतान, सेवानिवृत्त कर्मियों का पेंशन भुगतान, वेतन भुगतान आदि करती है। वर्तमान में शाह बनवारी लाल की भूमि राजस्व प्राप्ति का एक प्रमुख श्रोत है।

विश्वासभाजक

नगर आयुक्त
छपरा नगर निगम।

Typed Copy of Annexure P/4

एनेक्सचर-पी/4

कार्यालय छपरा नगर निगम

पत्रांक 17/ छ0न0नि0

प्रेषक,

नगर आयुक्त,
छपरा नगर निगम।

सेवा में,

आप्त सचिव,
माननीय मंत्री, शिक्षा विभाग,
बिहार, पटना।

छपरा/ दिनांक 24.01.2022

विषय- छपरा नगर निगम क्षेत्रान्तर्गत स्थित राजेन्द्र कॉलेज के संबंध में सूचना उपलब्ध कराने के संबंध में।

महाशय,

उपरोक्त विषयक माननीय मंत्री महोदय से प्राप्त निर्देश के आलोक में वांछित सूचना निम्नवत है:-

- (i) शाह बनवारी लाल ने चल-अचल सहित अपनी पूर्ण संपत्ति छपरा नगर निगम को दान स्वरूप दिया है।
- (ii) जब शाह बनवारी लाल के द्वारा निगम को संपत्ति दान दी गई थी, तत्समय शाह बनवारी लाल द्वारा कराय के रूप में जो भूमि एवं मकान का उपयोग किया जाता था, वर्तमान समय में राजेन्द्र कॉलेज का संचालन उसी भूमि एवं मकान का उपयोग किया जाता था, वर्तमान समय में राजेन्द्र कॉलेज का संचालन उसी भूमि एवं मकान में किया जात रहा है।
- (iii) तत्कालीन अध्यक्ष, छपरा नगरपालिका एवं तत्कालीन सचिव, राजेन्द्र महाविद्यालय द्वारा दिनांक 05.12.1953 को रजिस्टर्ड लीज डीड 21 वर्षों के लिये किराये पर हुआ था। रजिस्टर्ड लीज डीड की अवधि दिनांक 05.12.1974 को समाप्त हो चुकी है, जिसे नवीनीकृत नहीं कराया गया है और किराये का भुगतान भी राजेन्द्र कॉलेज प्रशासन के द्वारा निगम को नहीं किया जा रहा है। वर्ष 2012-13 तक 20 लाख 17 हजार 721 रुपये किराया मद में निगम को भुगतान हेतु लंबित था।
- (iv) नगर निकाय एक स्वशासी निकाय है, जिसके स्व संचालन एवं आत्मनिर्भर बनने के लिये विभागा द्वारा बार-बार निर्देश दिया जाता है। नगर निगम अपने राजस्व प्राप्ति से अपने दायित्वों का निर्वहन यथा साफ-सफाई, दैनिक कर्मियों का पारिश्रमिक भुगतान, सेवानिवृत्त कर्मियों का पेंशन भुगतान, वेतन भुगतान आदि करती है। वर्तमान में शाह बनवारी लाल की भूमि राजस्व प्राप्ति का एक प्रमुख श्रोत है।

विश्वासभाजन
ह0 अस्पष्ट
24.01.2022
नगर आयुक्त
छपरा नगर निगम

Translated copy of Annexure-P/4
Office of Chapra Municipal Corporation
Letter No.17/Chha.Na.Ni.

Sender:-

Municipal Commissioner,
Chapra Municipal Corporation.

To,

The Personal Secretary,
Hon'ble Minister of Education Department,
Bihar, Patna.

Chapra dated 24.01.2022

Sub:- Regarding providing information regarding Chapra College located
within Chapra Municipal Corporation area.

Sir,

In the light of instructions received from the Hon'ble Minister on the
above subject the desired information.

The followings are :-

- (i) Sah Banwari Lal has donated his entire property including movable and immovable to Chapra Municipal Corporation.
- (ii) When the property was donated to the corporation by Sah Banwari Lal, the land and house which was used as Sarai by Sah Banwari Lal at that time, the present Rajendra College is being run in the same land and house.
- (iii) A lease deed was registered on 5th December, 1953 by the then Chairman of the Chapra Municipality and the then Secretary of Rajendra College for a period of 21 years. The term of lease deed expired on 5th December, 1974 and has not been renewed, and the Rajendra College administration is not paying rent to the corporation. As of 2012-13 Rs.20,17,721/- was pending payment to the Corporation under the rent head.
- (iv) The Municipal Corporation is a self governing body, which is reputedly directed by the department to become self governing and self reliant. The Municipal Corporation uses its revenue to carry out his duties, including sanitation, daily wages payments, pension and salaries for retired employees. Currently, Sah Banwari Lal's land is a major source of revenue.

Trust
Sd/ illegible
24.1.2022

Municipal Commissioner
Chapra Municipal Corporation

Annexure P/5

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3850 of 2022

Dr. Mahachandra Prasad Singh son of Late Rangsi Singh, resident of Mohalla-Rasulpur Jilani, Chakkar Road, P.O. Head Post Office, P.S. Kazi Mohammadpur, District-Muzaffarpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Additional Chief Secretary, Finance Department, Government of Bihar, Patna.
3. The Additional Chief Secretary, Education Department, Government of Bihar, Patna.
4. The Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
5. The Director, Higher Education, Education Department, Government of Bihar, Patna.
6. The Vice Chancellor, Jai Prakash University, Chapra.
7. The Registrar, Jai Prakash University, Chapra.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Awnish Kumar, Advocate
 For the Respondent/s : Mr. Ajay Kr. Rastogi (AAG-10)

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 18-07-2023

The writ petition is filed as a public interest litigation for renovation/new construction of the College Building of Rajendra College, Chapra, which is the oldest college of Jay Prakash University, Chapra. The contention



was also that the building was about 100 years old and it is not safe for the students who are studying in the College and also for the teaching and non-teaching staff of the College. A supplementary counter affidavit dated 23.06.2023 has been filed by the Deputy Director, Higher Education, Patna. It is stated that the Education Department sanctions work on the basis of Schemes put forth for grants and disbursement of funds for development work in the Universities; which work is carried out by the Bihar State Educational Infrastructure Development Corporation (for brevity 'BSEIDC'). Respondent No.6 has furnished projects for development work of the University and Colleges. By letter dated 13.05.2022 scheme is forwarded for Rajendra College, Chapra, development works, which is evident from Annexure-D series. Respondent No.5 was also intimated. The Managing Director, BSEIDC is to co-ordinate with the Registry of the Jay Prakash University and Principal, Rajendra College, Chapra, to draw up an estimate for the expenses to be incurred for new construction/renovation works, which communication is produced at Annexure-E. It is also undertaken that immediately on estimate being received by the Department, further action will be taken.



2. The said undertaking is recorded and the writ petition is disposed of.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

sharun/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	24.07.2023
Transmission Date	





लक्ष्मीनारायण गुप्ता

महापौर छपरा नगर निगम

www.chhparanagar.org

पत्रांक : 187/2026

दिनांक : 14/02/2026

प्रेषक: लक्ष्मीनारायण गुप्ता
महापौर
छपरा नगर निगम
प्रेषित: जिलाधिकारी,
सारण, छपरा

उपरोक्त विषय के सन्दर्भ में कहना है की शाह बनवारी लाल सराय बिल्डिंग, छपरा ने अपना जमीन एवं बिल्डिंग जिसका रकबा लगभग 20 बिगहा 11 कट्टा 02 धुर दान स्वरूप छपरा नगरपालिका को दिया, दिनांक 21.2.1939 को राजेंद्र कॉलेज छपरा संचालन हेतु राजेंद्र कॉलेज के सचिव को सालाना किराया पर एक लीज 20 वर्षों के लिए दिया | लीज की अवधि समाप्त हो जाने के बाद पुनः दिनांक 5.12.1953 को एक लीज सचिव राजेंद्र कॉलेज तथा छपरा नगरपालिका के बीच तैयार किया गया, लीज की अवधि 1974 में समाप्त हो गया | राजेंद्र कॉलेज के प्राण में दो तालाब है जिसे छोड़कर लीज किया गया तथा लीज के कंडिका -8 में यह दर्शाया गया की-There is a nala which connecting the jamuna nala with the Sarkari tank portion of this nala and the entire jamuna nala falls within the area leased out . The said

Aj 14.02.2026 at 5:45 PM
वास्तु प्रमोरी कार्यालय अधीक्षक (साभान्व)
सारण समाहरणालय सारण, छपरा

+91 94732 20549

साहेबगंज सोनरपट्टी, छपरा



52
लक्ष्मीनारायण गुप्ता

महापौर
छपरा नगर निगम

Facebook Instagram Twitter @Inguptacpr

पत्रांक : connecting nala and jamuna nala are used for दिनांक :
taking in and draining out water of the sarai tank. The
lessor will have the right to use the jamuna nala for the
aforesaid purposes and lessee will have no right to fill
up or build on the jamuna nala and the connecting nala
aforesaid. The lessor shall have right of rearing fish and
shell appropriate the sells proceeds there of as usual .

राजेंद्र कॉलेज के प्रशासन एवं प्रिंसिपल ने लीज का उल्लघन कर तालाब को मिट्टी एवं पत्थर से भर दिया और उसमें मौजूद समस्त मछली को मार कर फेंक दिया | तालाब को भर कर बिल्डिंग बनाने का कार्य प्रारंभ कर दिया गया है | मना करने पर गाली-गलौज करते हैं और धमकी देते हैं की जो करना है कर लो | मेरा कोई कुछ नहीं बिगाड़ सकता है | तालाब को भर कर उस पर निर्माण कार्य करना एक गंभीर पर्यावरणीय उल्लघन है तथा यह जल (प्रदूषण निवारण और नियंत्रण) अधिनियम 1974 एवं बिहार सरकार के द्वारा स्वीकृत जल जीवन हरियाली मिशन की भी अवहेलना है |

अतः महोदय से विनम्र निवेदन है की शीघ्रता से कारवाई करते हुये राजेंद्र कॉलेज के परिसर में तालाब को भर कर जो निर्माण कार्य किया जा रहा है उस पर रोक लगाया जाए तथा कानूनी कारवाई की जाए |

Laxmi
भवदीय
14/9/26 महापौर

लक्ष्मीनारायण गुप्ता
नगर निगम छपरा
लक्ष्मीनारायण गुप्ता
महापौर
छपरा नगर निगम

Translated copy of Annexure-P/6 series

Lakshmi Narayan Gupta,
Mayor, Chapra Municipal Corporation
Dated: 14.02.2026

Letter No. 187/2026

From:- Lakshmi Narayan Gupta,
Mayor, Chapra Municipal Corporation

Sent:-
The District Magistrate,
Saran, Chapra.

In the context of the above subject it is to be said that Sah Banwari Lal Sarai building, Chapra, donated his land and building measuring approximately 20 bighas 11 katha 02 dhurs to Chapra Nagarpalika and on 21.02.1939 gave a lease for 20 years to the Secretary of Rajendra College, Chapra for the operation of Rajendra College Chapra, on annual rent. After the lease period was over, again a lease was executed on 05.12.1953 between the Secretary, Rajendra College and Chapra Nagarpalika, the lease period ended in 1974. There are two ponds in the premises of Rajendra College which were leased out, and in clause 8 of the lease, it was shown that there is a drain Nala which connecting the Jamuna Nala with the Sarkari Tankj portion of this Nala and the entire Jamuna Nala falls within the area leased out. The said

connecting Nala and Jamuna Nala are used for taking in and draining out water of the Sarai tank, the lessor will have the right to use the Jamuna Nala for the aforesaid purposes and lessee will have no right to fill up or build on the Jamuna Nala and connecting nala aforesaid. The lessor shall have right of rearing fish and shell appropriate and sells proceeds thereof as usual.

The administration and Principal of Rajendra College violating the lease, filled the pond with mud and stones and killed all the fishes in it and threw them away. After filling the pond, the construction work of building has been started. On refusal they abused and threatened that do whatever you want. No one can harm me. Filling the pond and carrying out construction work on it in serious environmental violation and it is also disregard of the water(Prevention and Control of Pollution)Act 1974 and the Jal Jiwan Hariyali Mission approved by the government of Bihar.

Therefore, it is humble request to you that by taking immediate action the construction work being done by filling the pond in the campus of Rajendra College should be stopped and legal action be taken.

Yours sincerely,
Sd/ illegible
14.2.2026
Mayor
Lakshmi Narayan Gupta
Chapra Municipal Corporation



लक्ष्मीनारायण गुप्ता

महापौर
छपरा नगर निगम

f @Inguptacpr

दिनांक : 14/02/2026

संख्यांक : 188/2026

सदस्य सचिव
बिहार राज्य प्रदुषण बोर्ड,
पटना, बिहार

महाशय,

उपरोक्त विषय के सन्दर्भ में कहना है की शाह बनवारी लाल सराय बिल्डिंग, छपरा ने अपना जमीन एवं बिल्डिंग जिसका रकवा लगभग 20 बिगहा 11 कट्टा 02 धुर दान स्वरुप छपरा नगरपालिका को दिया, दिनांक 21.2.1939 को राजेंद्र कॉलेज छपरा संचालन हेतु राजेंद्र कॉलेज के सचिव को सालाना किराया पर एक लीज 20 वर्षों के लिए दिया | लीज की अवधि समाप्त हो जाने के बाद पुनः दिनांक 5.12.1953 को एक लीज सचिव राजेंद्र कॉलेज तथा छपरा नगरपालिका के बीच तैयार किया गया, लीज की अवधि 1974 में समाप्त हो गया | राजेंद्र कॉलेज के प्राण में दो तालाब है जिसे छोड़कर लीज किया गया तथा लीज के कंडिका -8 में यह दर्शाया गया की-There is a nala which connecting the jamuna nala with the Sarkari tank portion of this nala and the entire jamuna nala falls within the area leased out .The said



लक्ष्मीनारायण गुप्ता

महापौर

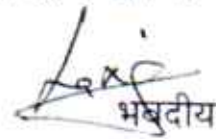
छपरा नगर निगम

f @Inguptacpr

पत्रांक : Connecting nala and jamuna nala are used for दिवांक :
 taking in and draining out water of the sarai tank. The lessor will have the right to use the jamuna nala for the aforesaid purposes and lessee will have no right to fill up or build on the jamuna nala and the connecting nala aforesaid. The lessor shall have right of rearing fish and shell appropriate the sells proceeds there of as usual .

राजेद्र कॉलेज के प्रशासन एवं प्रिंसिपल ने लीज का उल्लघन कर तालाब को मिट्टी एवं पत्थर से भर दिया और उसमे मौजूद समस्त मछली को मार कर फेंक दिया | तालाब को भर कर बिल्डिंग बनाने का कार्य प्रारंभ कर दिया गया है | मना करने पर गाली-गलौज करते है और धमकी देते है की जो करना है कर लो | मेरा कोई कुछ नहीं बिगाड़ सकता है | तालाब को भर कर उस पर निर्माण कार्य करना एक गंभीर पर्यावरणीय उल्लघन है तथा यह जल (प्रदुषण निवारण और नियंत्रण) अधिनियम 1974 एवं बिहार सरकार के द्वारा स्वीकृत जल जीवन हरियाली मिशन की भी अवहेलना है |

अतः महोदय से विनम्र निवेदन है की शीघ्रता से कारवाई करते हुये राजेंद्र कॉलेज के परिसर में तालाब को भर कर जो निर्माण कार्य किया जा रहा है उस पर रोक लगाया जाए तथा कानूनी कारवाई की जाए |


 भक्षदीय

लक्ष्मीनारायण गुप्ता
 लक्ष्मीनारायण गुप्ता
 छपरा नगर निगम छपरा

Translated copy of Annexure-P/6 series

Lakshmi Narayan Gupta,
Mayor, Chapra Municipal Corporation
Dated: 14.02.2026

Letter No. 188/2026

From:- Lakshmi Narayan Gupta,
Mayor, Chapra Municipal Corporation

Sent:-

The Member Secretary
Bihar State Pollution Control Board
Patna, Bihar.

In the context of the above subject it is to be said that Sah Banwari Lal Sarai building, Chapra, donated his land and building measuring approximately 20 bighas 11 katha 02 dhurs to Chapra Nagarpalika and on 21.02.1939 gave a lease for 20 years to the Secretary of Rajendra College, Chapra for the operation of Rajendra College Chapra, on annual rent. After the lease period was over, again a lease was executed on 05.12.1953 between the Secretary, Rajendra College and Chapra Nagarpalika, the lease period ended in 1974. There are two ponds in the premises of Rajendra College which were leased out, and in clause 8 of the lease, it was shown that there is a drain Nala which connecting the Jamuna Nala with the Sarkari Tank portion of this Nala and the entire Jamuna Nala falls within the area leased out. The said

connecting Nala and Jamuna Nala are used for taking in and draining out water of the Sarai tank, the lessor will have the right to use the Jamuna Nala for the aforesaid purposes and lessee will have no right to fill up or build on the Jamuna Nala and connecting nala aforesaid. The lessor shall have right of rearing fish and shell appropriate and sells proceeds thereof as usual.

The administration and Principal of Rajendra College violating the lease, filled the pond with mud and stones and killed all the fishes in it and threw them away. After filling the pond, the construction work of building has been started. On refusal they abused and threatened that do whatever you want. No one can harm me. Filling the pond and carrying out construction work on it in serious environmental violation and it is also disregard of the water(Prevention and Control of Pollution)Act 1974 and the Jal Jiwan Hariyali Mission approved by the government of Bihar.

Therefore, it is humble request to you that by taking immediate action the construction work being done by filling the pond in the campus of Rajendra College should be stopped and legal action be taken.

Yours sincerely,
Sd/ illegible
14.2.2026
Mayor
Lakshmi Narayan Gupta
Chapra Municipal Corporation

Annexure-8/7

ITEM NO.101

COURT NO.11

SECTION PIL

**SUPREME COURT OF INDIA
RECORD OF PROCEEDINGS**

WRIT PETITION (CIVIL) NO(s). 230 OF 2001

M.K. BALAKRISHNAN & ORS.

Petitioner(s)

VERSUS

UNION OF INDIA & ORS.

Respondent(s)

(With appln(s) for ad-interim ex-parte stay,impleadment as party respondent)

Date: 26/03/2009 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE MARKANDEY KATJU
HON'BLE MR. JUSTICE B. SUDERSHAN REDDY

For Petitioner(s) Mr. Gopal Sankaranarayanan, Adv.
Mr. Radhakrishna Kumar, Adv.
Mr. Parmanand Pandey, Adv. for
Mr. Naresh Kumar, Adv.

For Respondent(s) Mr. S.R. Singh, Sr. Adv.
Mr. Shail Kumar Dwivedi, AAG
Mr. Anuvrat Sharma, Adv.
Ms. Alka Sinha, Adv.

Mr. T.S. Doabia, Sr. Adv.
Ms. Sunita Sharma, Adv. for
Mr. B.V. Balaram Das, Adv.

Mr. Riku Sarma, Adv. for
M/s. Corporate Law Group

Mr. Avijit Bhattacharjee, Adv.
Mr. Saumya Kundu, Adv.

Ms. Kamini Jaiswal, Adv.

Ms. Pinky Behera, Adv. for

For State of Bihar &
Tripura

Ms. Hemantika Wahi, Adv.

Mr. Radha Shyam Jena, Adv.

Mr. Naresh K. Sharma, Adv.

Mrs. Aruna Mathur, Adv.

Mr. Vimal Dubay, Adv.for

M/s. Arputham Aruna & Co,

Mr. Khwairakpam Nobin Singh, Adv.

Ms. Sangitaa Singh, Adv.

Mr. Manish Kumar, Adv.for

Mr. Gopal Singh, Adv.

Mr. B.S.Banthia, Adv.

Mr. Manish Singhvi, AAG

Mr. Milind Kumar, Adv.

Mr. R.S.Suri, Adv.

Mr. Ranjan Mukherjee, Adv.

Ms.Sumita Hazarika, Adv.

Mr. R.Ayyam Perumal, Adv.

Mr. Anil Shrivastav, Adv.

Mr. K.N.Madhusoodhanan, Adv.for

Mr. M.K.Michael, Adv.

Mr. R.Nedumaran, Adv.

Mr. R.Shunmugasundaram, Sr. Adv.

Mr. V.G.Pragasam, Adv.

Mr. S.J.Aristotle, Adv.

Mr. Prabu Rama Subramanian, Adv.

Mr. P.V.Dinesh, Adv.

Ms. Sindhu T.P., Adv.

Mr.Tabrez Ahmad, Adv.for

Mr. Anis Suhrawardy ,Adv.

Mr. Anil Kumar Jha, Adv.

Mr. Sanjay R.Hegde, Adv.
Mr. A.Rohen Singh, Adv.

Mr. Edward Belho, Adv.
Mr. Rituraj Biswas, Adv.
Mr. P.Athuimei R. Naga, Adv.

Ms. A.Subhashini, Adv.

Mr. Manoj Saxena, Adv.
Mr. Rajnish K. Singh, Adv.
Mr. Rahul Shukla, Adv.

Mr. Sanjay V.Kharde, Adv.for
Ms. Asha G.Nair, Adv.

Mr. R.Shunmugh Sundram, Sr. Adv.
Mr. T.Harish Kumar, Adv.

Mr. Manjit Singh, AAG
Mr. Harikesh Singh, Adv.for
Mr. Kamal Mohan Gupta, Adv.

UPON hearing counsel the Court made the following
O R D E R

Let notice be issued to the Secretary, Ministry of Science and Technology, Union of India which will file its counter affidavit within four weeks stating that what measures are being taken to solve the water shortage problem in the country and for implementing the recommendation of Hon'ble Mr. Justice Markandey Katju in the decision of State of Orissa vs. Government of India & Another reported in JT 2009 (2) SCC 233.

The application for impleadment is allowed. Let notice issue to the newly added States.

List this matter on 28th April, 2009.

(Parveen Kr. Chawla)
Court Master

[Signed Order is placed on the File]

(Indu Satija)
Court Master

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION
WRIT PETITION(CIVIL) NO.230 OF 2001

M.K.Balakrishnan & Others

..Petitioners

versus

Union of India & Others

..Respondents

ORDER

Heard learned counsel for the parties.

Pursuant to this Court's order dated 26th February, 2009, the Chief Secretaries, State of Haryana and Uttar Pradesh are personally present in the Court. Their personal presence is dispensed with unless directed in future.

The present Writ Petition under Article 32 of the Constitution of India relates to conservation of wet lands which in our opinion would include ponds, tanks, canals, creeks, water channels, reservoirs, rivers, streams and lakes. Although, the writ petition as framed related to protection of wetlands in the country for preservation of the environment and maintaining the ecology, we have suo motu expanded its scope as mentioned below.

There is acute shortage of water in our country and one of the main

reasons for that is that most of the water

-2-

conservation bodies in our country such as ponds, tanks, small lakes etc. have been filled up in recent times by some greedy persons and such persons have constructed buildings, shops etc. on the same.

Our ancestors were wise people who realised that because of droughts or some other reasons there may be shortage of water in future and hence they made the provision of a pond near every village, tanks in or near temples, etc.. The whole idea behind this was that whenever there is a shortage of water due to drought etc., people may not suffer and they may use the water available in ponds, tanks etc. Unfortunately, people have forgotten the wisdom of our ancestors and that is why some greedy people for their personal interest and to make money have filled up most of these ponds, tanks etc. and have constructed buildings thereon with the result that in most parts of India, there is a terrible water shortage and people are suffering terribly, particularly, in the summer season both in rural and urban areas. When water is not available, people come to the streets and there are chakka jams (road blocks), riots etc. to awaken the government authorities to take some measures to make available the necessity of life to the general public called water.

In many cities, in many colonies, people get water

-3-

for half an hour in a day and sometimes not even that e.g. in Delhi, Tamil Nadu, Rajasthan, U.P., Northeast etc. In large parts of rural areas there is a shortage of water for irrigation and drinking purpose. Rivers in India are drying up, ground

water is being rapidly depleted and canals are polluted. The Yamuna in Delhi looks like a black drain. Several perennial rivers like the Ganga and Bahamputra are rapidly becoming seasonal. Rivers are dying or declining, and aquifers are getting over-pumped. Industries, hotels, etc. are pumping out groundwater at an alarming rate, causing sharp decline in the groundwater levels. Farmers are having a hard time finding ground water for their crops e.g. in Punjab. In many places there are serpentine queues of exhausted housewives waiting for hours to fill their buckets of water. In this connection, John Briscoe has authored a detailed World Bank report, in which he has mentioned that despite this alarming situation there is widespread complacency on the part of the authorities in India.

This Court in *State of Orissa vs. Government of India & Another, JT 2009 (2) SC 233*, in which one of us [Hon'ble Mr. Justice Markandey Katju] was a member, while agreeing fully with the reasoning and directions of the other Hon'ble Judge on the Bench Hon'ble Altamas Kabir, J., has recommended to the Central Government to immediately

-4-

constitute a body of eminent scientists in the field who should be requested to do scientific research in this area on a war footing to find out scientific ways and means of solving the water shortage problem in the country. It was also recommended that the said body shall be given all the financial, technical and administrative help by the Central and State Governments for this purpose. The help and advice of foreign scientific experts and/or Indian scientists settled abroad who are specialized in this field may also be taken, since the solution to the problem will not only help India

but also foreign countries which are facing the same problem, some of which may already have progressed significantly in this area. The present known methods e.g. distillation or reverse osmosis are very expensive. We have to find out cheaper methods and this is possible only by scientific research on a war footing. The said body of scientists was requested to, inter alia, perform the following tasks:

- (i) to find out an inexpensive method or methods of converting saline water into fresh water.
- (ii) to find out an inexpensive and practical method of utilizing the water, which is in the form of ice, in the Himalayas.
- (iii) to find out a viable method of utilizing rain water.
- (iv) to utilize the flood water by harnessing the rivers so that the excess water in the floods, may instead of causing damage, be

-5-

utilized for the people who are short of water, or be stored in reservoirs for use when there is drought.

In the said decision the Court also observed:

"42. It is indeed sad that a country like India which solved the problem of town planning 6000 years ago in the Indus Valley Civilization and which discovered the decimal system in Mathematics and Plastic Surgery in Medicine in ancient times, and is largely managing Silicon Valley in U.S.A. today has been unable to solve the problem of water shortage till now. In my opinion there is no dearth of eminent scientists in the field who can solve this problem, but they have not been organized and brought together and not been requested by the Central and State Governments to solve this problem, nor given the facilities for this.

43. In my opinion the right to get water is a part of right to life guaranteed by Article 21 of the Constitution. In this connection, it has been observed in Delhi Water Supply & Sewage Disposal Undertaking and Anr. vs. State of Haryana and Ors. [JT 1996 (6) SC 107; 1996 (2) SCC 572]:

"Water is a gift of nature. Human hand cannot be permitted to convert this bounty into a curse, an

oppression. The primary use to which water is put being drinking, it would be mocking nature to force the people who live on the bank of a river to remain thirsty”.....

44. Similarly in *Chameli Singh & Ors. v. State of U.P. & Ors.* [JT 1995 (9) SC 380: 1996 (2) SCC 549] this Court observed:

“.....Right to live guaranteed in any civilized society implies the right to food, water, decent environment,

-6-

education, medical care and shelter. These are basic human rights known to any civilized society. All civil, political, social and cultural rights enshrined in the Universal Declaration of Human Rights and Convention or under the Constitution of India cannot be exercised without these basic human rights”.....

In *Hinch Lal Tiwari vs. Kamala Devi*, AIR 2001 S.C. 3215, this Court observed (vide paragraphs 13 and 14):

“13. It is important to note that material resources of the community like forests, tanks, ponds, hillock, mountain etc. are nature's bounty. They maintain delicate ecological balance. They need to be protected for a proper and healthy environment which enable people to enjoy a quality life which is essence of the guaranteed right under Article 21 of the Constitution. The Government, including revenue authorities, i.e. respondents 11 to 13, having noticed that a pond is falling in disuse, should have bestowed their attention to develop the same which would, on one hand, have prevented ecological disaster and on the other provided better environment for the benefit of public at large. Such vigil is the best protection against knavish attempts to seek allotment in non-abadi sites.

14. For the aforementioned reasons, we set aside the order of the High Court, restore the order of the Additional Collector dated February 25, 1999 confirmed by the Commissioner on March 12, 1999. Consequently, respondents 1 to 10 shall vacate the land, which was allotted to them, within six months from today. they will, however, be permitted to take away the

material of the houses which they have constructed on the said land. If respondents 1 to 10 do not vacate the land within the

-7-

said period the official respondents i.e. respondents 11 to 13 shall demolish the construction and get possession of the said land in accordance with law. The State including respondents 11 to 13 shall restore the pond, develop and maintain the same as a recreational spot which will undoubtedly be in the best interest of the villagers. Further it will also help in maintaining ecological balance and protecting environment in regard to which this Court has repeatedly expressed its concern. Such measures must be begun at the grass-root level if they were to become the nation's pride."

Let notice be issued to the Secretary, Ministry of Science and Technology, Union of India which will file its counter affidavit within four weeks stating what measures are being taken to solve the water shortage problem in the country and for implementing the recommendation of Hon'ble Markandey Katju, J. in the aforesaid decision in State of Orissa vs. Government of India & Another, JT 2009 (2) SC 233.

The application for impleadment is allowed. Let notice issue to the newly added States.

List this matter on 28th April, 2009.

.....J.
[MARKANDEY KATJU]

NEW DELHI;
MARCH 26, 2009.

.....J.
[B.SUDERSHAN REDDY]

VAKALATNAMA
BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
O.A.No. :/2026



IN THE MATTER OF :

Lakshmi Narayan Gupta, Mayor
 Chapra Nagar Nigam, Saran, Bihar & Anr.

Applicant

VERSUS

The State of Bihar & Others Respondent

KNOW ALL MEN by these presents that We/I, do hereby appoint Mr. Ghanshyam Pandey Advocate for Applicant no. 1 and Mr Indu Bhusan Advocate for Applicant no. 2 (Herein After called the Advocates) to be My/Our Advocate in the above noted case Authorizes him. To act, appear and plead in the above noted case in this court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court Subject to payment of fees separately for each court by me/us. To sign file verify and present pleadings appeals cross-objections or petitions for execution review, revision, withdrawal,, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages. To file and take back documents to admit and/or deny the documents of opposite party to withdraw or compromise the said case or submit to arbitration any difference or disputes that may arise touching or in any manner relating to the said case. To take execution proceedings. To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct and other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the advocate whenever he may think fit to do so and sign the power of attorney on our behalf & I/We the/ undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes. And I/We undertake that I/We or my/our duly authorized agent would appear in the court on all hearings and will inform the Advocate for appearance when the case is called. And I/We undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the process union of the said case until the same is paid. I/We will not be entitled for the refund of the same in any case whatsoever. In Witness Where of I/We do hereunto set my/our hand to these present the contents of which have been undersigned by me/us on this ..26th... day.....February..... 2026 Accepted. Subject to the terms of fees.

Ghanshyam Pandey
 Ghanshyam Pandey
 Advocate
 BR/2627/2021

Client
Lakshmi Narayan Gupta
 लक्ष्मी नारायण गुप्ता
 महापौर
 छपरा नगर निगम





भारतीय विशिष्ट पहचान प्राधिकरण
 Unique Identification Authority of India

मातः
 स/ओ: चन्द्रिका प्रसाद गुप्ता, वॉर्ड नंबर-28, साहेबगंज,
 सोनारपट्टी, चापरा, छपरा, भारत,
 बेहार - 841301

Address:
 S/O: Chandrika Prasad Gupta, ward number-28,
 Sahabganj, sonarpatti, Chapra, PO: Chapra, DIST:
 Saran,
 Bihar - 841301



~~XXXX XXXX~~ 8052
 VID : 9161 6738 9742 6471

1947 | help@uidai.gov.in | www.uidai.gov.in





भारत सरकार
 Government of India

Aadhaar no. issued: 23/08/2014



लक्ष्मी नारायण गुप्ता
 Lakshmi Narayan Gupta
 जन्म तिथि/DOB: 07/12/1983
 पुरुष/ MALE

~~XXXX XXXX~~ 8052

मेरा आधार, मेरी पहचान

Lakshmi narayan gupta