

GAHC010206152022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WA/337/2022

1. AFIYA BEGUM LASKAR AND 28 ORS
D/O LATE ABDUL LATIF LASKAR RESIDENT OF VILLAGE BARNAGAD P.O
KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

2: AYESHA MAMATAZ BEGUM LASKAR
W/O JAMAL UDDIN LASKAR
RESIDENT OF VILLAGE RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

3: ABDUL HANNAN BARBHUIYA
S/O AFTAB UDDIN BARBHUIYA
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

4: ANOWAR HUSSAIN BARBHUIYA
S/O JAMIR ALI BARBHUIYA
RESIDENT OF VILLAGE KAPNAPAR
DIST- HAILAKANDI, ASSAM

5: ABDUL RAHIM LASAKAR
S/O MATIUR RAHMAN LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

6: SHAH ALOM BARBHUIYA
S/O SARAF UDDIN BARBHUIYA
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

7: TAJ UDDIN BARBHUIYA
S/O SARAF UDDIN BARBHUIYA
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

8: ABDUL HANNAN LASKAR
S/O SIDDEK ALI LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

9: RUHUL AMIN LASKAR
S/O NURUL ISLAM LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

10: TAZMIN NEHAR LASKAR
LATE KALANDAR ALI LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

11: MANJURUL ISLAM CHOUDHURY
S/O FOYZUL HOQUE CHOUDHURY
RESIDENT OF ALGAPUR PT.I
P.S. ALGAPUR, DIST- HAILAKANDI, ASSAM

12: ABDUL KHALIK BARBHUIYA
S/O LATE MATAKAR ALI BARBHUIYA
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

13: SALIM UDDIN BARBHUIYA
S/O LATE MOYNA MIA BARBHUIYA
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

14: SAHIDUL ISLAM LASKAR
S/O LATE MOYOR ALI LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

15: SAHID AHMED LASKAR
S/O LATE MASADDAR ALI LASKAR
RESIDENT OF VILL- KAPNAPAR
P.S. ALGAPUR, DIST- HAILAKANDI, ASSAM

16: MUKTADIR RAHMAN LASKAR
S/O MAHMUD HUSSAIN LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

17: NAZRUL ISLAM LASKAR
S/O IZAZUR RAHMAN LASKAR

RESIDENT OF VILL- KAPNAPAR
P.S. ALGAPUR, DIST- HAILAKANDI, ASSAM

18: SARIF UDDIN LASKAR
S/O MOSOI MIA LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

19: BADRUL HAQUE LASKAR
S/O ABDUL SATTAR LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

20: SITI NATH MAZUMDER
W/O PRATYUT NATH MAZUMDER
RESIDENT OF VILL- PADARPAR
P.S. ALGAPUR, DIST- HAILAKANDI, ASSAM

21: KAMAL UDDIN LASKAR
S/O LATE SAFIQUL HAQUE LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

22: JASIM UDDIN LASKAR
S/O ABDUL SATTAR LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

23: KAYDUL ISLAM LASKAR
S/O LATE YUSUF ALI LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

24: MAJIBUR RAHMAN LASKAR
S/O LATE AHMED ALI LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

25: SAHINA BEGUM CHOUDHURY
W/O MASHUK AHMED CHOUDHURY
RESIDENT OF VILL- ALGAPUR PT-I
P.S. ALGAPUR, DIST- HAILAKANDI, ASSAM

26: ABDUL AJIM BARBHUIYA
S/O NURUDDIN BARBHUIYA
RESIDENT OF VILL- KAPNAPAR
P.S. ALGAPUR, DIST- HAILAKANDI, ASSAM

27: NASIRUDDIN LASKAR
S/O ABDUL HOQUE LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

28: SAMSUL HOQUE LASKAR
S/O ABDUL LATIF LASKAR
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM

29: GULBAG BEGUM BARBHUIYA
W/O MOYNUL HOQUE BARBHUIYA
RESIDENT OF VILLAGE BARNAGAD
P.O KALIBARI BAZAR, DIST- HAILAKANDI, ASSAM.

.....**Writ Appellants**

VERSUS

1. THE STATE OF ASSAM,
TO BE REPRESENTED BY COMMISSIONER AND SECRETARY TO THE
GOVT. OF ASSAM, PANCHAYAT AND RURAL DEVELOPMENT
DEPARTMENT, DISPUR, GUWAHATI-06

2:THE DY. COMMISSIONER, HAILAKANDI
P.O. AND DIST- HAILAKANDI, ASSAM ,PIN - 788151

3:THE SUB DIVISIONAL OFFICER (SADAR), HAILAKANDI
P.O. AND DIST- HAILAKANDI, ASSAM, PIN- 788151.

4:THE CHIEF EXECUTIVE OFFICER,
ZILLA PARISHAD HAILAKANDI ,
P.O. AND DIST- HAILAKANDI,
ASSAM, PIN- 788151.

5:THE BLOCK DEVELOPMENT OFFICER
ALGAPUR DEVELOPMENT BLOCK
P.O. KALIBARI BAZAR, DIST- HAILAKANDI
ASSAM,PIN- 788151.

6:THE ALGAPUR GAON PANCHAYAT
REPRESENTED BY ITS SECRETARY
P.O. KALIBARI BAZAR,
DIST- HAILAKANDI
ASSAM,PIN- 788151.

7:THE SECRETARY
ALGAPUR GAON PANCHAYAT
P.O. KALIBARI BAZAR, DIST- HAILAKANDI,
ASSAM ,PIN- 788151.

8:THE PRESIDENT
ALGAPUR GAON PANCHAYAT
P.O. KALIBARI BAZAR, DIST- HAILAKANDI
ASSAM ,PIN- 788151.

9:SAHIN AHMED LASKAR
S/O LATE NASIR UDDIN LASKAR
VILL- BORNAGAD, P.O. KALIBARI BAZAR,
DIST- HAILAKANDI, ASSAM, PIN- 788150.

10:ISLAM UDDIN LASKAR
S/O MOSADDAR ALI LASKAR
VILL- BORNAGAD, P.O. KALIBARI BAZAR,
DIST- HAILAKANDI, ASSAM, PIN- 788150.

11:ANOWAR HUSSAIN BARBHUIYA
S/O ABDUL MATLIB BARBHUIYA
VILL- BORNAGAD
P.O. KALIBARI BAZAR, DIST- HAILAKANDI
ASSAM, PIN- 788150

12:SALIM UDDIN BARBHUIYA
S/O ALAUDDIN BARBHUIYA
VILL- BORNAGAD
P.O. KALIBARI BAZAR, DIST- HAILAKANDI
ASSAM, PIN- 788150

13:MASUK AHMED BARBHUIYA
S/O SHAMSUL HAQUE BARBHUIYA
VILL- BORNAGAD, P.O. KALIBARI BAZAR,
DIST- HAILAKANDI, ASSAM, PIN- 788150.

14:MORIOM BIBI
W/O LATE ABDUL JALIL LASKAR
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI, PIN-788150

15:SALINA BEGUM BARBHUIYA
W/O ALTAF HUSSAIN BARBHUIYA
VILL. CHIPARSANGAN PART-I
P.O JANAKI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI, PIN-788801

16:PAPLU PAUL
S/O KANCHAN PAUL
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR,
DIST. HAILAKANDI, PIN-788150

17:BAHAR UDDIN CHOUDHURY
S/O AKADDACH ALI CHOUDHURY
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI, PIN-788150

18:SRIKANTA PAUL
S/O SHRIMAT KUMAR PAUL
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI, PIN-788150

19:PROBHAT PAUL
S/O MANMATH PAUL
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI, PIN-788150

20:GULENUR HAQUE LASKAR
S/O NAJARUL HAQUE LASKAR
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI,
PIN-788150

21:REHANA BEGUM LASKAR
W/O AFTAB UDDIN LASKAR
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI, PIN-788150

22:ABJALUR RAHMAN LASKAR
S/O REHANA BEGUM LASKAR
VILL. ALGAPUR PART-I
P.O KALIBARI BAZAR, P.S ALGAPUR
DIST. HAILAKANDI, PIN-78815.

.....**Respondents**

– BEFORE –

HON'BLE THE CHIEF JUSTICE

HON'BLE MRS. JUSTICE SUSMITA PHUKAN KHAUND

For the Appellants : Mr. U.K. Nair, Senior Advocate assisted by Mr. M.H. Laskar, Advocate.

For the Respondent(s) : Mr. P. Handique, Standing Counsel, Panchayat and Rural Development Department.

: Mr. D.K. Sarmah, Additional Senior Government Advocate, Assam for respondent Nos.2 & 3.

: Mr. P.K. Roy Choudhury and Mr. H.I. Choudhury, Advocate for respondent Nos.10 & 11.

: Mr. T.J. Mahanta, Senior Advocate assisted by Mr. R.A. Choudhury, Advocate for respondent No.14.

Date of Hearing & Judgment : 30.08.2023.

JUDGMENT & ORDER (ORAL)

[Sandeep Mehta, CJ]

The instant intra-Court writ appeal is directed against the judgment and final order dated 13.09.2022, passed by learned Single Bench in WP(C) No.5468/2019 and WP(C) No.5419/2020.

2. The appellants/ writ petitioners claim to have been selected for allotment of 29 Nos. of shop-rooms to be constructed in the Algapur Bazar by the Algapur Gaon Panchayat in furtherance of notice dated 13.11.2009. It is stated that the total number of 53 applicants participated in the allotment process wherein, the appellants/ petitioners were selected. They deposited

advance amount of Rs.2,10,000/- each in installments and the shop-rooms were constructed by the Construction Committee of the Gaon Panchayat by utilizing the said fund.

3. Appellants/writ petitioners claim that after the construction was completed, lease deeds were executed on 01.09.2011 between the Algapur Gaon Panchayat, represented by its President and the individual allottees (appellants/petitioners) in presence of witnesses. However, the possession of the shop-rooms was not handed over to the appellants/ petitioners upon which they approached this Court by filing writ petition, being WP(C) No.6397/2017 wherein, interim order dated 30.10.2017 was passed observing that the Algapur Gaon Panchayat would be at liberty to hand over the possession of the shop-rooms to the allottees. Accordingly, the appellants claim to have taken possession of the shop-rooms and are running their businesses therein.

The writ petition, WP(C) No.6397/2017 filed by the appellants and writ petition, WP(C) No.6943/2017 filed by another set of aspirants for the shops, were disposed of vide order dated 26.04.2018 remanding the matter to the Deputy Commissioner, Hailakandi to enquire into the matter and pass necessary order.

4. The Deputy Commissioner, Hailakandi thereupon conducted an enquiry concluding that the shop-rooms were constructed by using the money advanced by the appellants herein. The respondent Nos.9 to 13 thereupon approached this Court by filing writ petition, being WP(C) No.436/2019 wherein, an interim order dated 25.01.2019 was passed directing the Secretary, Algapur Gaon Panchayat to issue a tender notice for settlement of shops by following the procedure prescribed under the Assam Panchayat Act, 1994 and the Assam Panchayat (Financial) Rules, 2002. The tender notice was

issued on 29.06.2019.

5. The appellants/ petitioners, challenged the said interim order dated 25.01.2019 by filing writ appeal, being WA No.38/2019, which was disposed of by the Division Bench vide order dated 11.02.2019 directing that the competent authority should not issue possession orders to the parties succeeding in the tender process without leave from the learned Single Judge in the pending writ petition.

6. The writ petition, WP(C) No.436/2019 was disposed of vide order dated 23.07.2019 leaving the appellants at liberty to avail the appropriate remedy as per law.

7. Pursuant thereto, WP(C) No.5468/2019 came to be instituted at the behest of the appellants/petitioners, whereas writ petition, WP(C) No.5419/2020 was preferred by the aspirants, who were successful in the NIT dated 29.06.2019, laying a claim for the shops in question on the basis of the fresh tender process.

8. The learned Single Judge, heard the parties and adjudicated the issues presented before the Court, vide impugned order dated 13.09.2022 with the following observations:

“15. The claim of the petitioners in the first case is mainly on the assertion that there was a previous selection process in which they were selected for allotments to the 29 numbers of shop rooms, pursuant to which lease deeds were executed and considerations paid and therefore there being a concluded contract, the fruits of the same should be permitted to be enjoyed by the petitioners. To examine the said claim, the materials placed before this Court have been carefully perused. There is nothing on record to show that there was any recognized mode of selection process in which the petitioners in the

first case were selected. Even if benefit of doubt is given to the petitioners in the first case, a copy of the so called lease deed would show that it is not even executed by the Algapur Gaon Panchayat but by its President. The amount of consideration said to have been paid are tried to be supported with receipts. The receipts however clearly show that the amounts are donation and not for any considerations. Even if further benefit of doubt is given, the lease for the rooms are for unreasonably long period of 99 years with a meager amount of rent which is wholly against the principles governing the field of distribution of State largesse. Even in a given case of there being a validly executed contract, the petitioners are barred in law to seek specific enforcement as remedy lies in the form of payment of compensation if a case at all can be made out.”

9. The aforesaid order dated 13.09.2022 is assailed by the appellants/petitioners in this writ appeal.

10. Mr. U.K. Nair, learned Senior counsel representing the appellants, vehemently and fervently urged that the shops in question were validly allotted to the appellants by following the due process of law. A notice was put up on the notice board of the Gaon Panchayat, whereafter, 53 aspirants submitted their applications. The applications were duly considered and after comparative assessment of the rates offered, the appellants/ petitioners were selected and the shops which were constructed by utilizing the lease money deposited by the appellants/petitioners were allotted to them. The lease deeds have been issued, the agreements have been signed and the appellants were even given possession of the shops way back in the year 2017 after which, they were operating the same lawfully. He further urged that the shops in question were constructed by utilizing the funds garnered by the subscription money deposited by the appellants and hence, the appellants have a crystalized right for getting possession of the shops. He thus implored the Court to accept the writ appeal and set aside the impugned order.

11. *Per contra*, learned counsel representing the respondents, urged that the allotment of shops allegedly made in favour of the appellants/ petitioners, was totally *de hors* the Rules. The shops could only have been allotted in accordance with the provisions contained in the Assam Panchayat (Financial) Rules, 2002 and to be specific, Rule 47 thereof which provides that any such sale or settlement of markets etc. has to be done by inviting sealed tenders. They thus urged that in the present case, the entire process of allotment of shops to the appellants herein was undertaken in a clandestine and illegal manner. Even the lease deeds were signed by the President of the Gaon Panchayat in his individual capacity and that the allotment so made to the appellants, is totally illegal and hence, was rightly interfered by the learned Single Judge.

12. We have given our thoughtful consideration to the submissions advanced at Bar and have gone through the material available on record.

The allotment of the shops by a Gaon Panchayat is regulated by the provisions contained in Rule 47 of the Assam Panchayat (Financial) Rules, 2002 which reads as follows,

“47. (1) Such markets or ferries or fisheries or pounds as are vested in or placed under the control and administrative of the Panchayat under Section 105, 106, 107, 108 and 109 of the Act shall be settled by inviting sealed tenders affixing court fee stamp for such amount as has been prevailing otherwise and earnest money not below two percent of the minimum bid-value for sale and settlement of the right to collect the authorised fees in respect of the markets or ferries or the fisheries and the pounds for a period coinciding with one Panchayats financial year.

Earnest money so received shall be entered in a Register in FORM No. 12 to the Schedule to these rules.

(2) Such tender notice shall be floated at least forty five days before the last day of Panchayat Financial year such tender notice shall state-

- (i) The name and location of each asset to be leased;*
- (ii) Condition for submission of tenders including the amount of security money for the purpose;*
- iii) Full details of the assets to be leased out;*
- (iv) The period for which the lease will be given;*
- (v) The last date of submission of tender;*
- (vi) Date, place and time of opening tenders.*

(3) Such tender notice shall be given wide publicity and copy thereof hanged on the Notice Board of the Deputy Commissioner, the Sub-Divisional Officer, the Public Works Department and the Offices of the Gaon Panchayat, Anchalik Panchayat and Zilla Parishads and be displayed in prominent places. A copy of the tender notice shall be endorsed to the State Government/Directorate of Panchayat & Rural Development, Assam.

(4) Such tender shall be submitted by the intending tenderer by Registered post or personally under sealed cover.

(5) The tender shall be opened, processed and settled by the Committee as provided in sub-section (1)(i) of Section 22 or sub- section (1)(a) of Section 52 or sub-section (a) of Section 81 of the Act, as the case may be.

The particulars of the tenderers or their authorised representatives shall be obtained in a sheet of papers while opening the tenders.

(6) The absence of a tenderer or his authorised representative shall not disqualify the bid any way.

(7) The Committee as under sub-section (1)(i) of Section 22 or sub-section(1)(a) of Section 52 or sub-section (1)(a) of Section 81 of the Act, as the

case may be the member present shall sign all papers in a tender and shall cause to prepare a comparative statement setting forth full details of the tenders and obtain dated signature of member on the comparative statement.

(8) The Committee refer to in sub-rule (7), shall record their opinion on each tender in the comparative statement duly signed and dated before it is submitted to the authority for acceptance.

(9) The case of any dispute, the matter shall be referred to the Government as under sub-section (4) of Section 105 or sub-section (4) of Section 104 or sub-section (4) of Section 109 of the Act, as the case may be.

(10) The tender of highest bidder shall be accepted. Acceptance of tender other than the highest bid shall require the "Government" prior and formal approval.

(11) On acceptance of the tender, the Panchayat concerned shall inform the selected tenderers concerned requiring the tenderers to submit within seven days from the date of issuing the acceptance letter to-

(i) Deposit with the Panchayat concerned not less than thirty percent of his quoted amount in his tender as security. The amount of security shall be recorded in the Register in FORM No.12 and accept a duty stamped lease in a Form as specified in Annexure-8 of the Schedule of these rules;

(ii) The Panchayat concerned shall provide the Form of lease and stamps papers at the concerned lessee's cost.

(12) If the tenderer referred to in sub-clauses (ii) fails either to deposit the required amount or to accept the lease within the stipulated period of seven days, the Panchayat concerned shall refer the matter to the Government whose decision in this regard, shall be final :

Provided that the lease shall not be issued before deposit of the required amount by the tenderer as referred to in sub-clause(i) of clause (11).

(13) Failure of the tenderer to comply with the condition set forth in sub-clause 11(i), (ii) shall result in forfeiture of his earnest money deposited in concerned Panchayat's Fund.

(14) When a lease becomes liable to be terminated consequent of the infringement by the lease of any of the terms the lease, the particular asset shall, without any delay, be leased out, subject to the provision to sub-rule (1)by inviting fresh tender in the manner prescribed in the preceding sub-rules. If the price fetched out at such a resale does not cover the balance of the rent payable by the defaulting lessee, the Panchayat concerned shall at once proceed to request the Deputy Commissioner or the Sub-Divisional Officer of the outlying Sub-Division, as the case may be, to make action for the recovery of the amount of these loss from the defaulting lessee or his surety, if any, as arrears of land revenue, unless the amount deposited under sub-rule (ii) above or revenue thereof, if any, is sufficient to cover the amount of loss.

(15) The amount deposited by the lessee under sub-rule (11) shall be held by the Panchayat concerned as security for the due payment of the rent and other sums payable by the lessee under the terms of his lease and on non-payment of such rent or othersums the Panchayat concerned shall appropriate the amount of deposit or so much of its as is necessary towards the realization of the said rent or other sums due from the lessee.

(16) The Panchayat concerned shall take steps to register every lease.

(17) Register in FORM No. 18 shall be maintained in respect of markets, Ferries, Fisheries and Ponds under the Panchayats Fee in Fishing Fisheries allotted to Panchayat.

.....”

13. Thus, it is clear that sale/settlement of market which would cover the shops in question, has to be done strictly in accordance with the mandatory requirements of Rule 47 of Assam Panchayat (Financial) Rules, 2002.

Rule 47(2) of the aforesaid Rules, 2002 specifically provides that tender

notice shall be floated at least 45 days before the last day of Panchayat financial year which shall contain various details mentioned in this clause. In addition to the hanging the tender notice on the notice board of the Gaon Panchayat, the same has to be given wide publicity by affixing a copy on the notice board of Deputy Commissioner, Sub-Divisional Officer, the Public Works Department and other prominent places.

The tenders are required to be received in a sealed envelope and have to be settled by the Committee as provided under Sections 22/52/81 of the Assam Panchayat Act, 1994.

14. In the present case, there is no dispute that the appellants herein were granted the leases in question without following the mandatory process prescribed under Rule 47 (supra) as, it is admitted that only a notice was put up on the notice board of the Gaon Panchayat rather than inviting sealed tenders. The tenure of the notice period is also not discernible from record.

15. Admittedly, the mandatory process stipulated in the abovementioned provisions of the Act and the Rules was not followed in the present case and hence, the leasing of the shops in question to the appellants/ petitioners was totally illegal. That apart, it is admitted that the lease deeds, heavily relied upon by the appellants' counsel, were issued by the President of the Gaon Panchayat in his own individual capacity and they do not have any sanctity in the eyes of law.

A proper and legal tender process has already been conducted and hence, the allotment of the shops has to be made as a consequence thereof.

The appellants herein, if at all feel aggrieved by the retention of their monies by the Panchayat/its the then President as the case may be, then they

will have to take recourse of the appropriate legal remedy for the refund thereof.

16. In the wake of the discussion made hereinabove, we are of the firm opinion that the impugned order dated 13.09.2022 passed by learned Single Bench in WP(C) No.5468/2019 and WP(C) No.5419/2020, does not suffer from any infirmity warranting interference therein. Hence, the writ appeal fails and is rejected, as being devoid of merit.

No order as to costs.

JUDGE

CHIEF JUSTICE

Comparing Assistant