



2024:UHC:8159-DB

SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGES'S ORDERS
	06.11.2024		WPMB No. 519 of 2024 <u>Hon'ble Manoj Kumar Tiwari, A.C.J.</u> <u>Hon'ble Vivek Bharti Sharma, J.</u> 1. Mr. Avtar Singh Rawat, learned Senior Counsel assisted by Mr. Jitendra Chaudhary, learned counsel for petitioner. 2. Mr. Alok Mahra, learned counsel for respondent nos. 1 & 2. 3. By means of this Writ Petition, petitioner has sought the following reliefs : <i>“(i) Issue a writ, order or direction in the nature of certiorari, calling for the original record and pleased to quash the impugned advertisement dated 27/08/2023 (Annexure-3) issued by the respondent no. 1 including its entire tender proceedings in toto as well as further be pleased to quash another impugned letter dated 23/02/2024 (Annexure-5) issued by the respondent no.1 to the petitioner for showing intention to vacate the existing office premises belongs to the petitioner in midway of the leased deed dated 29/01/2019.</i> <i>(ii) Issue a writ order or direction in the nature of mandamus, directing and commanding the respondents to the extent that they shall revoke the entire tender proceedings in initiated in pursuant to the impugned advertisement dated 27/08/2023 (Annexure-3) issued by the respondent no. 1 and direct the respondent no.1 & 2 not to shift its existing branch office from present place which belongs to the petitioner in complete violation of the leased deed dated 29/01/2019.</i> <i>(iii) Issue any other writ, order or direction which this Hon'ble Court may deem fit and proper in the facts and circumstance of the case.</i> <i>(iv) Award cost to the petitioner.”</i> 4. According to petitioner, Life Insurance Corporation of India Ltd. had taken its premises on lease for a period of nine years, effective from 01.12.2018. The term of the lease is subsisting till 30.11.2027. The grievance raised by petitioner is that, during currency of the lease, Life Insurance



		Corporation of India Ltd. invited applications for taking another premises on lease in Kotdwar town, without even determining the lease, and now they have accepted the application submitted by respondent no.3. According to petitioner, the premises belonging to respondent no. 3 do not meet the requirement of the Notice Inviting Tender, therefore, respondent-Life Insurance Corporation of India Ltd. be restrained from taking the premises belonging to respondent no. 3 on lease. 5. Learned counsel for respondent-Life Insurance Corporation of India Ltd. submits that the present Writ Petition is not maintainable, as a landlord-tenant dispute cannot be decided in a public law remedy of a Writ Petition. He further submits that his client has exercised the powers available to it under Clause 21 of the Lease Deed, and it has terminated the tenancy by issuing a notice on 23.02.2024, which was served on petitioner on 01.03.2024. He further submits that the Writ Petition is an abuse of the process of law, inasmuch as, petitioner is seeking an injunction restraining Life Insurance Corporation of India Ltd. from shifting its premises. He submits that, presently, the office of Life Insurance Corporation of India Ltd. is running in the building owned by petitioner, and petitioner does not want the office to be shifted to some other place. 6. We find substance in the submission made by learned counsel for Life Insurance Corporation of India Ltd. A landlord-tenant dispute cannot be decided in a Writ Petition. Even otherwise also, upon determination of tenancy by the tenant, as per conditions of the
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Lease Deed, the tenant is free to move to some other premises. The issues raised by petitioner, for challenging the process for taking the premises on lease, cannot be gone into a public law remedy under Article 226 of the Constitution of India.

7. Thus, we do not find any reason to entertain this Writ Petition. The Writ Petition fails, and is, accordingly, dismissed.

8. Pending application(s), if any, also stand disposed of.

(Vivek Bharti Sharma, J.)

06.11.2024

(Manoj Kumar Tiwari, A.C.J.)

06.11.2024

Rahul

Digitally signed by RAHUL PRAJAPATI
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PRAJAPATI
Date: 2024.11.08 17:56:53 +0530