

HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition (M/S) No. 3601 of 2025

Joginder Dass Mahant

...Petitioner

Versus

Chairman, Indian Oil Corporation Limited and others

....Respondents

Present:

Mr. Bhuvnesh Joshi, Advocate for the petitioner.

Mr. V.K. Kohli, Senior Advocate assisted by Mr. I.P. Kohli,
Advocate for the respondent nos. 1, 2 and 3.

Hon'ble Ravindra Maithani, J.(Oral)

By means of the instant petition, the petitioner seeks the following reliefs:-

- (i) To issue a writ, order or direction in the nature of certiorari by quashing and setting aside the impugned reply notice dated 23.05.2025 issued by respondent no. 1, 2 and 3 whereby they have blatantly refused to vacate the land of the petitioner given to respondent no. 1, 2 and 3 by way of a lease for a period of 09.02.2000 to 28.02.2025 situated at Khasra No. 38/2, located at Bahadarabad on Bahadarabad Roorkee Road, Bahadarabad, Tehsil and District Haridwar.
- (ii) To issue a writ, order or direction in the nature of mandamus commanding and directing respondents no. 1 to 7 to vacate the premises of petitioner situated at Khasra No. 38/2, located at Bahadarabad on Bahadarabad Roorkee Road, Bahadarabad, Tehsil and District Haridwar by giving a peaceful possession of said land to the petitioner preferably within a period of 30 days from the order passed by this Hon'ble High Court.
- (iii) To issue a writ, order or direction in the nature of mandamus commanding and directing respondents no. 1 to 7 to decide the representation given to them by the petitioner preferably within a period of 30 days from the order passed by this Hon'ble High Court.

- (iv) Issue any other order or direction which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.
- (v) Award the cost of the petition to the petitioner."

2. It is the case of the petitioner that he had granted lease of his land to the respondent no. 1/Indian Oil Corporation Limited and a lease deed was executed, which has now expired. It is the case of the petitioner that the respondent nos. 1, 2 & 3 are legally bound to vacate the land given to them on lease and to handover the peaceful possession of it to the petitioner, but they have failed to do so. The petitioner further writes that by virtue of Section 111(a) of the Transfer of Property Act, 1882 ("the Act"), a lease is determined by the efflux of time and according to Section 108(q) of the Act, a lessee is bound to return the peaceful possession of the land, but it is not being done. The petitioner has given various notices, but the respondents did not vacate the land given to them on lease.

3. Heard learned counsel for the parties and perused the record.

4. At the very outset, the Court wanted to know from the learned counsel for the petitioner as to how a writ petition can be entertained for vacating a premises given on lease?

5. Learned counsel for the petitioner submits that the representation has been given by the petitioner to the respondent nos. 1, 2 & 3; they may be directed to decide the representation.

6. The petitioner claims possession of land, which was given on lease. It is a private law remedy. In a writ petition, such aspects

may not be examined. Therefore, the writ petition may not be entertained for the reliefs sought for. Accordingly, the writ petition deserves to be dismissed.

7. The writ petition is dismissed.

(Ravindra Maithani, J.)
30.12.2025

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