



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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CWP-10445-2016**Date of decision : 14.07.2026****Jaspal Singh (Deceased) through LRs.****..... Petitioner****versus****Zila Parishad, Patiala and others****..... Respondents****CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Anupam Singla, Advocate
for the petitioner.

Mr. Sukhjinder Singh, Advocate
for respondent No.1.

Mr. Amit Shukla, DAG, Punjab.

PANKAJ JAIN, J. (Oral)

1. By way of present writ petition, the petitioner has assailed the order dated 30.04.2015 passed by respondent No. 2 and that dated 16.03.2016 passed by respondent No.3, whereby the petitioner has been ordered to be evicted from shop No. 32 situated in Zila Parishad Market, Patiala.

2. The petitioner was inducted as a lessee by way of lease deed Annexure P-2 with effect from 6.11.2007 till 05.11.2012 at a monthly rent of Rs.548/-. The lease deed had a renewal clause which reads as under:-

“4. The lease shall be for a period of five year from the date of the grant of the lease and shall be terminable at any time by the lessor by giving one month's advance notice in writing to the lease and it shall be terminable immediately without notice by the lessor under clause 1 (c) thereof. The



lease hereby granted shall be renewable with increase of 5% in the rent annually and upon such other terms and conditions as the Chief Executive Officer, Zila Parishad Patiala may decide.”

3. Lease deed was not renewed by Zila Parishad. Proceedings were initiated against the petitioner under the Punjab Public Premises and Land (Eviction and Rent Recovery) Act, 1973. By way of impugned orders, the petitioner has been ordered to be evicted. At the time of issuance of notice of motion on 25.05.2016, this Court passed the following order:-

“Notice of motion for 02.08.2016.

Dispossession of the petitioner from the shop in question shall remain stayed, subject to deposit of ₹2 lacs by the petitioner with the Registry of this Court within 15 days from today.”

4. During the pendency of the present writ petition, petitioner has unfortunately died. He is survived by his widow and a child. The legal heirs of the petitioner do not want to retain the shop and have handed over the possession back on 20.11.2024.

5. Counsel for the petitioner submits that the legal heirs of the petitioner are ready to pay the rent as per the renewal clause reproduced herein above.

6. In view of the above, the present writ petition is disposed off with the modification in the impugned orders to the extent that the petitioner shall be liable to pay annual rent @ Rs.548/- along with annual increase of 5% w.e.f. 6.11.2012 till 06.12.2024. The amount deposited with this Court be remitted to the Chief Executive Officer, Zila Parishad, Patiala forthwith. He shall calculate the amount due from the petitioner after taking into consideration the rent already paid (if



any). The residual amount out of Rs.2 lac deposited with this Court shall be disbursed to the widow of the petitioner. During the interregnum, while exercise is being carried out, the amount remitted from High Court shall be deposited by the CEO, Zila Parishad in fixed deposit. Necessary exercise be carried out within a period of 08 weeks from today.

7. Disposed off, accordingly. Copy of the order be served on Registrar General, Punjab and Haryana High Court for immediate remittance of the amount to CEO Zila Parishad, Patiala.

(PANKAJ JAIN)
JUDGE

14.07.2026
Dinesh

Whether speaking/reasoned :	Yes
Whether Reportable :	No