



2026:UHC:2577-DB

HIGH COURT OF UTTARAKHAND AT NAINITAL
HON'BLE THE CHIEF JUSTICE MR. MANOJ KUMAR GUPTA
AND
HON'BLE SRI JUSTICE SUBHASH UPADHYAY
09TH APRIL, 2026
WRIT PETITION (M/B) NO. 100 OF 2026

Yogesh Prasad

.....Petitioner.

Versus

Uttarakhand State Cooperative Federation Ltd. &
another Respondents.

Counsel for the Petitioner : Mr. Vipul Sharma, learned counsel.
Counsel for the State : Mr. Amarendra Pratap Singh, learned
Additional Advocate General with Mr.
B.P.S. Mer, learned Standing Counsel.
Counsel for Respondent No.1 : Mr. Lalit Samant, learned counsel.

JUDGMENT : (per Mr. Manoj Kumar Gupta, C.J.)

1. The present writ petition has been filed praying for quashing of the tender notice dated 28.01.2026 to the extent it relates to godown No.ICF B-5026 and for a further direction to the respondents to regularize the lease of the petitioner in respect of the said godown.

2. The petitioner claimed that he was occupying the godown on basis of lease agreement dated 30.08.2006 in his favour and the lease was of 30 years. The respondents, without terminating the lease, have invited tenders for fresh lease.

3. On 12.03.2026, the following order was passed:-

"1. Mr. D.S. Patni, learned Senior Counsel assisted by Mr. Dharmendra Barthwal, learned counsel for the petitioner.



2. Mr. Lalit Samant, learned counsel for respondent no.1.

3. Mr. Yogesh Chandra Tiwari, learned Standing Counsel for the State-respondent no.2.

4. The present writ petition has been filed praying for quashing of a tender notice dated 28.01.2026 by which respondent no.1 invited tenders for auction of all its warehouses and godowns to a single entity. The petitioner was lessee of godown no.UCFD-5029 capacity 1000 metric ton and apprehending that he would be displaced as a result of the new arrangement, the present petition has been filed.

5. In support of his case, the petitioner has relied on a lease deed annexed as Annexure-2 to the writ petition.

6. Mr. D.S. Patni, learned Senior Counsel appearing for the petitioner placed heavy reliance on Clause 1 of the lease deed, which as per copy of the lease deed filed along with the writ petition, is as follows:-

“(1) यह कि प्रथम पक्ष उत्तराखण्ड राज्य सहकारी संघ लि० देहरादून (यू० सी०एफ०) द्वारा अपने रोजिन फैक्ट्री बरेली रोड हल्द्वानी स्थित गोदाम संख्या बी 5026 क्षमता 1000 (एक हजार) मै० टन मध्ये 500 (पाँच सौ) मैटन क्षमता का गोदाम 30 वर्ष (तीस वर्ष) हेतु 9500/- (नौ हजार पाँच सौ रु० मात्र) रु० प्रति माह किराए पर दिया जाता है।”

7. The submission of learned counsel for the petitioner is duly recorded in our previous order dated 18.02.2026, which is as follows:-

“4. The contention of learned Senior Counsel appearing for the petitioner is that the tenancy agreement between the parties dated 30.08.2026 was for a period of thirty years and without determining the tenancy, the respondent – Cooperative Society is intending to execute lease in favour of the successful tenderer.”

8. On matter being taken up today, learned counsel appearing on behalf of respondent no.1 has placed for our perusal a colored photostat copy of the original lease deed, wherein clause 1 is as follows:-

“(1) यह कि प्रथम पक्ष उत्तराखण्ड राज्य सहकारी संघ लि० देहरादून (यू० सी०एफ०) द्वारा अपने रोजिन फैक्ट्री बरेली रोड हल्द्वानी स्थित गोदाम संख्या बी 5026 क्षमता 1000 (एक हजार) मै० टन मध्ये 500 (पाँच सौ) मैटन क्षमता का गोदाम 3 वर्ष (तीन वर्ष) हेतु 9500/- (नौ हजार पाँच सौ रु० मात्र) रु० प्रति माह किराए पर दिया जाता है।”

9. It is clear from the photostat of the original lease deed that lease was granted on 30.08.2006 for a period of three years only and not 30 years. Evidently, the petitioner has made manipulation in the copy of the lease deed that he annexed with the writ petition and on basis of same, wholly incorrect plea has been raised in the writ petition that the lease was for 30 years and the same has been subsisting and the respondents without determining the lease were not justified in issuing the impugned advertisement.

10. The photostat copy of the original lease deed supplied by learned counsel for respondent no.1 is taken on record. Learned counsel for respondent no.1 shall retain the original lease deed, which was shown to us during the course of hearing and, on comparison with which we found that photostat copy of the lease deed, as brought on record, is



an interpolated document.

10. *We find that in clause 4 also, there is certain interpolation as compared with the photostat copy of the original lease deed.*

11. *Prima facie, we are of the opinion that the petitioner has placed reliance on fake and manipulated documents to obtain relief from this Court by misleading it and which apart from perjury also amounts to interference in the course of administration of justice.*

12. *Let notice be issued to Yogesh Prasad, the petitioner, seeking his explanation as to why proceedings for perjury and criminal contempt be not initiated against him. Show cause shall be given within two weeks.*

13. *List on 27.03.2026."*

4. The petitioner, in compliance of the said order, filed an application (IA No.02 of 2026) praying for withdrawal of the writ petition. In the affidavit filed along with the said application, the petitioner also sought to tender apology and accepted that the lease deed filed along with the writ petition was not a correct copy of the original lease.

5. Learned counsel for the petitioner, relying on the said affidavit, prayed for permission to withdraw the writ petition and for dropping the notice issued to the petitioner for perjury and criminal contempt. However, after going through the said affidavit, we found that the apology tendered, though stated to be unconditional, was not, in fact, an unconditional apology, but was subject to various riders and also effort was made to justify the action in filing the incorrect copy of the lease.



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6. Learned counsel for the petitioner has withdrawn the said application and has filed another application (IA No.03 of 2026) supported by fresh affidavit of the petitioner.

7. We have gone through the affidavit and find that the petitioner is a diagnosed patient of *carcinoma of buccal mucosa* (oral cancer) and had undergone a major and invasive surgical procedure. He has also tendered unconditional apology.

8. Taking a lenient view, the notice for perjury and criminal contempt is, hereby, discharged.

9. Withdrawal Application (IA No.03 of 2026) is allowed.

10. The writ petition is dismissed as withdrawn.

11. Pending application, if any, also stands disposed of.

MANOJ KUMAR GUPTA, C.J.

SUBHASH UPADHYAY, J.

Dated: 09th April, 2026

NISHANT

NISHANT
KUMAR