

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 1137 of 2015

1. Smt. Kamaljeet Kaur W/o Late Shri Sawant Singh Gill, Aged About 51 years, Resident Of Proprietor Of M/s Mahendra Travels, Heera Arcade, Shop No. 52, New Bus Stand, Pandari, Police Station -Pandri. District - Raipur (Chhattisgarh)

---- Petitioner

Versus

1. State Of Chhattisgarh Through The Secretary, Department Of Commerce And Industries, Mantralaya Mahanadi Bhawan, Naya Raipur, District Raipur (Chhattisgarh)
2. Managing Director, Chhattisgarh Infrastructure Development Corporation Limited, Shastri Chowk, Raipur (Chhattisgarh)
3. Regional Director, Chhattisgarh Infrastructure Development Corporation Limited, (Transport Department), Regional Office, Amanaka, Raipur (Chhattisgarh)

---- Respondents

For Petitioner:	Shri Sunil Otwani, Advocate
For Respondent No.1:	Shri Arun Sao, Dy. AG
For Respondents No. 2&3:	Shri Ashish Shrivastava, Advocate

Hon'ble Shri Justice Pritinker Diwaker

Order On Board

13/08/2015

Challenge in this petition is to the notice dated 23.6.2015 (Annexure P-1) issued by the Divisional Manager cancelling the lease granted to the petitioner on 21.6.2012 and directing her to hand over the possession of the land on lease. Petitioner has also challenged the letter dated 19.6.2015 (Annexure P-5) issued by the Managing Director (respondent No.2 herein) directing the Divisional Manager to get the premises vacated in view of

clause 19 and 21 of the lease agreement.

2. Counsel for respondents 2 and 3 on instructions submits that the respondents No. 2 and 3 do not wish to file reply in the case and therefore the matter can be disposed of even in absence of the reply. He submits that while issuing notice dated 23.6.2015 provisions of clause 21 of the lease agreement were not followed and therefore the appropriate order can be passed.

3. Considering the fair submissions made on behalf of respondents 2 and 3 that before issuing the notice dated 23.6.2015 (Annexure P-1) clause 21 of the lease agreement was not followed, notice dated 23.6.2015 is hereby quashed. As a consequence of quashment of notice dated 23.6.2015 (Annexure P-1) there is no need for this Court to pass any order in respect of letter dated 19.6.2015 (Annexure P-5).

4. At this stage, counsel for the petitioner submits that in the writ petition the petitioner has taken many other grounds and therefore liberty may be given to the petitioner to raise all those grounds at the time when any such eventuality arises. He submits that a direction may be given to respondents 2 and 3 to the effect that in case they wish to evict the petitioner, they would proceed in accordance with the law of land.

5. Without expressing any opinion on the merit aspect of the case the petition is allowed with the liberty prayed for. The parties would be further at liberty to act in accordance with law.

Sd/-

(Pritinker Diwaker)
Judge