

**COCP No.1379 of 2015**

KUMAR MANOJ  
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I attest to the accuracy and  
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**IN THE HIGH COURT FOR THE STATES OF PUNJAB AND  
HARYANA AT CHANDIGARH**

**COCP No.1379 of 2015**

**Date of Order: 19.11.2015**

DAV College Trust and Management Society

....Petitioner

Versus

A. Vainu Parsad and Ors.

....Respondents

**CORAM: HON'BLE MR. JUSTICE RAKESH KUMAR JAIN**

Present: Mr. S.D. Sharma, Sr. Advocate with  
Mr. Anupam Sharma, Advocate for the petitioner.

Mr. V. Ramswaroop, Addl.A.G, Punjab.

**RAKESH KUMAR JAIN, J (ORAL)**

The writ petition filed by the petitioner was disposed of in view of an agreement entered into between the parties, namely, the petitioner and the Gram Panchayat in which clause No.3 reads as under:

*“The School Managing Committee will pay Rs.20,000/- per acre per year as lease money which may be increased by 10% every three years upto a maximum lease money of Rs.50,000/- per acre in the coming years.”*

The operative part of the order dated 10.4.2013 passed by a Division Bench of this Court reads as under:

*“In view of agreement between the parties, the writ petition is disposed of by directing the Gram Panchayat to pass a resolution in accordance with*

*the agreement, within one month. The resolution, so passed, be forwarded to the appropriate authority for approval, within 15 days, thereafter. The appropriate authority shall after due consideration of the resolution, pass appropriate orders in accordance with law within two months thereafter.*

Undisputedly, the Gram Panchayat, which was a party to the agreement passed a resolution within the prescribed time but the appropriate Authority has not granted the approval to condition No.3 of the agreement, hence the present petition has been filed alleging that the respondents have committed contempt of this Court by violating clause No.3 of the agreement, which is made part of order dated 10.4.2013.

After notice, the respondent filed reply with the following averments:

*“In compliance of the above mentioned orders, Divisional Deputy Director, Rural Development and Panchayat Patiala vide his letter No.3183, dated 03.09.2013 had sent the proposal as per the resolution dated 24.05.2013 of Gram Panchayat Chanarthal Khurd in which to give the total land measuring 28 Kanal 2 Marla on lease for 33 years to D.A.V College Trust and Managing Society. As per this resolution, Managing Committee increase 10% in the lease after every 3 years in Rs.20,000/- per Acre and the maximum amount of lease shall be upto Rs.50,000/- per year. After perusing the proposal, the department vide letter No.5/09/2008/29029 dated 13.09.2013 had written to District Development and Panchayat Officer,*

*Fatehgarh Sahibthat, the other land of the village which is giving on lease for Agriculture purpose, from the same how much average income per acre is getting? And when the lease shall be started? And earlier up to what date the earlier lease has been paid to Panchayat. The District Development and Panchayat Officer, Fatehgarh Sahib vide his letter No.435, dated 03.10.2013 has sent the report dated 25.09.2013 of Block Development and Panchayat Officer, Sirhind. The Block Development and Panchayat Officer, Sirhind in his report has mentioned that the other land of the village which gave on lease for agriculture purposes, from the same average income is Rs.22826/- per acre, this lease starting from 01.04.2013 and D.A.V College Trust and Management Society has already paid this lease to the Gram Panchayat upto 31.03.2013. The Department vide letter dated 19.06.2014 had written to Divisional Deputy Director, Rural Development and Panchayat, Patiala to complete the case in all respect as per new lease policy. Because the orders passed by the Hon'ble High Court in Civil Writ Petition No.5837 of 2012 were not complied with in time, D.A.V College Trust and Management Society has filed C.O.C.P No.1379 of 2015 in the Hon'ble High Court. The proposal received vide letter No.03.09.2013 of Divisional Deputy Director, Rural Development and Panchayat, Patiala has been re-perused. As per Section 6 (3) of The Punjab Village Common Lands (Regulation) Act, 1964, the Panchayat had to give its land for 33 years through open auction. The Department vide letter dated 15.09.2015 had written to District Development and Panchayat*

*Officer, Fatehgarh Sahib that it may be enquired from D.A.V College Trust and Management Society that in case they are ready to take the land on lease as per present rate of lease in the area is existing (at the rate of 10% increase every after 3 years in lease), then they re-submit application, thereafter, Gram Panchayat may put resolution and the rate may be fixed by the District Price Fixation Committee, so that for giving land on lease could be considered. District Development and Panchayat Officer, Fatehgarh Sahib vide his letter dated 21.09.2015 has informed that he had called D.A.V Public School Chanarthal Khurd in his office and consulted with him in regard to give the shamlat land on lease for 33 years to the school, for fixing the contract rate. In which the Principal of D.A.V Public School Chanarthal Khurd vide its letter No.139, dated 17.09.2015 has informed that as per the orders of Hon'ble High Court mentioned in Civil Writ Petition No.5837 of 2012 and as per the agreement between Gram Panchayat Chanarthal Khurd and D.A.V Public School Chanarthal Khurd, they are ready to take the land only at the rate of Rs.20,000/- per Acre.*

*Because the case regarding giving the shamlat land of Gram Panchayat Chanarthal Khurd, Block Sirhind, District Fatehgarh Sahib to D.A.V Public School Chanarthal Khurd is not complete as per the new lease policy and because D.A.V Public School Chanarthal Khurd is not ready to give the lease of the land more than Rs.20,000/-, the Gram Panchayat would suffer financial loss, because the present rate of land is from Rs.40,000/- to Rs.50,000/-, therefore, the proposal is hereby*

*consigned to record room.”*

I have heard learned counsel for the parties and after examining the record, am of the considered view that there is no contempt committed by the petitioner as the Division Bench had passed the order that the resolution so passed by the Gram Panchayat shall be subject to the approval by the Government and the appropriate Authority did not agree with the agreement, which was entered into between the Gram Panchayat and the petitioner.

At this stage, learned counsel for the petitioner submits that on the one hand, clause No.3 of the agreement is not being followed and on the other hand the benefits arising out of the said agreement is being taken by the Gram Panchayat. Thus, he prays that he may be allowed to file appropriate application in the said writ petition in which order was passed.

Be that as it may, the petitioner is always entitled to file application in accordance with law but so far as the present petition is concerned, no contempt is made out.

Rule is discharged. Petition is dismissed.

**November 19, 2015**  
**manoj**

**(RAKESH KUMAR JAIN)**  
**JUDGE**