

CWP No.19547 of 2014

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

CWP No.19547 of 2014

Date of Decision: July 31, 2015

Jaspal Singh

...Petitioner

Versus

Union of India & others

...Respondents

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Mohit Jaggi, Advocate
for the petitioner.

Mr. R.S. Malik, Advocate
for respondent No.1.

Mr. Raman Sharma, Advocate
for respondent No.2.

Ms. P.K. Shekhon, Addl. A.G., Punjab
for respondents No.3 and 4.

Mr. Anil Kumar Lamdharia, Advocate
for respondent No.5.

AUGUSTINE GEORGE MASIH, J. (Oral):

Short counter affidavit on behalf of respondent No.1 filed
in Court, taken on record, copy supplied to the counsel for the
petitioner.

Petitioner has approached this Court for setting aside the
order dated 26.09.2007 (Annexure P-5) vide which Letter of Intent
issued to the petitioner for setting up a retail outlet dealership, stands
cancelled on the ground that the petitioner failed to submit proof of
acceptance of the resignation from the post of Development Officer

as he was working with Oriental Insurance Company Limited, which was a condition imposed in the Letter of Intent dated 09.07.2004 (Annexure P-2/A).

Petitioner applied for allotment of the retail outlet dealership at village Bhaddal, District Ropar, Punjab, under open category referred to above. In pursuance thereto, petitioner was issued a Letter of Intent dated 09.07.2004 (Annexure P-2/A). The retail outlet dealership was to be made operational within four months from the date of letter under Clause 'b'. Clause 'c' dealt with the steps to be taken within the above mentioned time of 4 months for making the outlet dealership operational. Sub-clause 'vi' is relevant for the purpose of the present case, which reads as follows:-

“vi. You will be required to resign from the job, if employed, and submit the proof of the acceptance thereof, prior to issue of appointment letter as dealer.”

Petitioner admittedly failed to resign from the post of the Development Officer in the Oriental Insurance Company Limited and therefore, an order dated 26.09.2007 (Annexure P-5) was passed cancelling the Letter of Intent issued in his favour.

Petitioner challenged the allotment of the retail outlet in favour of respondent No.5 who was subsequently allotted the outlet dealership and sought restraint order qua respondent No.5 and further for declaration to the effect that he is entitled to run the said retail outlet. The said suit was dismissed vide judgment dated

18.12.2014 (Annexure R-2/1) by the Additional Civil Judge (Senior Division), Rupnagar. The said order has not been challenged by the petitioner. Thereafter, he filed the present writ petition challenging the order dated 26.09.2007 (Annexure P-5), whereby, his Letter of Intent dated 09.07.2004 (Annexure P-2/A) stood cancelled.

Mere reference to the order dated 26.09.2007 clearly indicates that the present writ petition which has been filed on 15.09.2014, is after a gap of a few days short of seven years. There is no explanation for delay in approaching this Court except that he had filed a civil suit for declaration before the Additional Civil Judge (Senior Division), Rupnagar, which was instituted on 22.04.2009, which, unfortunately was dismissed as has been referred to above.

An additional submission which has been made by the counsel for the petitioner is that the lease-deed on which the retail outlet was being run, was run by respondent No.5, was for a period of 15 years with renewal option of period of 15 years and therefore, the petitioner could have run the said outlet.

The explanation of the petitioner and the additional submission of the counsel for the petitioner, cannot be accepted as that was a situation, if he would have succeeded in the challenge to the order dated 26.09.2007. The petitioner should have, at the very outset, when the cancellation order was passed, challenged the said order or at least within a reasonable time. He did prefer a suit for declaration on 22.04.2009 but there also, he did not challenge the

cancellation order but had only sought a declaration for running the retail outlet and for retraining respondent No.5 from doing so which unfortunately also was not accepted by the Civil Court and the suit was dismissed. This judgment has attained finality.

Petitioner, admittedly, did not resign from the post of Development Officer from the Oriental Insurance Company Limited and continued in service and retired from the said post. He failed to fulfill the condition as laid down in Clause 'c' 'vi' of the Letter of Intent dated 09.07.2004 (Annexure P-2/A) as reproduced above, which required him to resign from the job and submit proof of its acceptance within 4 months from the date of issuance of the Letter of Intent. The order impugned dated 26.09.2007 (Annexure P-5) is fully justified.

As regards the lease aspect which has been pointed out by the counsel for the petitioner, the same also would not confer any right upon the petitioner as the very basis for which the lease was entered into, did not exist qua the petitioner.

Counsel for the respondent-Corporation has pointed out that the lease which was entered into between the petitioner and the Corporation, has no connection with regard to the allotment or running of the dealership. The lease-deed is an independent contract entered into between the petitioner and the Corporation for which the petitioner is being compensated as per the lease agreement and therefore, this ground also cannot be sustained. This

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contention of the counsel for the Corporation is meritorious and therefore, accepted.

In view of the inordinate delay on the part of the petitioner in approaching this Court, the present writ petition stands dismissed on the question of delay and laches, as also on merits of the case, as discussed above.

July 31, 2015
Harish

(AUGUSTINE GEORGE MASIH)
JUDGE