

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

DATE OF DECISION: APRIL 10, 2015

P.S.Sawhney

.....Petitioner

VERSUS

Chandigarh Administration, Chandigarh

....Respondents

CORAM:- HON'BLE MR.JUSTICE AUGUSTINE GEORGE MASIH

1. Whether Reporters of local papers may be allowed to see the judgement?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

Present: Petitioner in person.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Petitioner, who appears in person, has filed this writ petition with a prayer to direct the respondents to transfer the ownership of half acre of land situated in the Campus of Chandigarh College of Engineering and Technology, Sector 26, Chandigarh in his favour.

Petitioner asserts that in the year 1977, he was selected as Head of the Department in the Central Polytechnic, Chandigarh (now Chandigarh College of Engineering and Technology) by the Union Public Service Commission. Prior thereto, he had been working as a Lecturer in Civil Engineering at Government Polytechnic, Nanded in Maharashtra, where he

got an unique opportunity of supervising the construction of Shikarghat Bridge on river Godavari, which was built by voluntary social service and donations. Petitioner is a Post Graduate in Structural Engineering from Roorkee University and has done research work in the field of construction technology. He is also an author of various books and has delivered expert lectures of Civil Engineering on different subjects at National and International level. He had been representing the College on different occasions in India and abroad.

In the year 1978, when the petitioner was Head of the Department (Civil) in the Central Polytechnic, Chandigarh, he submitted and offered his services for the construction activities to the Union Territory, Chandigarh, as a Consultant for the problems in the construction technology. He had submitted a requirement of half an acre of land to carry out his research activities in construction technology and offered that the results of his research may be treated as property of the Chandigarh Administration. This primarily related to the research in the field of low cost housing. This request of the petitioner was forwarded with recommendation by the Principal, Central Polytechnic, Chandigarh to the Director of Technical Education, Union Territory, Chandigarh vide memo dated 19.10.1978. Thereafter, the Director, Technical Education, Union Territory, Chandigarh, recommended the request of the petitioner to the Home Secretary, Chandigarh Administration vide communication dated 21.11.1978. However, no decision thereon was taken either rejecting or accepting the said recommendation. This is apparent from the representation dated 20.10.2014 (Annexure P-26) addressed to the Home Secretary, Chandigarh as also representation dated 01.12.2014 (Annexure P-27)

submitted to the Administrator, Union Territory, Chandigarh.

Petitioner has also asserted that the respondent-Department has utilised his designs and the results of the research conducted by him, in support of which, reliance has been placed upon the letter dated 06.03.1990 (Annexure P-11) addressed to him by the office of the Chief Engineer, Chandigarh Administration. As per the petitioner, he has not been compensated for the utilization of his research work.

Relying upon above documents/communications, the petitioner has submitted that there is an implied contract entered into between the petitioner and the respondents for allotment of a piece of half acre of land within Chandigarh, especially when the respondents have made use of the result of research work as conducted by him, as has been admitted by them in their communication dated 06.03.1990 (Annexure P-11). He further contends that a lawful relationship has arisen not because something is done alone but because it has been accepted and the petitioner had permitted the use of his research work on the assurance that he would be allotted a piece of half acre of land as per the communications dated 19.10.1978 and 21.11.1978. In support of his contention, he placed reliance on the judgement of Hon'ble Supreme Court reported as State of West Bengal Vs. B.K.Mondal and Sons, AIR 1962 Supreme Court 779.

On hearing the submissions made by the petitioner and on going through the records of the case, this Court is prima-facie of the opinion that there is no subsisting contract between the petitioner and the competent authority i.e. the Chandigarh Administration. The documents, on which reliance has been placed by the petitioner i.e. Letters/recommendations dated 19.10.1978 and 21.11.1978, do not indicate

such an assurance having been given to the petitioner, what to say of existence of a valid agreement. An offer has been made by the petitioner, which has not been accepted till date and there is no document on record to suggest such acceptance. In the absence of having accepted the offer made by the petitioner by the respondents, especially the competent authority, the assertion of the petitioner that there is a valid subsisting contract between the petitioner and the respondents cannot be accepted.

As regards the claim of the petitioner to the effect that he has not been compensated for utilizing his services, expertise and research work, the same cannot be gone into in the present petition under Article 226 of the Constitution of India, as this would require evidence to be led by the petitioner as to when and where and which research service, expertise and research work has been used by the respondent-Administration and to what extent he should or should not be compensated. Nothing has been mentioned in the present writ petition.

The judgement on which reliance has been placed by the petitioner i.e. B.K.Mondal's case (supra) was one where a suit has been filed by the respondents against the State of West Bengal, claiming a specified sum for the work done by it for the State. There was a subsisting contract between the parties and the work had also been completed, which could be identified and specified. On the basis of the pleadings and the evidence led by the parties, the suit was allowed. Against this an appeal was preferred, which was dismissed. However, present is not a case of the same nature and, therefore, distinguishable both on facts and law as there is no subsisting contract between the parties as has been observed above on the basis of the pleadings and the documents on record.

It may be added here that a public property (a half acre land in an Engineering College in this case) cannot be transferred to a private person (petitioner herein) on the mere *ipsi-dixit* of the petitioner in the absence of any legal right.

In view of the above, the present writ petition is disposed of with liberty to the petitioner to avail of his alternative remedy in accordance with law.

April 10, 2015
khurmi

(AUGUSTINE GEORGE MASIH)
JUDGE