

In the High Court of Punjab and Haryana at Chandigarh

CR No.7317 of 2015 (O&M)

Date of decision: February 18, 2016

Bahadur Singh

..... Appellant

Versus

M/s Welspun Projects Ltd. and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. S.D. Sharma, Senior Advocate with
Mr. Sanjeev Pandit, Advocate
for the petitioner(in CR Nos.7317 and 8484 of 2015)

Mr.Amit Jain, Advocate
for the petitioner (in CR Nos.7380&7381 of 2015)

Mr. Kawaljyot Singh, Advocate for the petitioner
(in CR No.8628 of 2015)

Mr. Aashish Chopra, Advocate for respondents No.1 and 2
(in CR No.7317 of 2015);
for respondent No.2
(in CR No.7380 and 7381 of 2015);
for respondents No.3 and 4
(in CR No.8484 of 2015),
for respondent No.1
(in CR No.8628 of 2015)

Mr. Vikas Chatrath, Advocate for the respondent-PUNBUS
(in all cases)

AMIT RAWAL, J. (Oral)

This order of mine shall dispose of five Civil Revision petitions Nos.7317,7380,7381, 8484 and 8628 of 2015 as common question of law and fact is involved.

Mr. S.D. Sharma, learned Senior counsel assisted by Mr. Sanjeev Pandit and Mr. Amit Jain and Mr. Kawaljyot Singh learned counsel appearing for the petitioners submit that occasion to file the Civil Suit arose as the status of the petitioners after the expiry of the license period with the concessionaire is of a tenant. The trial Court declined injunction application, which was assailed by filing of misc. appeal. In these circumstances, revision petition has been filed. Even otherwise, the petitioners cannot be dis-posessed except in due course of law. Since this Court in its order dated 01.12.2015 passed in CR No.7950 of 2015 gave liberty to the respondents to initiate action in accordance with law as per provisions of Punjab Public Premises and Land (Eviction and Rent) Recovery Act, 1973 (for short 'the Act'). It is submitted that as per jurisdiction of the competent authority right to take the plea of tenancy would not be available and thus predicament of the petitioners is that they shall be precluded from raising plea viz-a-viz relationship of landlord and tenant.

Mr. Vikas Chatrath, learned counsel appearing on behalf of the Punjab State Bus Stand Management Company submits that the petitioners shall not be dis-posessed except in due course of law. In view of the statement recorded, the petitioner shall not be dis-posessed except in due course of law as proceedings under the aforementioned Act have already been initiated.

Mr. Aashish Chopra, learned counsel appearing on behalf of M/s Welspun Projects Limited the concessionaire/contractor submits that the Punjab State Bus Stand Managing Company had allotted the contract to his client, who had further granted/entered the license deed owing to consent of the Company with the petitioners. The contract period is over but yet the Company is not releasing the Bank guarantee and for that purpose they had already initiated the proceedings under the Punjab Infrastructure (Development and Regulation) Act, 2002 (for short 'the PIRA') as the contract envisaged resolution of the dispute before such Authorities. He further submits that any finding rendered by this Court be held without prejudice to its rights in a pending claim before the PIRA.

In rebuttal, learned counsel for the petitioners submits that auction proceedings tantamount to dis-possession without resorting to due process of law.

Mr. Sharma further submitted that in pursuance to the violation of interim order passed by this Court, a Contempt petition No.845 of 2015 in CWP No.5924 of 2015 was filed and in its proceedings the company had filed an affidavit that the petitioners herein had already paid the rent w.e.f. 01.01.2015 by way of cheques to the aforementioned acceptance of the rent. According to Mr. Sharma, it would be tantamount to existence of relationship of landlord and tenant viz-a-viz the petitioners and the company.

I have heard learned counsel for the parties and apprised the paper book.

During the pendency of the suit as well as the present

revision petition, the question has arisen viz-a-viz the existence of relationship of landlord and tenant or not. I am of the view that the competent authority trying the petition under the Act shall adjudicate issue as to whether there exists relationship of landlord and tenant before proceeding further in the proceedings and in case, it is found that there is relationship of landlord and tenant, of course, as natural corollary, the competent authority would not be having jurisdiction to proceed further under the Act and remedy would be to take appropriate measures in accordance with law. If otherwise, the petitioner shall be at liberty to impugn the same in a competent Court of Law till then the petitioner shall not be dispossessed but with a condition that they shall continue to pay the rent/license fee to the respondent Company. The parties shall be given liberty to lead evidence in support of assertions vis-a-vis jurisdiction of the company authority. It is expected that company authority, after giving liberty to lead evidence, shall decide the issue of jurisdiction as early as possible within five months thereafter.

The aforementioned findings and observations shall not prejudice the right, interest of Mr. Chopra's client in pending proceedings under the PIRA Act.

Accordingly, Civil Revision petitions are disposed of.

(AMIT RAWAL)
JUDGE

February 18, 2016