

HIGH COURT OF CHHATTISGARH, BILASPUR

Order Sheet

WPC No. 3239 of 2016

Binod Kumar Jaiswal **Versus** State Of Chhattisgarh

02/05/2017	Shri Sanjay Patel, counsel for the petitioner. Shri D.R. Minj, Dy. Govt. Advocate for the State. Shri KPS Gandhi, counsel for the respondent No. 3. Shri Sanjay Ku. Agrawal, counsel for the respondent No.4. Heard on admission. This petition has been filed by the petitioners aggrieved by the action of the respondents in executing lease deed in favour of transferring the lease standing in the name of respondent No. 3, in favour of respondent No. 4 consequent letter dated 10/12/2016, by which the petitioners were directed to remove their illegal possession from the lease land situated within the industrial area under the control of Industry Department of the State. Learned counsel for the petitioners submits that the lease for industrial purpose was initially granted to the respondent No. 3 by the government but the respondent No. 3 was unable to run the business and therefore contacted the petitioners. Under these circumstance a partnership was created and deed was registered and accordingly possession of leased premises was given to the petitioners to run the industrial activities. Later on, respondent No. 3, acting dishonestly sold the land to respondent No. 4 along with running business activities by un-registered documents and on that basis, application was moved before the Industry Department for transfer of lease in favour of respondent No. 4. According to him, the rules regulating grant of lease of land in industrial area did not permit transfer of lease, unless there is a registered agreement of sale as provided under clause 3.4.3	

of Chhattisgarh Audyogik Bhumi Evam Prabandhan Niyam, 2015.

On the other hand, learned State counsel submits that the lease which was earlier granted in favour of respondent No. 3 was transferred in favour of respondent No. 4 on the basis of an agreement between the parties and at no point of time the respondent No. 3 raised any objection. Learned counsel for the respondent No. 3 submits that partnership deed relied upon is a fake document and he never entered into any kind of partnership. Learned counsel for the respondent No. 4 submits and also support the case of respondent No.3 that the petitioner is not entitled to claim over the land in the industrial area because there is no lease transferred in favour of the petitioners by the respondent No. 3.

After hearing learned counsel for the parties, it is found that there are serious dispute with regard to the rights and obligation of the parties to the partnership between the petitioners and respondent No. 3 alleges it to be a forged documents. The petitioners is presently not holding lease. The document purporting to transfer lease of respondent No. 3 in favour of respondent No. 4, is not a registered document.

As the petitioners do not hold any lease in his favour and there is no document on record to show that the petitioner has applied for transfer of lease under his agreement with respondent No. 3, I leave the petitioners to workout civil remedy against the respondent as I find that the disputed fact cannot be gone into in the writ petition and the petitioners remedy would to either approach the respondent-State for cancellation of lease of respondent No. 4 or to file a suit seeking appropriate declaration and injunction.

Learned counsel for the petitioner submits that as the petitioners were enjoying an interim protection, the interim protection may be continued for some period, so that he may take recourse to appropriate remedy. With all justification, petitioners may have to seek such relief, in view of the

decision of the Division Bench in the matter of '**Punjab National Bank & Anr. vs. Holistic Foundation Bhilai & Ors.**' **Writ Appeal No. 119 of 2016 decided on 15/03/2016**, I find myself unable to extend any such relief.

Sd/-
(**Manindra Mohan Shrivastava**)
Judge

Kamde