

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

CWP No. 111 of 2002

Date of decision : 23.03.2017

Lakhmi Singh

..... Petitioner

versus

**Deputy Commissioner, Sangrur and
others**

..... Respondents

CORAM : HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. K.S.Chahal, Advocate for the petitioner.

Ms.Monica Chhibber Sharma, DAG, Punjab.

Ms.Pallavi Sood, Advocate
for Mr. Rohit Suri, Advocate
for respondent No.3.

AMIT RAWAL, J. (Oral)

The petitioner has knocked the doors of this Court challenging the order of the Collector dated 26.3.2001(Annexure P-4) whereby the application filed under Sections 5 and 7 of the Punjab Public Premises and Land (Eviction and Rent Recovery) Act, 1973 for the ejectment of the petitioner from the plot/shop/premises, the description of which has been given in the heading of the application, has been partly allowed and the appeal filed thereto has been dismissed.

The prime grievance of the petitioner is that the petitioner vide agreement Annexure P-1 dated 18.3.1986 was given a plot on lease on the basis of rent of Rs. 325/- which was to be paid by 7th of every month. It was also written in the agreement that the petitioner will not sublet the premises and on expiry of the lease period he would hand over the possession and

ownership thereof to Nagar Palika. The said application for ejectment (Annexure P-2) was filed on 25.02.1997 on the premise that the petitioner was in arrears of rent of an amount of Rs. 31775.65 ps as damages w.e.f. 1.5.93 to 28.2.97. The lease expired on 31.3.92 and by that time the lease money was enhanced to Rs. 565.35 ps per month and as such the petitioner was in unauthorised use and occupation of the plot in dispute after the expiry of lease period and as such was liable to be vacated.

The stand taken in the written statement was that the amount alleged was disputed on the premise that the petitioner had paid the following amounts:-

- i) Rs. 3400/- on 14.10.94
- ii) Rs. 1800/- on 3.1.95
- iii) Rs. 2300/- on 3.8.95

Total Rs. 7500/-

This amount has not been adjusted and copies of the receipts have also been attached. The Collector vide impugned order concluded that the plot in question is owned by the Nagar Palika and was taken on lease. Once the petitioner had been in arrears of lease money and that has already been paid, therefore, the respondent was not entitled to claim the same from the petitioner. The appeal filed by the petitioner has also been dismissed vide impugned order Annexure P-6 i.e. the order rendered by the Commissioner.

I am of the view that the socio economic condition of the State is to be seen as to how and in what manner the person who has been given possession of the land as a tenant, generates revenue and of course, for livelihood. An opportunity of hearing should have been given to the petitioner to pay the arrears of rent, much less, the order of assessment

should have been passed and in case of passing of aforementioned order, the petitioner could not have been given the concession with regard to damages but not in the manner as indicated above.

The order impugned does not stand on the touch stone of reasonability and is hereby set aside. The case is remanded back to the Collector to decide the matter afresh by affording an opportunity to the petitioner by framing issues as per the ratio descendi culled out in **Sarjiwan Tiwari v. Punjab State Electricity Board**, 1998(2) RCR(Civil) 2 and before the Collector proceeds, the entire arrears of rent should be assessed along with costs and interest by fixing a time limit for the payment. In case the petitioner pays the same, his status on the plot would be that of a Tenant Holding Over as per Section 116 of the Transfer of Property Act or otherwise necessarily consequence of eviction would follow.

Petition stands disposed of in the manner indicated above.

(**AMIT RAWAL**)
JUDGE

March 23, 2017
sunita

Whether speaking/reasoned Yes/No

Whether Reportable Yes/No