

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

RSA No.4714 of 2017 (O&M)

Date of decision : 21.11.2017

Charanjit Singh

...Appellant

Versus

M/s Bharat Petroleum Corporation Ltd. and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Pankaj Jain, Advocate for the appellant.

ANIL KSHETARPAL, J. (ORAL)

CM No.12551-C of 2017

For the reasons stated in the application, which is duly supported by an affidavit, delay of 1 day in filing the present appeal is condoned.

Application is allowed.

CM No.12552-C of 2017

Application is allowed.

Main Case

The plaintiff-appellant is in Regular Second Appeal against the concurrent findings of fact arrived at by the Courts below.

The plaintiff had filed a suit for declaration, mandatory, permanent injunction and damages. The plaintiff claimed that he is owner of the property and the lease deed executed on 22.07.2004 is illegal, null and

void.

On the other hand, defendants contested the suit and claimed that it is a Government company engaged in the business of refining, distribution and sale of the essential petroleum products through their dealers. It was further submitted that initially the plaintiff had executed a registered lease deed on 30.05.1994 for a period of five years w.e.f. 01.01.1994 to 31.12.1998. It was further pleaded that after the expiry of five years, the defendant-company had opted for renewal and fresh lease deed was signed on 11.11.1999. It was further pleaded that after the expiry of the term, another lease deed for a period of 30 years was executed and registered on 22.07.2004.

Both the Courts below after appreciating the evidence available on the file have dismissed the suit filed by the plaintiff and held that there is a registered lease deed in favour of the company and series of transaction between the parties prove its genuineness.

I have heard the learned counsel for the appellant at length and with his able assistance gone through the judgments passed by the Courts below.

Learned counsel for the appellant has submitted that after the execution of the fresh lease deed i.e. 22.07.2004, no lease money has been paid and, therefore, the registered lease deed was not acted upon. He has further submitted that the plaintiff-appellant was a dealer. Once the land was belonging to the dealer, there was a implied contract that the dealership would not be cancelled and it shall be co-terminus with the lease period.

I have heard the submission of the learned counsel for the

appellant.

Lease deed in the present case is a registered document. It is the case of the defendants that the plaintiff refused to accept the lease amount and, therefore, the plaintiff had deposited the amount of ₹5,40,021/- in the Court on 03.09.2009. Further a registered lease deed would not come to an end merely because the lease money has not been paid. It is not the case of the plaintiff that there was any contract between the parties that on non-payment of lease money, the lease agreement would come to an end or it would be deemed to have not been acted upon. The defendant before this Court is a Government company which is in the business of distribution of petroleum products. It is common with these companies that they take on lease the land and develop the fuel stations after investing the huge amount. Normally these companies do grant permission to the owners of the land to run the fuel stations. However, there is no clause in the agreement that on account of non-payment of the rent, the lease deed would come to an end.

Second argument of the learned counsel that the duration of dealership is co-terminus with the lease deed is simply to be noticed and rejected. Unless there is a clause in the lease deed providing for such provision, such fact cannot be assumed. It is a case where the plaintiff has been leasing out the property since 01.01.1994. The plaintiff had executed in between two lease deeds i.e. on 30.05.1994 and another in the year 1999. Thereafter, the plaintiff had executed the third lease deed on 22.07.2004. A registered document is presumed to have been executed in accordance with law unless proved otherwise.

In these circumstances, this Court does not find any good

ground to interfere with the concurrent findings of fact arrived at by the Courts below.

Regular Second Appeal is dismissed.

21.11.2017

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**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No