

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

**CWP No. 14720 of 2018
Date of decision : 19.07.2018**

Shamsher Singh

...Petitioner

versus

State of Haryana and ors.

...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. Subhash Rana, Advocate for
Mr. Harish Nain, Advocate
for the petitioner.

RITU BAHRI, J. (Oral)

Petitioner pursuant to the advertisement dated 10.05.2016 applied for auction of Punjab Juice Agro Shop at Bus Stand Narwana and the application was approved by depot level committee to participate in the auction and deposit requisite security before taking part in the auction, which has been held on 28.04.2016 and the petitioner remained successful in open auction being higher bidder. Subsequently, he was allotted Punjab Juice Agro Shop at Bus Stand Narwana, vide letter dated 10.05.2016. However, in the month of August, 2016 complaints were made by the contractors of Bus Stand Narwana against each other for selling products of others and the contract of the petitioner was cancelled including other contractors vide order dated 11.09.2017. On filing appeal against the said order, respondent No. 2 ordered to restart the shop vide order dated 02.11.2017 and a letter dated 10.11.2017 was written to the petitioner by respondent No. 2 to execute fresh agreement and to furnish fresh security. In compliance of this letter, the petitioner approached respondent No. 3 through Building Clerk posted at Bus Stand Narwana for executing fresh agreement but fresh agreement was not executed and the petitioner gave

representation dated 19.12.2017 but respondent No. 3 neither rejected the representation of the petitioner nor allowed the petitioner to execute fresh agreement.

The petitioner then approached this Court by filing CWP No. 4524-2017 and this Court vide order dated 14.03.2018 directed respondent No. 3 to consider the representation of the petitioner within a period of one week. Since the representation of the petitioner was not decided, the petitioner filed COCP No. 1462-2018 and notice was issued for 31.05.2018. Thereafter, respondent No. 3 passed impugned order dated 24.05.2018 and not allowed the petitioner for executing the fresh agreement and fresh security on the ground that the petitioner has not paid rent from 16.05.2004 to 30.09.2007 for running STD Booth.

After pursuing the impugned order, it is clear that there are arrears of rent of lacs of rupees against the petitioner, as since 16.05.2004 the petitioner has not deposited the monthly rent and the shop run continuously due to the pendency of the case before the learned Court, Jind. Even the rent and electricity bills were not paid by the petitioner. On 31.03.2013, contract has been allotted to the petitioner for running restaurant and security amount of Rs.51300/- has been forfeited due to non-depositing of rent and petitioner has left the contract and due to this, the Government has caused huge loss which have been caused due to non-running of the shop by the above said contractor.

The impugned order dated 24.05.2018 does not suffer from any illegality.

Dismissed.

(RITU BAHRI)
JUDGE

19.07.2018
G Arora

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No