

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

RSA No.3306 of 2017 (O&M)

Date of decision:07.12.2018

Haryana Urban Development Authority and others ... Appellants

Vs.

M/s Hindustan Petroleum Corporation Limited ... Respondent

RSA No.3307 of 2017 (O&M)

Haryana Urban Development Authority and others ... Appellants

Vs.

M/s Hindustan Petroleum Corporation Limited and another... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. R.D.Bawa, Advocate
for the appellants.

AMIT RAWAL J. (Oral)

This order of mine shall dispose of two Regular Second Appeals bearing Nos.3306 and 3307 of 2017. The appeals are accompanied by the applications seeking condonation of delay of 320 days, in each case, in filing the appeals. The attempt to give an explanation apparently does not appear to be justifiable.

However, short point involved in the present appeals is that concededly, the respondent-plaintiff/M/s Hindustan Petroleum Corporation Limited had taken the land on lease from the appellant-HUDA at the rate of

Rs.27048/- per month for the period of 15 years and containing of a stipulation that Bharat Petroleum would pay the charges/lease on extra point @ 12.5% per month and in this regard, a demand notice dated 10.01.2008 calling upon them to pay a sum of Rs.3,91,350/-, which was disputed. It is in these circumstances, the suit was filed.

The defendants opposed the suit and justified the demand, asserted that there was no occasion for giving effective opportunity as terms and conditions of the lease deed were known to the parties.

The trial Court decreed the suit and the appeal taken before the Lower Appellate Court was dismissed.

Mr. R.D.Bawa, learned counsel appearing on behalf of the appellants submitted that the lease deed was signed by the estate officer and therefore, the finding of the Courts below vis-a-vis the estate officer being not competent to issue letter/memo is neither here nor there but off the record.

Be that as it may, the facts remains that the genesis of the judgments of the Courts below had been that no effective opportunity of hearing has been given to the respondent-plaintiff in raising the demand as the dispute raised by the plaintiff was with regard to the calculations. It is not discernible that instead of adhering to resolution by complying the principles of natural justice, the judgment and decree was assailed.

It has also been brought to the notice of the Court that subsequent to the release deed, HUDA had come out with a policy dated 29.9.2009, Ex.P11, though not pleaded in the written statement, not to

charge on extra nozzles but only on extra point.

I am of the view that the judgments and decrees under challenge cannot be said to be suffering from illegality and perversity as appellants did not stick to the terms and conditions of the lease deed raising demand and that too without affording any opportunity of hearing.

The appeals are dismissed on limitation as well as on merits.

(AMIT RAWAL)
JUDGE

December 07, 2018
savita

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No