

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

C.R. No.2892 of 2018 (O&M)
Date of Decision.18.01.2019

Punjab Wakf Board		...Petitioner
	Vs	
Satbir Singh		...Respondent

2. C.R. No.2895 of 2018

Punjab Wakf Board		...Petitioner
	Vs	
Amrik Singh		...Respondent

3. C.R. No.2932 of 2018

Punjab Wakf Board		...Petitioner
	Vs	
Amarjit Singh		...Respondent

4. C.R. No.2937 of 2018

Punjab Wakf Board		...Petitioner
	Vs	
Sukhjinder Singh		...Respondent

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. M.K. Chauhan, Advocate for
Mr. Shoaib Khan, Advocate
for the petitioner.

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AMIT RAWAL J. (ORAL)

The decree of the Tribunal while deciding the suit of the
petitioner for possession of the land and recovery of damages held as
under:-

*“12. Perusal of the evidence brought on record goes to
show that the defendant is in possession over the land in
question since the time of his father and the fact remains
that after the year 2010, defendant had not paid even a
single penny to the plaintiff board. The plaintiff board*

itself has admitted that demand draft of Rs.4,00,000/- was paid by the defendant to the plaintiff being the highest bidder in the open auction, but the said draft was not encashed by the plaintiff board as the balance lease amount was not paid by the defendant. In this regard, document Ex.P7 has been placed on record by the plaintiff board showing the lease amount for the year 2014-2015 as Rs.45,000/-, for the year 2015-2016 as Rs.48,000/- and for the year 2016-2017 as Rs.50,000/-. Keeping in view the fact that the property in question is a huge chunk of land measuring 186Ks-15Ms(small)/163 kanals(big), the lease amount demanded by the plaintiff board cannot be termed to be exorbitant. The demand draft of Rs.4,00,000/- was the lease amount till the year 2010, as such, keeping in view the fact that plaintiff-board is still ready to lease out the land in question in favour of the defendant on payment of lease amount, as such, the defendant is directed to pay a sum of Rs.4,00,000/-, the amount qua which draft of Rs.4,00,000/- was already handed over by the defendant, lease amount for the year 2010-2011 as Rs.45,000/-, 2011-2012 as Rs.45,000/-, 2012-2013 as Rs.45000/-, 2013-2014 as Rs.45,000/-, 2014-2015 as Rs.45,000/-, 2015-2016 as Rs.48,000/-, 2016-2017 as Rs.50,000/-. DW1 has admitted the fact that land in question was leased out to the defendant and regarding

draft of Rs.4 lakhs earlier paid by the defendant to the plaintiff board, which was returned back by the plaintiff board, as such, the defendant is hereby directed to pay the lease amount to the plaintiff board as mentioned above within a period of four months, failing which plaintiff shall be allowed to recover possession of the land in question from the defendant. With this observation, issues no.1 and 2 stands disposed off.”

Learned counsel for the petitioner submitted that respondents have not complied with the aforementioned judgment and decree as the period prescribed is over.

In such circumstances, once the lease period was over it can be revived on receipt of consideration, the petitioner is entitled to seek possession, as the decree has become executable.

The revision petitions are dismissed.

(AMIT RAWAL)
JUDGE

January 18, 2019

Pankaj*

Whether Reasoned/Speaking Yes

Whether Reportable No