

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

1. CWP No.8647 of 2001

Gurbax Singh and Ors.

....Petitioner(s)

Versus

Union of India and Others

....Respondent(s)

2. CWP No.18422 of 2001

Union of India

....Petitioner(s)

Versus

State of Haryana and Others

....Respondent(s)

3. CWP No.9053 of 2001

Ram Chand and Ors.

....Petitioner(s)

Versus

Commissioner Ambala Division and Others

....Respondent(s)

4. CWP No.12848 of 2001

Rishi Pal and Ors.

....Petitioner(s)

Versus

Union of India and Others

....Respondent(s)

5. CWP No.2460 of 2002

Suresh Kumar & Ors

....Petitioner(s)

Versus

Union of India and Others

....Respondent(s)

Date of Order: 07.02.2019

CORAM: HON'BLE MR. JUSTICE MAHESH GROVER

HON'BLE MR. JUSTICE LALIT BATRA

Present: None for the petitioners.

Mr. Ankur Mittal, Addl.AG, Haryana.

MAHESH GROVER, J (ORAL)

There is no representation on behalf of the petitioners.

This common order shall dispose of aforesaid five writ petitions since identical questions of law and facts are involved in the same. For the sake of brevity, the facts are being taken from CWP No.8647 of 2001.

The petitioners have approached this Court with the plea that the action of respondent Nos.3 to 5 in demolishing their shops be quashed and they be permitted to re-construct their shops. It has been specifically averred that the shops belong to the Union of India.

We have perused the reply of the Union of India as well, where this fact is admitted as is also the fact that certain petitioners were indeed lessees under them. For the purposes of reference, para Nos.3 to 5 of the reply filed by the Union of India are extracted hereinbelow:

“3. That in reply to para 3 of the writ petition, it is submitted that the lease was not sanctioned to all the petitioners as claimed. The lease was granted to petitioners No.1,14 & 15 and in favour of fathers of Petitioners No.2,4 and 9 and 10. Rest are unauthorised occupants on the Defence land. It is not disputed that vide Annexure P.4, the lease of shop No.14 Camping Ground, Pipli was extended from 1.1.1980 to 31.12.2009 as per rent and premium fixed by the Government of India. Similar order was passed in case Shop No.10 and 15.

4. That in reply to para 4 of the writ petition, it is submitted that the lease money from the actual allottees/lessees are being accepted by the Respondent No.2. However, from unauthorised occupants, damages for use and occupation were received by Respondent No.2 and not the lease money as averred by the petitioner in this para of the writ petition.

5. That in reply to para 5 of the writ petition, it is

submitted that as far as location of the shops is concerned, there is no dispute. Rest of the averments made in this para of the writ petition are wrong, hence denied. As already explained in reply to paras 2 and 3 of the writ petition, the Petitioner No.1,14 & 15 are the original lessees whereas Petitioners No.2,4,9 and 10 are the sons of lessees. Rest of the petitioners are unauthorised occupants of the land of Union of India, Ministry of Defence and are paying damages for use and occupation of the defence land.”

The scope of the writ petitions as emerging from the pleadings of the parties is thus extremely limited. Those who were in unauthorized occupation of the land belonging to the Union of India, Ministry of Defence would have no cause to espouse in the present petitions and claim any right over the land while those, who are in possession under lease agreement would certainly need to be protected and the course to be adopted against them in case Union of India wants to retrieve the land, is as per law. If any demolition has taken place for the unauthorized shops, the Courts would not interfere.

As noticed above in the prayer clause itself, it has been admitted that the demolition has been carried out. The plea has also been raised that those whose shops have been demolished, be permitted to reconstruct.

As observed by us earlier, those who are in unauthorized occupation would have no cause to agitate in the absence of right under law. Insofar those who are permitted by the lease arrangement, they certainly would be protected if there is valid lease existed in their favour.

We, therefore, dispose of these petitions with a direction to the

Union of India to proceed in accordance with law against the lessees in the

event of their wanting to retrieve the land. So far as unauthorized occupants are concerned, they cannot be protected by any order.

(Mahesh Grover)
Judge

February 07, 2019
manoj

(Lalit Batra)
Judge

Whether speaking/reasoned: Yes/No

Whether Reportable : Yes/No