

206 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No. 9842 of 2016 (O&M).

Date of Decision: 19.03.2019.

Ms. Puja Gupta

... Petitioner

Versus

Bharat Petroleum Corporation Limited and others

... Respondents

CORAM : **Hon'ble Mr. Justice Jitendra Chauhan**

Present : Mr. Raman B. Garg, Advocate,
 for the petitioner.

 Mr. Raman Sharma, Advocate,
 for BPCL.

 Ms. Nupur Chaudhary, Advocate,
 for respondent No.4.

JITENDRA CHAUHAN.J.

The petitioner seeks quashing of the order dated 06.04.2016 (Annexure P-11) vide which the petitioner was held ineligible for regular LPG Distributorship at Dhanaula, District Barnala.

The respondents carried out an advertisement dated 26.10.2013 for LPG distributorship for various sites including the Dhanaula (Rural). The petitioner applied against Dhanaula (Rural) as per the procedure laid down in the brochure. However, the petitioner was declared ineligible on the ground that she does not possess the land free from encumbrances as clause No.10 in the lease-deed, contains a forfeiture clause giving right to the lessor to get the property redeemed.

On behalf of petitioner, it is contended that while rejecting the claim of the petitioner, the respondent-Corporation has looked into clause 10 of the lease deed above, wherein it is provided that the lessor has a right to get the land redeemed on payment of Rs.5000/- to the lessee.

The Corporation has not considered and overlooked clause 6 of the same lease deed which provides that *“Executant or his legal heirs will not demand the possession of the said shop prior to the expiry of the lease period.”* It is asserted that as a matter of fact, the lease-deed is for 16 years starting from 01.11.2013 to 31.10.2029.

On the other hand, it is contended that during detailed verification, it was revealed that lease deeds registered vide No.1529 and 1530 dated 19.11.2013 carried certain conditions which read as under:-

“I/Executant Will get Redeem/Release the land from lessee Vikas Garg son of Sh. Hari Kishan son of Sh. Panna Lal, resident of Gobind Colony, Barnala Tehsil and District Barnala after paying/returning the amount of Rs.5000/-.

In the lease deed No. 1530 dated 19.11.2013 (Annexure P-7), it was stipulated as under:-

“I/Executant Will get Redeem/Release the shop from lessee Vikas Garg son of Sh. Hari Kishan son of Sh. Panna Lal, resident of Gobind Colony, Barnala Tehsil and District Barnala after paying/returning the amount of Rs.6500/- ”

Thus, both the lease-deeds carried conditions reserving a right to the lessor to get the property released/redeemed on payment of Rs.5000/- and Rs.6500/- respectively. The lease-deeds were conditional in nature and could be redeemed by the lessor before the expiry of the fixed term. Thus, the candidature of the petitioner was rightly rendered ineligible.

Heard.

In *Laxmidas Bapudas Darbar vs. Smt. Rudravva* *(SC) 2001(2) Rent LR 333* Hon'ble the Supreme Court has held as under:-

“Contract of lease for a fixed period. Rent Act applicable-Landlord whether can evict tenant under Rent Act before expiry of lease period-Held, proceedings for eviction of a tenant under a fixed term contractual lease can be initiated during subsistence or currency of the lease only on a ground as may be enumerated in Rent Act and it is also provided as one of the grounds for forfeiture of the lease rights in the lease deed, not otherwise.”

Since in the leases in question, there exist a “forfeiture clause” giving right to the lessor to get the property released/redeemed on payment of certain fixed amount, the lessor would be entitled to get the property vacated as and when he so wished by paying the amount stated in the respective lease deeds. Therefore, the object of BPCL having fixed term lease gets frustrated.

A careful reading of the lease-deeds goes to show

that the lease-deeds are conditional which could be terminated at any time on payment of the agreed amount. Keeping in view the criteria specified in the brochure which requires that the applicant should own the property or there should be a registered lease deed having minimum 15 years of valid lease, the candidature of the petitioner was rightly rejected vide order (Annexure P-11). Even the petitioner was given opportunity by the respondents to provide additional/alternate land but she failed to do so. No ground for interference is made out.

Dismissed.

19.03.2019.
SN

(JITENDRA CHAUHAN)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No