

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

CWP No. 35665 of 2019
Date of decision: 09.12.2019

**M/s Sunny Enclave Builder Zirakpur through its proprietor and
another**

.....Petitioners

V/s.

**Permanent Lok Adalat, Public Utility Services, SAS Nagar, Mohali and
others**

.....Respondents

CORAM: - HON'BLE MR. JUSTICE SANJAY KUMAR

Present: - Mr. Sangram S.Saron, Advocate,
for the petitioners.

Sanjay Kumar, J. (Oral)

This writ petition was filed with the following prayer.

“Civil writ petition under Article 226/227 of the Constitution of India for the issuance of a writ of certiorari or any other appropriate writ, order or direction for quashing and setting aside the order dated 07.11.2019 (Annexure P-11) passed by the Learned Permanent Lok Adalat (Public Utility Services), SAS Nagar, Mohali- respondent No.1);

For issuing a writ of mandamus or any other appropriate writ, order directing the respondents to ensure that the compromise/settlement dated 05.09.2019 is complied with and given effect to in letter and spirit;

For issuing a writ of mandamus or any other appropriate writ, order directing that the award dated 21.10.2019 passed by the respondent No.1 is strictly

enforced;

For issuing a writ of mandamus or any other appropriate writ, order directing the Executive Officer, Municipal Council, Zirakpur to ensure that the wall which is preventing free and through ingress and egress is demolished as it is illegal and in contravention of the approved house plan of the Municipal Council, Zirakpur;

For issuing a writ of mandamus or any other appropriate writ, order, directing the Executive Officer, Municipal Council, Zirakpur to ensure that no additional construction is carried out near or in place of the illegally constructed wall;

For issuing a writ of mandamus or any other appropriate writ, order, directing the SSP, Mohali and the SHO, Police Station, Zirakpur for ensuring that there is no breach of peace and the demolition of the illegally raised wall is carried out as per the settlement agreement dated 05.09.2019, and in strict conformity with the approved site house plan of the Municipal Council, Zirakpur;

For issuing any other appropriate and necessary order as may be deemed necessary in the facts and circumstances of the present case”.

Perusal of the record reflects that the first petitioner herein was the first respondent in Application No. 527 of 2019 on the file of the Permanent Lok Adalat (Public Utility Services), SAS Nagar, Mohali. It appears that the said application was filed in relation to the removal of a wall constructed by the first petitioner in the premises of the colony/site developed by it. A compromise having been effected between the parties,

the Permanent Lok Adalat took note of the same and directed compliance. A compliance report was duly placed before the Permanent Lok Adalat, whereupon the application was dismissed, vide order dated 07.11.2019.

Perusal of the said order reflects that the wall constructed by the first petitioner was demolished in terms of the compromise but the complaint thereafter was that the police authorities themselves got a wall re-constructed in the middle of the road. The Permanent Lok Adalat thereupon observed that the compromise between the parties had been duly acted upon and in the event a third person then raised a wall, a different cause of action would arise, which had no connection with the case before it and left it open to the parties to take recourse to legal remedies available to them in accordance with law.

Mr. Sangram Singh Saron, learned counsel appearing for the petitioners, does not dispute the fact that the compromise arrived at between the parties before the Permanent Lok Adalat was acted upon insofar as the wall constructed by the first petitioner was, in fact, demolished, at least in part. The allegation now made is that the police thereafter re-constructed a wall at the same place. Significantly, the police authorities were neither parties to the application before the Permanent Lok Adalat nor to the compromise arrived at therein between the parties thereto. Therefore, they were neither bound by the compromise nor by the compliance directed by the Permanent Lok Adalat. Any action on their part, which is not to the liking of the petitioners, would give rise to a fresh cause of action that would have to be addressed before the proper forum in

accordance with law. It is not open to the petitioners to link up the same with the case before the Permanent Lok Adalat, wherein the first petitioner was the first respondent and seek to enlarge the scope thereof.

The writ petition is therefore utterly misconceived and is dismissed on this short ground.

No order as to costs.

(SANJAY KUMAR)
JUDGE

09. 12.2019

rakesh

whether speaking/non speaking : *Yes/no*

whether reportable/non reportable : *Yes/no*