

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

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**CWP-37041-2019 (O&M)
Date of Decision :19.12.2019**

Major Singh Ex Sarpanch

... Petitioner

Versus

Director, Rural Development & Panchayats, Punjab and others

...Respondents

CORAM:HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Baldev S. Sidhu, Advocate for the petitioner.

SUVIR SEHGAL, J.(ORAL)

The petitioner has approached this Court for issuance of a writ of certiorari for quashing orders dated 26.09.2014, 27.04.2016 and 03.05.2019 (Annexures P1, P-6 and P-7 respectively) passed by respondent authorities.

Petitioner was a Sarpanch of Village Haidon Bet, Block Balachaur, District S.B.S. Nagar from 2008 to 2013. During his tenure, *shamlat* land measuring 10 acres was leased out to Sarwan Singh in pursuance to an open auction held on 01.06.2012 for a period of one year for an amount of Rs.80,000/-. As per terms of lease, the lease amount was to be paid at the spot. However, Sarwan Singh never made payment of the lease amount. On 04.08.2012, the Gram Panchayat passed a

resolution (Annexure P-4) to serve a notice upon Sarwan Singh for depositing the lease amount. Despite notice, payment was not deposited by Sarwan Singh. The tenure of the petitioner came to an end in 2013. Since the amount of Rs.80,000/- could not be recovered by the Gram Panchayat, the Block Development and Panchayat Officer, Balachaur after affording the petitioner opportunities to explain, made an assessment under Section 216(2) of the Punjab Panchayati Raj Act, 1994 vide order dated 26.09.2014 (Annexure P-1) and directed the petitioner to deposit the said amount along with the interest @ 18%. This order was challenged by the petitioner in appeal before the Collector which was dismissed on 27.04.2016 (Annexure P-6). Revision petition filed by the petitioner was dismissed by respondent No.1 on 03.05.2019. The petitioner has challenged the said orders in the instant writ petition.

Counsel for the petitioner has been heard.

From the facts, it is apparent that the land was leased in an auction on 01.06.2012 and the lease period was for one year. It was the duty of the petitioner as the Sarpanch to ensure that as per the terms of the lease, the bid amount was deposited at the spot by the lessee and on failure of the lessee to do so, to cancel the auction. Instead the possession of the leased land was handed over to the lessee, who started cultivating it. The petitioner continued as a Sarpanch till 2013. During this entire period, only one notice dated 04.08.2012 (Annexure P-4) was issued to the lessee to recover the lease money. The petitioner has not been able to show that except for this notice, any other attempt was made by him to recover the lease amount. Not only this, the petitioner has also not been able to point out as to whether this amount has been recovered

till date or not.

A reading of the impugned order dated 26.09.2014 (Annexure P-1) reveals that prior to making assessment under Section 219(2), *ibid*, the petitioner was given four notices seeking clarification. However, the petitioner neither responded to the same nor gave any explanation. As such, the petitioner had been afforded sufficient opportunities to explain, which meets the requirement of the statutory provision.

It is apparent that the petitioner was negligent in discharge of his duties. Therefore, the order of assessment passed by respondent No.3 vide Annexure P-1 which has been upheld in appeal and revision, does not require any interference. The petitioner is accordingly, liable to deposit the said amount with interest for financial loss caused to the Gram Panchayat because of dereliction of duty.

There is no merit in the writ petition. The same is accordingly, dismissed.

19.12.2019

pooja saini

(SUVIR SEHGAL)

JUDGE

Whether speaking/reasoned?

Yes/No

Whether reportable?

Yes/No