

CWP-3628-2021

Date of decision: 16.02.2021

Sukhwinder Singh

.....Petitioner

versus

State of Punjab and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE FATEH DEEP SINGH**Present:** Mr. Jagvinder Singh Santwal, Advocate
for the petitioner.**FATEH DEEP SINGH, J. (ORAL)**

Due to outbreak of pandemic COVID-19, the instant case is being taken up for hearing through video conferencing.

The petitioner-Sukhwinder Singh, through this institution of Civil Writ Petition under Articles 226/227 of the Constitution of India has sought relief by way of writ of certiorari seeking quashment of Lease Policy-2018 (Annexure P-11).

Upon hearing counsel for the petitioner, it is duly conceded that the premises, in question, was planned and executed by Talwara Township under the Bhakra Beas Management Board (BBMB) and had allotted a plot (shop-cum-flat) on lease, for a sum of

Rs.90 per year to Ravinder Singh, father of the petitioner on 16.09.1967 (Annexure P-1) which was for a fixed period of 30 years. It is well stipulated in Clause 4 (Annexure P-1) that after the expiry of the lease period of 30 years, it could be mutually agreed to be extended subject to such modifications. The primary grouse of the petitioner is over the Lease Policy of the lessor, (Annexure P-11) whereby, the lessor have with the efflux of time, called upon the lessees to get executed fresh lease deed as well as with the increase in the price index to pay the enhanced lease amount as agreed upon. Clause 17 of the lease (Annexure P-1) ensures that all disputes and differences, arising out of or anything concerned and touching the lease deed, shall be referred to sole arbitration of the Director for invoking this clause. The petitioner had directly come up before this Court and, therefore, is not entitled to intervention by this Court, which would be permissible only after he exhausts the remedies, already available to him, by virtue of the lease deed.

More so, in terms of the respondents, being the lessor of the property have legal rights to determine the lease, by virtue of Section 111 of the Transfer of Property Act, 1882 and rather, to the mind of this Court, the lessors in this case, have been considerate enough to call upon the petitioner to execute a fresh lease to which the petitioner cannot object to as the lease period has already expired.

In light of the discussion, there is apparently no merit in the petition, thus, the present petition stands dismissed.

16.02.2021
Neha

(FATEH DEEP SINGH)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No