

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-9942-2021 (O&M)

Date of decision : August 02, 2021

Amichand

.....Petitioner

Versus

Punjab National Bank and others

....Respondents

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Dharam Bir Bhargav, Advocate for the petitioner.

Mr. D.S. Bainola, Advocate for the respondents.

LISA GILL, J.

This matter is being taken up for hearing through video conferencing due to outbreak of the pandemic, COVID-19.

CM-7871-CWP-2021

Prayer in the application is for placing on record lease deed dated 30.01.2020 as Annexure P9). Same is taken on record subject to just exceptions.

Application is disposed of.

CM-7869-CWP-2021

Filing of certified as well as typed copies of Annexure P9 is exempted.

Application is disposed of.

CWP-9942-2021

Petitioner seeks a writ of mandamus directing respondent – bank not to vacate the premises which it had taken on lease from the petitioner in November, 2019 as per agreement/lease deed dated 30.01.2020. It is submitted that as per terms and conditions of the deed, premises were leased out for a period of 15 years, commencing from 01.12.2019 till 30.11.2034 . Amount of rent was fixed for the first five years and thereafter rate of escalation was also provided. It is submitted that clause 18 of the lease deed that the lessee bank reserves the right to

vacate the leased premises either fully or partially by serving three months prior notice to the lessor at any time, does not in any manner detract from the categorical intention of the parties i.e. of leasing the premises for a fixed tenure which could not be varied and the bank has arbitrarily after merging with the Punjab National Bank vacated the premises subsequent to issuance of notice dated 14.01.2021. It is submitted that the petitioner has spent considerable amount on the premises at the asking of the Bank after availing loan, thus, is also entitled to compensation.

When faced with the question of maintainability of the writ petition, learned counsel for the petitioner submits that mere existence of an alternate remedy does not in any manner bar the jurisdiction of this Court under Article 226 of the Constitution of India. He relies upon judgment of the Hon'ble Supreme Court in **Union of India and others versus Tanita Constructions (P) Ltd. 2011 (5) SCC 697.**

Heard learned counsel for the petitioner.

In the given factual matrix, I do not find any ground whatsoever to interfere in exercise of writ jurisdiction. Admittedly, the dispute is purely contractual in nature.

At this stage, learned counsel for the petitioner seeks to withdraw this writ petition with liberty to the petitioner to avail remedy/remedies as may be available.

Accordingly, present petition is dismissed as withdrawn with liberty as aforementioned.

August 02, 2021
rts

(Lisa Gill)
Judge

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