

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH.**

CWP No.20297 of 2020

Date of Decision:-21.01.2021

Suman Jit Singh.

.....Petitioner.

Versus

State of Punjab & Ors.

.....Respondents.

**CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH
HON'BLE MR. JUSTICE SANT PARKASH**

Present:- Mr. Sunny Singla, Advocate for the Petitioner.

JASWANT SINGH, J.(ORAL)

*[The aforesaid presence is being recorded through video conferencing since
the proceedings are being conducted in virtual court]*

Petitioner-Suman Jit Singh was allotted Industrial Shed bearing No.B-20 in the Industrial Estate, Malerkotla by the Respondent-Department of Industries and Commerce, Punjab on Hire Purchase basis on a provisional rent of Rs.150/- per month vide letter dated 27.04.1965. Subsequently vide Hire Purchase Agreement dated 31.08.1972, the said plot was sold to the petitioner for a total cost of Rs.16,300/- with interest to be paid in equated 15 yearly installments. Petitioner having defaulted in making installments, the plot was resumed vide order dated 21.06.1978 with cancellation of the agreement and forfeiture of the amounts paid. Subsequently upon deposit of some amounts, the cancellation order was recommended for withdrawal. It transpires that one Satish Kumar had

remained in possession (unauthorised/ as tenant of Petitioner) of the

premises for the period 16.03.1981 to 03.12.1999, qua which the charges have been ordered to be recovered from the petitioner apart from the remaining outstanding amounts towards the total sale consideration before executing the conveyance deed. Hence the present petition seeking quashing of the order dated 05.08.2020 (Annexure P-13) and letter dated 21.09.2020 (Annexure **P-14**) with further with further direction to respondents to execute the Sale Deed/Conveyance Deed of the Industrial Shed No.20-B, Industrial Estate, Malerkotla in favour of the petitioner.

At the time of hearing, Ms. Monica Chibber Sharma, Senior Deputy Advocate General, Punjab has filed an affidavit dated 20.01.2021 of Sh. Angad Singh Sohi, General Manager, District Industries Centre, Malerkotla on behalf of respondent Nos.1 to 3. Para 7 whereof reads as under:-

“ 7. That it is further respectfully submitted that on reconsideration of the matter of depositing outstanding payment of rent with the department by the petitioner for his illegal/unauthorized occupation of the premises from the date of cancellation of allotment, it has been observed that the petitioner is required to pay the outstanding amount of rent of Rs.1,49,013/- (as on 31.01.2020) instead of Rs.2,87,367/- because it has been noticed that the premises remain in illegal occupation of Sh. Satish Kumar from the period from 16.03.1981 to 3.12.1999, for which period the recovery proceedings to recover the amount of rent from the legal heirs of Sh. Satish Kumar has already been initiated and the petitioner is not required to pay the arrears of rent for the period the premises was illegally occupied

by said Sh. Satish Kumar (since died). The detail of outstanding amount from the petitioner has now been worked out to Rs.1,49,013/- as per Calculation Sheet attached as R-1. It is stated that if the outstanding payment of Rs.1,49,013/- as mentioned in Annexure R-1, is deposited by the petitioner within a period of 15 days with the department and an Affidavit is furnished to start the industrial activities in the Shed No.20-B within a period of 06 months, then the request of the petitioner for execution of the Conveyance Deed of the premises after restoration of cancellation of allotment, will be considered by the answering respondent-department, failing which the petitioner being unauthorized occupant of the premises has to be proceeded against as per law. ”

Learned State Counsel states that in view of the aforesaid developments, nothing more survives for adjudication.

In response, counsel for the petitioner agrees on instructions that his client would do the needful in terms of the aforesaid.

Disposed of as infructuous.

(JASWANT SINGH)
JUDGE

(SANT PARKASH)
JUDGE

January 21, 2021
Vinay

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No