IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
118

CWP-9017-2022

Date of Decision: April 29th, 2022

AMARJIT SINGH

...PETITIONER

Versus

FINANCIAL COMMISSIONER AND OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH
HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Harpreet Singh Brar, Sr. Advocate,
with Mr. Kanwal Goyal, Advocate,
for the petitioner.

Mr. Avinit Awasthi, AAG, Punjab,
for the State.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Petitioner has approached this Court praying for issuance of a writ of mandamus directing the respondents to execute the registered lease deed in favour of the petitioner in terms of order dated 20.12.2016 (Annexure P-1) passed by the Financial Commissioner, Government of Punjab, Rural Development and Panchayat Department-respondent No. 1 granting approval for leasing out through auction of the land measuring 62 Kanal 16 Marla comprised of Khewat No. 37/34, Khatoni No. 43, Khasra No. 3//6(6-16), 15 (8-0), 16 (8-0), 25 (8-0), 6//4 (8-0), 7 (8-0) total Parts:8 as per jamabandi for the year 2011-12 of the Gram Panchayat Dehri, Block

Kharar, District Sahibzada Ajit Singh Nagar-respondent No. 6 for a period of 33 years .

A perusal of the said order indicates that the sanction has been granted for entering into the lease with the petitioner by the Gram Panchayat. It is an admitted position that in pursuance thereto, no lease deed has been executed by the Gram Panchayat till date nor has the actual physical vacant possession of the land handed over.

A perusal of the documents, which have been placed on record, do not indicate any mandate under the Act or the Rules for entering into a lease deed once a sanction is granted by the State Government. It is always open to the parties to execute a lease deed or not in pursuance to the approval/sanction granted by the authority.

Learned senior counsel for the petitioner has placed reliance upon Rule 6 (3) of The Punjab Village Common Lands (Regulation) Rules, 1964 to contend that once a resolution has been passed by the Gram Panchayat, which has been approved by the Government of Punjab, it is binding upon the Gram Panchayat to enter into a lease deed.

Learned senior counsel for the petitioner, while referring to Rule 6 (3), submits that all Lands vested in a Panchayat may be leased out by auction or on such terms and conditions, as may be agreed upon between the parties up to the period of 33 years for industrial, commercial, educational or professional purpose with the prior approval of State Government.

A perusal of Rule 6 (3) of the 1964 Rules would not mandate the parties to enter into a lease deed. This is only an enabling provision under the rules for entering into such a lease without imposing a corresponding duty.

Learned senior counsel for the petitioner has, thereafter, asserted that in pursuance to the resolution of the Gram Panchayat, which has been passed, the petitioner has proceeded to invest in the logistics and, therefore, loss is being caused to the petitioner. The lease money has also been deposited.

Be that as it may, the remedy for the same lies elsewhere as in case of any loss incurred by the petitioner in pursuance to a assurance/bonafide belief or promise on the part of the respondent-Gram Panchayat, the appropriate remedy can be availed of by the petitioner. As far as the present writ petition is concerned, we do not find any legal right in favour of the petitioner for issuance of a writ of mandamus, as has been prayed for.

The writ petition, therefore, stands dismissed.

(AUGUSTINE GEORGE MASIH)
JUDGE

(SANDEEP MOUDGIL)
JUDGE

April 29th, 2022
pj

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