

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

CWP-5802-2023 (O&M)

Date of decision: 20.03.2023

Suraj Parkash Singh

....Petitioner

Versus

State of Punjab and others

..Respondents

CORAM: HON'BLE MR JUSTICE ANIL KSHETARPAL

Present:- Mr.Arvind Kashyap, Advocate for the petitioner

Mr.Vishnav Gandhi, DAG, Punjab

ANIL KSHETARPAL, J (Oral)

1. The petitioner, while praying for the issuance of a writ, in the nature of Certiorari, to quash the order passed on 29.08.2019, claims direction to the respondents, to consider him for employment under the Rehabilitation and Re-settlement Scheme dated 18.11.1993. The petitioner has neither disclosed the date of the award passed by the Collector under Section 11-A of the Land Acquisition Act, 1894 nor annexed the order rejecting his claim of employment passed on 19.12.2014.

2. Learned counsel representing the petitioner admits that the award for the compulsory acquisition of land was passed more than 25 years back. In substance, the petitioner claims that his cousin Davinder Singh has been granted employment in 2014 while the family of the petitioner, being an independent unit, was also entitled to the same appointment under the aforesaid scheme.

3. Learned counsel representing the petitioner has made a sincere attempt to persuade this Court to exercise its writ jurisdiction,

however, keeping in view the following facts, this Court does not find it appropriate to issue any writ:-

i) the writ petition is bereft of the necessary particulars required to adjudicate the case efficiently.

ii) As per the list of dates and events, the petitioner's claim was rejected on 19.12.2014. He has neither annexed the aforesaid order nor challenged its correctness.

iii) Nearly three decades have passed when the land of the petitioner's family was acquired compulsorily. The purpose of the policy for the rehabilitation and re-settlement is to rehabilitate the family of the oustees landowners. After a period of nearly 30 years, this Court does not find it appropriate to issue any direction in the present matter. Reliance in this regard can be placed on the judgment of the Supreme Court in **Surjit Singh Sahni Vs. State of U.P. and others, Special Leave Petition (Civil) No.3008 of 2022**, wherein the Supreme Court in the case of oustee claiming employment on the basis of Clause 12 of the sale deed executed to transfer the land, held as under:-

“4. At the outset, it is required to be noted that by way of writ petition under Article 226 of the Constitution of India as such the petitioner prayed for a specific performance of Clause 12 of the Sale Deed dated 19.09.2001. For the first time, the petitioner made a representation for allotment of 10% plot as per Clause 12 of the Sale Deed dated 19.09.2001 in the year 2010, i.e., after a period of 10 years from the date of execution of the Sale Deed. Therefore, as such if the suit would have been filed for specific performance, the same would have been barred by limitation. Despite the above, the petitioner filed a writ

petition before the High Court and as observed hereinabove prayed for specific performance of Clause 12 of the Sale Deed dated 19.09.2001 being Writ Petition No.37443 of 2011, which was also filed after a period of 11 years from the date of execution of the Sale Deed. Therefore, as such when the earlier writ petition was filed in the year 2011 which was also barred by delay and latches, the High Court ought not to have entertained the same. Instead, the High Court entertained the said writ petition and directed the NOIDA to decide the representation of the petitioner, which as such was made after a period of 10 years, expeditiously and it gave the fresh blood to the litigation, which otherwise was barred by delay and latches. The High Court by passing the order dated 07.04.2017 as such did not realise and/or appreciated that the writ petition itself was required to be dismissed on the ground of delay and latches as the same was filed after a period of 11 years from the date of execution of the Sale Deed under which the right was claimed. We have come across number of such orders passed by the High Courts directing the authorities to decide the representation though the representations are made belatedly and thereafter when a decision is taken on such representation, thereafter it can be said on behalf of the petitioner that the fresh cause of action has arisen on rejection of the representation. Therefore, when such orders are passed by the High Courts either relegating the petitioner to make a representation and/or directing the appropriate authority to decide the representation, the High Courts have to consider whether the writ petition is filed belatedly and/or the same is barred by latches and/or not, so that in future the person who has approached belatedly may not contend that the fresh cause of action has arisen on rejection of the representation. Even in a case where earlier representation is rejected, the High Court shall decide the matter on merits.

5. As observed by this Court in catena of decisions, mere representation does not extend the period of limitation and the aggrieved person has to approach

the Court expeditiously and within reasonable time. If it is found that the writ petitioner is guilty of delay and latches, the High Court should dismiss it at the threshold and ought not to dispose of the writ petition by relegating the writ petitioner to file a representation and/or directing the authority to decide the representation, once it is found that the original writ petitioner is guilty of delay and latches. Such order shall not give an opportunity to the petitioner to thereafter contend that rejection of the representation subsequently has given a fresh cause of action.

6. Even otherwise on merits also, we are in complete agreement with the view taken by the High Court. The High Court has rightly refused to grant any relief which as such was in the form of specific performance of the contract. No writ under Article 226 of the Constitution of India shall be maintainable and/or entertainable for specific performance of the contract and that too after a period of 10 years by which time even the suit for specific performance would have been barred by limitation.”

4. In view of the aforesaid facts and discussion, no ground to issue the writ, as prayed for, is made out.
5. Hence, dismissed.
6. All the pending miscellaneous applications, if any, are also disposed of.

20.03.2023

rekha

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE