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

CWP-2054-2023

Date of decision:08.02.2023

GRAM PANCHAYAT MOHAMMADPUR MAJRA

...Petitioner

Versus

STATE OF HARYANA AND OTHERS

...Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLR MR. JUSTICE KULDEEP TIWARI**

Present: Mr. Abhinav Narang, Advocate
for the petitioner.

Mr. Raman Sharma, Addl. A.G. Haryana

SURESHWAR THAKUR, J. (ORAL)

1. Compliance report by way of affidavit Mr. Shakti Singh, IAS, Deputy Commissioner, Jhajjar-respondent No.6 has been filed in the Court today, and, the same is taken on record.

2. Admittedly the Gram Panchayat Mohammadpur Majra, Tehsil Beri, District Jhajjar, Haryana is the owner of the petition lands. However, in the memorandum of understanding (MOU) drawn *inter-se* the Forest Department and the Gram Panchayat (supra), the petition lands as disclosed by Clause (a) of the MOU, to which Annexure P-8 is assigned, clause whereof becomes extracted hereinafter.

“a) The 118 acres land having tree cover will remain in ownership of the Gram Panchayat but may be looked after by the Forest deptt. With their own resources or with the help of Gram Panchayat and brought under Social Forestry type scheme where some portion of the land can be felled from time to time and the auctioned amount

may go to the Gram Panchayat. Also in future trees like Guava, Alianthus Excelsa, Poplar, Eucalyptus and Burbmah Drek etc which are exempted from felling permission even under PLP Act should be planted so that the resources go back to the Gram Panchayat.”

rather, becoming assigned to the Forest Department hence for theirs becoming managed. Moreover, the areas covered within the petition lands, do become also disclosed, to be brought under the Social Forestry type scheme, whereby the Forest Department is to plant saplings thereons, and, on such saplings acquiring the age, when they can be felled, thereupon the sale proceeds as derived from their valid sale, under the 10 years felling programme, are to be appropriated to the Gram Panchayat concerned. Moreover, under the said MOU the area covered within the petition lands, can also be subjected to plantation of fruit trees, and, also to other trees of a commercial nature. Nevertheless, the auction proceeds both of the said produce of the fruit trees, and/or, from the sale proceeds of the trees of a commercial nature, are to be obviously remitted, to the Secretary of the Panchayat concerned.

3. If so, since the terms of the MOU drawn amongst the Authorities concerned, but obviously restrain the Gram Panchayat concerned, to subject the petition lands to cultivation of crops thereons.

4. However, since at this stage, there is no material on record suggestive, that the lands purportedly covered within the MOU, did become evidently subjected to cultivation at the instance of the Gram Panchayat concerned. Therefore, at this stage, it cannot be said that the petition lands are covered within the MOU. If so, the mustard, and pea crops, as sown purportedly on the petition lands are permitted to become harvested by the Gram Panchayat concerned.

5. It is clarified that in case the Forest Department concerned, earnestly intends to, in future debar the villagers concerned, or the Gram Panchayat concerned, to make cultivations of crops on the lands, rather falling within the MOU concerned, thereupon it shall, after making lawful demarcations of the lands covered within the MOU, proceed to ensure that in future, no cultivations of crops, does occur thereons, at the instance of the villagers concerned, or at the instance of the Gram Panchayat concerned. The Principal Secretary, Government of Haryana (Respondent No.7) as well as Deputy Commissioner, Jhajjar, are directed to hereafter ensure the makings of strict compliance of the MOU by all concerned.

5. Disposed of accordingly.

(SURESHWAR THAKUR)
JUDGE

08.02.2023

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(KULDEEP TIWARI)
JUDGE

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