

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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CM-21257-CWP-2023 in/and
CWP-5148 of 2023 (O&M)
Date of Decision:18.12.2023

Manjit Singh

....Petitioner

Versus

State of Punjab and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Dr. Sumati Jund, Advocate,
for the petitioner.

Mr. Maninder Singh, DAG, Punjab

SURESHWAR THAKUR, J. (Oral)

On the oral request made by all the litigants concerned, main case is taken up today for hearing.

Main case

1. Initially, the petitioner had asked for quashing of order dated 07.02.2022 (Annexure P-13) whereby the representation made by the petitioner in the office of respondent No.2 on 08.08.2019 (Annexure P-10), besides legal notice, served by the petitioner, to the office of respondent No.2, dated 15.01.2020 (Annexure P-11) became rejected.

2. In addition, a *mandamus* is asked to be made, upon the respondent concerned, to comply with the terms and conditions of the lease deed (Annexure P-1), as became drawn *inter se* the present petitioner with the respondent concerned, whereby the respondent concerned, became enjoined to provide tubewell with electricity connection to the leased lands. It appears that prior to the institution of the instant writ petition, before this Court, the present petitioner had instituted Civil Writ Petition No. 19406 of 2020 before this Court, wherein, a similar relief as becomes raised in the instant writ petition, thus became asked to be rendered. After considering the rival contentions addressed then, before this Court by the learned counsel for the contesting litigants, ultimately, a conclusion was drawn, that the grounds raised in the said writ petition were unfounded, whereupon the said petition was disposed of, with directions to respondent No.2, to make a speaking decision upon the impugned annexure, which is similar to the annexure, which is also now challenged before this Court.

3. In pursuance to the said made directions, impugned Annexure P-13 became pronounced by the competent authority.

4. A reading of the impugned annexure reveals, that thereby the order *supra* as became passed earlier by this Court, after becoming complied with, yet the competent authority making a conclusion, that the grievances as raised by the writ petitioner, were completely unfounded and thereby the relief claimed in the said representation was declined to the petitioner.

5. Annexure P-13 became rendered on 07.02.2022. Therefore, the present writ petition becoming re-aggrieved from the passing of Annexure P-13, thus in pursuance to directions passed earlier by this Court, rather has re-instituted the instant writ petition. In the present writ petition, the above made.

6. Since the impugned order elaborately deals with the trite factum, that in terms of the conditions of the lease deed, no obligation, as such, became cast on the respondent concerned to provide tubewell with electricity connection, to the present petitioner, for thereby the petitioner making an able irrigation of the leased land. Consequently, the relief as relating to the said *mandamus*, becoming passed upon the respondent concerned, thus, becomes declined. The additional reason, for not making the said *mandamus* upon the respondents, is comprised in the factum, that the learned State counsel, intimates this Court that the term of lease has already expired in the month of July 2023. Therefore, the asking for the making of the above *mandamus*, thus becomes completely inconsequential.

7. Nonetheless, if as a matter of fact, the said conclusion as made in the impugned Annexure P-13 rather is misfounded or is pretextual, yet if as a sequel to the non-providing of the said tubewell with electricity connection, to the present petitioner, to thus enable him to make an able the irrigation of his lands, so that he is able to rear the best crops thereons, for his making the best profits, from sale of the said harvested crops, rather the present petitioner has suffered some monetary losses. Resultantly if the non-providing of the said tubewell with electricity

connection, to the present petitioner by the respondent, if as a matter of fact, rather was a *sine qua non* of, the contract of lease, thus has caused loss to the petitioner, thereby liberty is yet reserved to the petitioner to claim damages, in a suit to be filed, as such, before the jurisdictionally competent civil Court concerned.

8. It appears that during the pendency of the instant writ petition before this Court, thus with CM bearing No. 21257 of 2023, becoming appended, an order (Annexure A-1). Through the said order, a demand has been made, upon, the present petitioner, to pay the outstanding lease amounts comprised a sum of Rs.83,330/-, appertaining to the period 2022-23, and of Rs.2,63,538/-, as relates to the lease year 2023-24.

9. Learned counsel for the petitioner submits, that the above said demands made, upon the petitioner are illegal, as though initially 25 acres of land were leased to the present petitioner by the Gram Panchayat concerned, but yet 5 acres therefrom became leased to a school. In consequence, the learned counsel for the petitioner contends, that there was a requirement, of a proportionate deduction of the lease moneys becoming demanded, from the present petitioner, whereas, she submits that yet there is no such proportionate deductions, made by the respondent concerned, in the making of the above demand from the present petitioner. If so, the said question cannot be decided in the instant proceedings, as all above are disputed questions of fact. Nonetheless, the DDPO, Rupnagar is directed to, after hearing the present petitioner, *viz a viz* the earlier thereto deposits of lease moneys, as made by the petitioner, and, theirs relating to

yet lease amounts being demanded from the present petitioner qua 25 acres of land, whereas, the said demand being untenable, because the lease amounts were to be demanded only in respect of 20 acres of land, thereafter make a lawful deduction from the demands of lease moneys from the petitioner. However yet only after his bearing in mind the evidence and material in respect of the makings of said proportionate deductions or of adjustment qua the demanded amounts as carried in Annexure A-1, reiteratedly rather thereby he shall draw a speaking decision qua the amenability of makings of said deductions or adjustments, upon, Annexure P-1.

10. The learned State counsel submits, that the present petitioner cannot harvest the crops as are sown upon the disputed lands, but Annexure A-1 reveals, that for the wants of makings the said deposits, till 17.11.2023, that thereby the petitioner appears to become prohibited, to harvest the crops sown on the disputed lands. If the lease is to evidently continue upto 17.11.2023, therefore, the present petitioner be permitted to harvest the crops as sown by him, on the disputed lands but subject to the DDPO, Rupnagar, making within two weeks hereafter, thus a speaking decision upon the validity of the demand raised through Annexure A-1 against the petitioner. If liability towards lease moneys are declared therein, to be fastenable upon, the petitioner thereupon lease moneys shall become forthwith tendered by the petitioner before the competent authority. Resultantly, the petitioner may then harvest the crops sown over the petition lands.

11.
- The present petition is, accordingly disposed of.
12.
- Pending applications, if any, also stand disposed of.

(SURESHWAR THAKUR)
JUDGE

(SUDEEPTI SHARMA)
JUDGE

December 18, 2023
dinesh

Whether speaking

:

Yes/No

Whether reportable

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Yes/No