

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

CWP-20628-2023 (O&M)

Date of decision:02.11.2023

Shree Sanatan Dharam Sabha

....Petitioner

Versus

The State of Haryana and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE ARUN PALLI
HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Shailendra Jain, Senior Advocate, with
Ms. Navneet Kaur, Advocate,
for the petitioner.

Mr. Ankur Mittal, Additional Advocate General, and
Ms. Kushaldeep Kaur, Advocate.

Mr. Deepak Sabherwal, Advocate,
for respondents No.2 to 4.

ARUN PALLI, J. (Oral)

The petitioner herein has prayed for the following
substantive relief:-

***“CIVIL WRIT PETITION under Articles
226/227 of the Constitutional of India praying for issuance
of a writ, order or direction in the nature of MANDAMUS
directing respondent Nos. 2 to 4 to execute the land
exchange agreement (Annexure P-15 dated 07.01.2019),
the land exchange proposal (Annexure P-11 dated
05.05.2017) of the same having been duly approved by
Worthy Chairman of the respondent No.2, on equal give
and take basis of the petitioner's land and the respondent
No.2's land and deliver the possession of the HSVP's
earmarked land to the petitioner in lieu of the petitioner's
land already delivered to HSVP, within a period of three
months, in the interest of justice.”***

At the outset, learned counsel for respondents No. 2 to 4 has produced a copy of communication dated 01.05.2019, whereby the Estate Officer, HSVP, Jagadhri, communicated to the petitioner that since the ownership/title of the petitioner qua the land in question was not clear, in the circumstances, it was not feasible to execute the Exchange Agreement. The operative part of the said letter, which is retained on record as 'Mark X' reads as thus:

“In view of the above, it is submitted that the titled of land as mentioned in pocket “A” & “C” related to Sanatan Dharam Sabha (Regd.) which is to be exchange with HSVP is not clear with Sanatan Dharam Sabha as mentioned above and in these circumstances, the Exchange Agreement cannot be executed. Hence, the Exchange Agreement as submitted by you is returned herewith. In case you have any clear-cut document regarding ownership of land in your favour, the same may be submitted in this office within 10 days, so that the same can be got verified by this office for taking further action in the mater accordingly.”

Further, as discernible from the communication dated 01.05.2019 (*ibid*), the petitioner was also afforded an opportunity that in case it had any cogent/conclusive document to prove its ownership, it could revert to the authorities within a specified time.

Upon being pointedly asked, if the petitioner ever responded to the said letter to substantiate its claim, learned Senior counsel for the petitioner fairly submits that there is nothing on record to indicate that the petitioner had approached the respondents in this regard.

Faced with this, learned Senior counsel for the petitioner submits that he be permitted to withdraw the petition, so as to enable the petitioner to avail such other remedies, as shall be admissible in law.

Dismissed as withdrawn, with the liberty prayed for.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

02.11.2023
Ak Sharma

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No