

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

110

CWP-23989-2023

Date of Decision : October 20, 2023

IQBAL SINGH

-PETITIONER

V/S

DIRECTOR RURAL DEVELOPMENT AND PANCHAYAT
DEPARTMENT PUNJAB AND OTHER

-RESPONDENTS

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

Present : Mr. G.S. Nagra, Advocate
for the petitioner.

Mr. Maninder Singh, DAG, Punjab.

Mr. B.S. Jaswal, Advocate
for the respondent No.3

SURESHWAR THAKUR, J.(ORAL)

1. Notice of motion.
2. Mr. Maninder Singh, DAG, Punjab, waives service of notice on behalf of the respondents No.1 and 2.
3. Mr. B.S. Jaswal, Advocate, who appears under a memorandum of appearance, waives service of notice on behalf of the respondent No.3.
4. The learned counsel for the petitioner submits, that he would not be contesting the making of the impugned Annexures P-2 and P-4, insofar as the said Annexures being quashed and set aside, thus on the ground, that the eviction decrees, as became passed therebys, are non-est.
5. However, the learned counsel for the petitioner submits, that the challenge to the impugned Annexures (supra) is confined and limited only to the assessment of damages being made by the authority(ies)

CWP-23989-2023

2

concerned, while making dependence upon Rule 20(A), as carried in the Punjab Village Common Lands (Regulation) Rules, 1964, provisions whereof stand extracted hereinafter:-

“20-A. Damages:- (1) *If any person who is a leasee of any land vested or deemed to have been vested in a Panchayat does not deliver to the Panchayat vacant possession of the land immediately after the expiry of the period of lease, he shall for the period he fails to do so, be liable to pay damages to the Panchayat equivalent to twenty times the amount which would have been payable to the Panchayat, had the lease of such land continued during that period.*

(2) *The provisions contained in sub-rule (1) shall be deemed to be one of the terms of each lease of land granted by the Panchayat after the commencement of the Punjab Village Common Lands (Regulation) (Third Amendment) Rules, 1978.”*

6. In making the above submission, the learned counsel for the petitioner submits, that since both the authorities below have made a conclusion, and, that too apt, that the petitioner was in naked unauthorized possession of the disputed lands, but without any lease thereof becoming assigned to him, thereby when the mandate of Rule (supra) is required to be enforced only when there is a lease granted to the leaseholder, after his being declared successful in a public action. Therefore, he submits, that the invocation of the Rule (supra) was *per se* bad and vitiated. Resultantly, he argues, that the impugned Annexures (supra), to the above extent, are required to be quashed and set aside.

7. After hearing the above made argument, this Court is convinced, that it has merit-worthiness, as it is made on a correct appraisal of the orders, which are challenged before this Court.

8. Therefore, when apparently the present petitioner was in naked unauthorized possession of the disputed lands, thereby when the provisions

CWP-23989-2023

3

of Rule (supra) were to be brought into force only when there was assignment of lease to the present petitioner, whereas, there being no such assignment to the present petitioners, therefore, the assessment of damages in terms of Rule (supra) is vitiated, and, to the extent (supra) the writ petition is allowed, and, the impugned order to the extent (supra) is modified. However, liberty is reserved to the Gram Panchayat concerned to claim damages for the period when the present petitioner remained in unauthorized possession of the disputed lands, through invocation of some other remedy.

(SURESHWAR THAKUR)
JUDGE

(KULDEEP TIWARI)
JUDGE

October 20, 2023
devinder

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