

CWP-23301-2023

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-23301-2023

Date of Decision : October 17, 2023

RESHAM SINGH (SINCE DECEASED) THROUGH LR -PETITIONER

V/S

STATE OF PUNJAB AND OTHERS

-RESPONDENTS

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

Present : Mr. Sunny K. Singla, Advocate
for the petitioner.

Mr. Maninder Singh, DAG, Punjab.

Mr. Gurmanpreet Singh, Advocate
for the Caveator/respondent No.4.

SURESHWAR THAKUR, J. (ORAL)

1. The petitioner becomes aggrieved from the concurrently made verdicts of eviction, respectively by the learned Collector concerned, and, by the statutory appellate authority concerned. The said orders are respectively comprised in Annexures P-3, and, in P-16.

2. The learned counsel for the petitioner, does not dispute, that the tenure of the lease has expired in the year 2013. However, the contest raised by the learned counsel for the petitioner, in making a challenge to the validity of the verdicts (supra), is raised *inter alia* on the grounds:- (i) that the Gram Panchayat concerned, through the terms and conditions as embodied in the relevant lease agreement, had undertaken to, in case the disputed lands are auctioned for raising thereons a brick kiln, thereby the petitioner would be assigned a preemptive and privileged right to secure the leases of the disputed lands; (ii) that since the present petitioner has installed a brick kiln

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manufactury at the site concerned, therefore, when in terms of the relevant terms and conditions of the lease agreement, the Gram Panchayat concerned was required to be determining the monetary value of the said installed brick kiln manufactury, at the site concerned, whereas, its omitting to do so, thereby the verdicts of eviction (supra) are required to be quashed and set aside.

3. Insofar as the initial submission (supra) is concerned, the said submission becomes unhinged of its validity, given the learned counsel for the Gram Panchayat concerned, making a submission before this Court, that hereafter the leased land shall not be put to auction, rather for the successful bidder concerned becoming granted a right to raise a brick kiln manufactury thereons.

4. The secondary argument (supra), as relates to there being a breach on the part of the Gram Panchayat concerned, to assess damages, in terms of the conditions (supra), as embodied in the lease agreement concerned, and, that since there is an omission to mete compliance with the said terms and conditions, resultantly thereby, the impugned orders are required to be quashed and set aside, is also liable to be rejected, but, on the hereinafter premise.

5. There is a clear mentioning in the order (Annexure P-3) made by the learned Collector concerned, that the assessment of damages, as made by the S.D.O. Panchayati Raj, was with a malafide motive, and/or, with a collusion with the Sarpanch of the Gram Panchayat concerned. The above fact is also mentioned in the report made by the S.D.M. concerned. Moreover, there is a further reference in the order (supra), that on an inquiry being made, that the amount assessed by the S.D.O. Panchayati Raj, regarding the quantification, in a sum of Rs.45,33,759/-, qua the apparatus existing at the manufactury concerned, is completely erroneous.

6. Since the above determination has been made, but, has been

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declared to be erroneous, therefore, the S.D.O. concerned is directed to make the relevant quantification within a period of one month from today, but, after granting an opportunity of hearing to the petitioner, and, to the Gram Panchayat concerned. Consequently, the above purported breach, vis-a-vis, the condition precedent in the makings of the impugned orders, thus would become mitigated. Resultantly also, thereby the above made contention would lose its vigour.

7. The above made quantified sums shall, within a week of their becoming assessed, be forthwith released to the petitioner. Moreover, if the petitioner has not paid the lease monies, in terms of the relevant lease agreement, thereby the learned Collector concerned is also directed to, after hearing all concerned, determine the arrears of lease monies, besides is also directed to, in the wake of their not becoming liquidated, to the Gram Panchayat concerned, to ensure deposit thereof, besides is also directed to determine the mesne profits, for the period when the petitioner remained in illegal occupation of the disputed lands, after termination of his lease.

8. The impugned order(s) is affirmed and maintained. Disposed of accordingly.

(SURESHWAR THAKUR)
JUDGE

(KULDEEP TIWARI)
JUDGE

October 17, 2023
devinder

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