

IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH.

204 (Eight cases)

Date of Decision: 21.02.2024

(1)CWP-6873-2000 (O&M).

LT. COL. T.S. DHILLON AND ANOTHER

... Petitioners

Versus

UNION OF INDIA AND OTHERS

... Respondents

(2)CWP-7684-2000 (O&M).

VEENA GUPTA & ORS.

Petitioners

Versus

UNION OF INDIA & ORS.

... Respondents

(3)CWP-7679-2000 (O&M).

PREM SAGAR AND ORS.

.. Petitioners

Versus

UNION OF INDIA & ORS.

... Respondents

(4)CWP-7680-2000 (O&M).

BANWARI LAL & ORS.

.. Petitioners

Versus

UNION OF INDIA & ORS.

... Respondents

(5)CWP-7681-2000 (O&M).

SURINDER KUMAR

.. Petitioners

Versus

UNION OF INDIA & ORS.

... Respondents

(6)CWP-7682-2000 (O&M).

ASHOK KUMAR.

.. Petitioners

Versus

UNION OF INDIA & ORS.

... Respondents

(7)

CWP-7683-2000 (O&M).

SURINDER KUMAR & ORS.

.. Petitioners

Versus

UNION OF INDIA & ORS.

... Respondents

(8)

CWP-3524-2001 (O&M).

HARDEV SINGH TOOR AND ANOTHER

.. Petitioners

Versus

UNION OF INDIA & ORS.

... Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present:

None for the petitioner(s).

Mr. F.S. Virk, Advocate for
Mr. Rohit Verma, Advocate,
for respondent No.1/Union of India.

VINOD S. BHARDWAJ, J. (ORAL)

Since the issue involved in the present set of writ petitions is

common, hence, the same are being decided by a common order.

For the facility of reference, facts are being extracted from CWP-6873 of 2000 titled as 'Lt. Col. T.S. Dhillon Vs. Union of India and others.'

Prayer in the present writ petition is for seeking directions to the respondents to implement the decision of the Government of India, Ministry of Food and Consumer Affairs date 15.05.1998 and 20.05.1998 issued to respondent No.2-Food Corporation of India and also communicated to the Punjab Food Corporation of India Godowns Owners' Association.

The grievance espoused in the present writ petition is that the respondent No.2- Food Corporation of India had invited applications from the interested parties who were prepared to construct the godowns on their land, in various States, including the State of Punjab. Pursuant to the said invitation, the petitioners offered to construct godowns as per the specifications and the advertisement published in the Tribune dated 28.02.1978. The godowns with the requisite capacity were complete and upon completion of the said godowns, the Food Corporation of India occupied the same and started storing food grains therein. The period of lease was from 05.03.1979 to 14.03.1984 @ Rs.0.40 per sq. ft. per month. An option was provided to respondent No.2- Food Corporation of India, to extend the lease for a further period of one year on the same terms and conditions that had been agreed upon between the parties. The respondent No.2 - Food Corporation of India, continued to occupy the premises beyond the tenure fixed only for a period of one year and the premises in question was not vacated by respondent No.2. A fresh lease deed was then executed

on 30.10.1986 for a period of three years commencing w.e.f. 15.03.1985 to 14.03.1988 @ Rs.0.50 per sq. ft. per month.

It is contended that the respondents agreed to pay the enhanced rent @ Rs.0.50 per sq. ft. per month i.e. rent for the period 14.03.1984 to 14.03.1985 i.e. after the expiry of the initial agreement, however, the same was disbursed @ Rs.0.33 per sq. ft. per month in violation of the terms of agreement dated 09.05.1979 as per which the rate of rent was @ Rs.0.40 per sq. ft. per month. The terms and conditions were required to remain the same as per the conditions of the original agreement and that the petitioners were entitled to the enhanced rate in terms of the said agreement but the same was not released.

The respondent No.2-Food Corporation of India, has filed its reply wherein it is averred that the Food Corporation of India paid the rent for the infrastructure created and that requisite dues had been paid as per the applicable decisions and guidelines. It is further contended that at the time of institution of the present writ petition, the petitioners had placed reliance upon a pending similar case before this Court in **CWP-12227-1995 titled as 'The Doaba and New Doaba Sainik Associates Vs. The Food Corporation of India and others'** along with other two writ petitions which was fixed before a Division Bench of this Court. It is submitted that the said writ petitions have already been decided by the Division Bench vide order dated 09.01.2014.

There is no representation on behalf of the petitioners.

It is also seen that the petitioners had made a reference to the similar dispute pending before the Division Bench titled CWP-12227-1995 titled as ‘The Doaba and New Doaba Sainik Associates Vs. The Food Corporation of India (supra) in the index of those writ petitions. The said reliance is also reflected from the order dated 29.05.2000 passed by the Division Bench and the writ was ordered to be heard along with the above writ petitions. Hence, the petitioners heavily relied on the similarity of the issue and claim. The same has thereafter been decided vide order dated 09.01.2014 and disposed of as having been rendered infructuous by leaving it open to the petitioners to pursue any other alternative legal remedy, if available, regarding plea of enhancement of godown rent.

The present batch of writ petitions is accordingly disposed of in terms of order dated 09.01.2014 passed in The Doaba and New Doaba Sainik Associates (supra), granting liberty to the petitioners to pursue their other legal remedies, if available, as per law as ordered in the above writ.

Pending, misc. application(s), if any shall also stanwd(s) disposed of accordingly.

A photocopy of the order be placed on the file of connected case.

February 21, 2024
raj arora

(VINOD S. BHARDWAJ
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No