



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

104+237

RSA No.1680 of 1997 (O&M) and
XOBS-1-C-1998
Date of Decision : 23.07.2024

State of Haryana and Others

....Appellants

VERSUS

Hanuman Dass (deceased) through LRs

....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Pankaj Middha, Addl. AG Haryana for the appellants.
Mr. Rajesh Sethi, Advocate of the respondents.

ALKA SARIN, J. (Oral)

CM-6513-C-2024 & CM-7236-C-2024

1. These are applications for bringing on record the legal representatives of the respondent/cross-objector – Hanuman Dass – who is stated to have died.
2. For the reasons stated in the applications, the same is allowed. The legal representatives as mentioned in para 2 of the applications are impleaded as party. Amended memo of parties is taken on record. *Vakalatnama* signed by legal representatives of the respondent/cross-objector has already been appended with the application, which is taken on record.

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3. Learned counsel for the respondent/cross-objectors at the outset states that he does not wish to press the cross-objections (XOBS-1-C-1998). As such, the same are dismissed as not pressed.

4. Present appeal has been preferred by the State of Haryana aggrieved by the judgment and decree dated 01.05.1990 passed by the Trial Court and the judgment and decree dated 24.02.1997 passed by the First Appellate Court.

5. The brief facts relevant to the present *lis* are that the plaintiff-respondent herein filed a suit for declaration against the defendant-appellants pleading therein that the agreements dated 06.06.1980 and 03.07.1980 regarding villages Tapkan and Khanpur Ghatti, District Gurgaon (now Gurugram) executed between him and the defendant-appellants be declared void, ineffective and not binding on his right and that no recovery could be effected by the defendant-appellants on the basis of the impugned agreements from the plaintiff-respondent as well as for consequential relief of permanent injunction that the defendant-appellants be restrained from effecting any recovery. It was averred in the plaint that on 10.04.980 a public auction for grant of contracts under the Punjab Minor Mineral Concession Rules, 1964 framed under Section 15 of the Mines and Mineral (Development and Regulation) Act, 1957 of Road Metal and Masonry Stone of villages Tapkan and Khanpur Ghatti, District Gurgaon was held in the office of the General Manager, District Industries Centre, Faridabad. The highest bids were given by the plaintiff-respondent i.e. Rs.26,500/- for village Tapkan and Rs.43,000/- for village Khanpur Ghatti, which were provisionally accepted and subsequently confirmed. The confirmation was conveyed to the plaintiff-respondent. The plaintiff-respondent accordingly deposited Rs.6,625/- as advance contract money and Rs.6,625/- as security

deposit relating to village Tapkan and Rs.10,750/- as advance contract money and Rs.10,750/- as security deposit regarding the village Khanpur Ghatti on 10.04.1980 in the office of General Manager, District Industries Centre, Faridabad. A sum of Rs.9,000/- was deposited through challan No.26 dated 12.09.1980 in the State Bank of India, Ferozepur Jhirka and a sum of Rs.2000/- was also deposited in the same Bank vide challan dated 24.10.1980 with respect to village Khanpur Ghatti. As per Rule 33 of the Punjab Minor Mineral Concession Rules, 1964 read with Article 299 of the Constitution of India the agreements were required to be executed between the parties and hence the plaintiff-respondent submitted the agreements on the requisite non-judicial stamp-papers for villages Tapkan and Khanpur Ghatti to the General Manager, District Industries Centre, Gurgaon together with three additional copies of the agreement duly signed by him, his sureties and witnesses. On behalf of the defendant-appellants the District Industries Officer, Faridabad signed and sealed the agreements. It was the case set up by the plaintiff-respondent that the agreements were not concluded and were not executed in accordance with the existing provisions of law and the same were not binding on the rights of the plaintiff-respondent. According to the plaintiff-respondent the mandatory requirement of Article 299(1) of the Constitution of India read with notification bearing No.S.O.100/Ca.67/57/S.26/77 dated 22.07.1977 issued by the Commissioner and Secretary to Government of Haryana, Department of Industries, for a valid and binding contract made in exercise of executive powers of the State had not been complied with and the agreements had not

been executed by the person authorized and hence the agreements were not enforceable. Further, the case was that the contracts were required to be signed by the General Manager, District Industries Centre, Gurgaon as he was the only competent authority, however, the same was signed by the General Manager, District Industries Centre, Faridabad. It was further averred in the plaint that the possession was to be delivered to the plaintiff-respondent, however, no specified areas were notified by the Director of Industries, Haryana as per the requirement of Rule 2(J) of the Punjab Minor Mineral Concession Rules, 1964 and since no area was specified he could not enter into the land of people who were total strangers to the contract. The suit was contested by the defendant-appellants on merits stating in the written statement that the agreements were executed in accordance with the existing provisions of law and the same were binding on the plaintiff-respondent. It was further the case set up that prior to carving out of new District Faridabad out of the erstwhile District Gurgaon, the work of mineral concession of old District of Gurgaon was looked after by the Senior District Industries Officer, Faridabad. After the formation of District Industries Centres the designation of Senior District Industries Officer was changed to General Manager, District Industries Centres. After the formation of the separate Districts of Faridabad and Gurgaon, the work of mineral concession was continued to be looked after by the General Manager, District Industries Centre, Faridabad till the posting of regular staff in the office at Gurgaon. It was further the case that the agreements were signed by a competent person. The defendant-appellants further averred that the plaintiff-respondent was

never asked by the Director of Industries, Haryana to deliver the possession of the quarry to the General Manager, District Industries Centre, Faridabad. It was further the case that there was nothing on record to show that any owner had created any obstruction in the mining operations. On the basis of the pleadings of the parties the following issues were framed :

1. Whether the agreements dated 6.6.80 and 3.7.80 are not binding on the plaintiff on the grounds mentioned in the plaint, if so, its effect ? OPP
2. In case issue No.1 is not proved whether termination provocation of impugned assessment are invalid on the grounds mentioned in para No.5 and 8 of the plaint ? OPP
3. Whether the civil court has no jurisdiction to try the present suit ? OPD
4. Whether the suit is time barred ? OPD
5. Whether the plaintiffs are estopped by his own act and conduct to bring the present suit ? OPD
6. Whether the suit is bad for want of notice u/s 80 CPC ? OPD
7. Relief.

6. The Trial Court decreed the suit of the plaintiff-respondent vide judgment and decree dated 01.05.1990. Aggrieved by the same an appeal was preferred by the State of Haryana which was also dismissed by the First

Appellate Court vide judgment and decree dated 24.02.1997. Hence, the present regular second appeal.

7. Learned State counsel for the defendant-appellants would contend that the Courts have erred in decreeing the suit of the plaintiff-respondent. As per State counsel, the agreements were validly executed and that the General Manager, District Industries Centre, Faridabad was authorized to execute the said documents. It is further the contention that the plaintiff-respondent never approached the defendant-appellants pointing out any difficulty in carrying out the extraction of mines and minerals.

8. *Per contra* learned counsel for the plaintiff-respondent has contended that the agreements were not validly signed by the competent person as has been found by the Courts and secondly, since the areas were never identified, it was impossible for the plaintiff-respondent to carry out the work of extraction of mines and minerals.

9. Heard.

10. In the present case pure findings of facts have been returned by both the Courts. It has concurrently been found that the General Manager, District Industries Centre, Faridabad was not the authorized person. Even the cancellation was not by an authorized person. Learned State counsel has not been able to convince this Court nor any document has been shown to the effect that the agreements were validly concluded and were signed by the authorized person or that the cancellation was also by an authorized person. Further still, there is not an iota of evidence on the record to show that any

area was ever identified for carrying out the work of extracting mines and minerals. No other point was argued.

11. In view of the above, I do not find any merits in the present appeal. No question of law, much less any substantial question of law, arises in the present case. The appeal, being devoid of any merits, is accordingly dismissed. Pending applications, if any, also stand disposed off.

(ALKA SARIN)
JUDGE

23.07.2024

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NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO