

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Civil Revision No.2076 of 2023 (O&M)
Date of Decision: 24.04.2024

Bhushan Kumar

...Revisionist-Petitioner

Versus

Indian Red Cross Society & anr.

...Respondents

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Dharam Bir Bhargav, Advocate,
for the revisionist-petitioner.

Mr. Krishan Kanha, Advocate,
for the respondents.

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MEENAKSHI I. MEHTA, J. (ORAL)

Feeling aggrieved by the order Annexure P-4, passed by learned Additional Civil Judge (Senior Division), Mansa (for short 'the trial Court') on 19.09.2022 in **Civil Suit No.588 of 2022** titled as '**Bhushan Kumar vs. Indian Red Cross Society and anr**', whereby the application Annexure P-6, filed by the petitioner-plaintiff (here-in-after to be referred as 'the plaintiff') for seeking the relief of *ad-interim* injunction, has been dismissed and also by the judgment Annexure P-5, rendered by learned District Judge, Mansa (for short 'the Appellate Court') on 31.01.2023, qua the dismissal of the Civil Miscellaneous Appeal, moved by the plaintiff to assail the afore-said order, the plaintiff has preferred the instant revision-petition to lay challenge to the same.

2. Bereft of the unnecessary details, the facts, as emanating from the perusal of the file and culminating in the filing of the present revision-petition, are that the plaintiff filed the above-referred Civil Suit against the respondents-defendants (here-in-after to be referred as ‘the defendants’) for seeking the decree for permanent injunction to restrain them from dispossessing him from the shop in dispute and leasing it out to anyone else except him and also from causing any obstruction in his business, while averring that the afore-mentioned shop had been leased out to him, vide the agreement dated 22.06.2018, for a period of three years which could be extended subject to the enhancement in the lease amount but the defendants had advertised to auction this shop afresh on 19.07.2022 and hence, he was constrained to prefer **CWP No.15222 of 2022** in this Court but vide order Annexure P-3, he was permitted to withdraw the same with liberty to move a representation before defendant No.1 and though, he had moved the representation accordingly but it had not been decided by the defendants before conducting the auction proceedings. The plaintiff had moved the above-referred application along-with the Suit and it had been dismissed vide the impugned order and the Civil Miscellaneous Appeal, as filed by him against the afore-said order, has also been dismissed vide the judgment Annexure P-5, as already discussed in the opening para of this judgment.

3. I have heard learned counsel for the petitioner-plaintiff as well as learned counsel for the respondents-defendants in the instant revision-petition and have also perused the file carefully.

4. Learned counsel for the plaintiff contends that as per the terms and conditions laid down in the Lease Agreement, the plaintiff could opt to

get the lease period extended, after the lapse of the stipulated period of 03 (three) years and he had moved a representation for the above-mentioned purpose, in pursuance of the order Annexure P-3 passed by this Court but the defendants had put the disputed shop to auction to lease it out afresh, without deciding his afore-said representation and in these circumstances, it becomes explicit that the impugned order and the judgment are not legally sustainable and hence, the same are liable to be set-aside.

5. Per-contra, learned counsel for the defendants argues that one Kamaljeet Singh had been leased out the disputed shop, in the auction as held on 19.07.2022 and he had notified to the Deputy Commissioner that he had taken the possession of the above-referred shop on 03.08.2022 and thus, the plaintiff was not in possession thereof on the day of filing the Suit, i.e 04.08.2022 and rather, his prayer for the grant of the relief of *ad-interim* injunction, had already become infructuous by that day and it being so, the present revision-petition deserves dismissal.

6. It goes undisputed between the parties that the disputed shop had been leased out in favour of the plaintiff, by way of auction, for a period of 03 (three) years vide the agreement executed on 22.06.2018 and thus, the afore-said lease period had expired on 21.06.2021, much prior to 19.07.2022, i.e the date as scheduled for holding the auction proceedings to lease out the above-mentioned shop. Though, the plaintiff has averred that he had moved a representation to the defendants for seeking the extension of the lease period but however, the fact remains that he has neither placed the copy of any such representation nor any other document to show the receipt thereof in the office of the defendants, on the file.

7. To cap it all, it has specifically been observed by the Appellate Court in the impugned judgment Annexure P-5 that the afore-named new lessee/allottee had notified to the Deputy Commissioner that he had taken the possession of the shop in dispute on 03.08.2022, meaning thereby that the plaintiff was no more in possession of the above-referred shop on the date of filing the Civil Suit, i.e 04.08.2022 and therefore, he did not have any occasion to seek the relief of *ad-interim* injunction on that day.

8. As a sequel to the fore-going discussion, it follows that the impugned order and judgment, as handed down by both the Courts below, do not suffer from any illegality, irregularity, infirmity or perversity so as to warrant any interference by this Court. Resultantly, the revision-petition in hand, being *sans* any merit, stands dismissed.

24.04.2024
seema

(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: Yes
Whether Reportable: No