



CWP-11125-2020 + 2 cases

-1-

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

228

Date of decision: 21.08.2024

1. CWP-11125-2020

Rajnish Kumar & another ...Petitioners

Versus

State of Punjab & another ...Respondents

2. CWP-4215-2021

Krishan Chand & another ...Petitioners

Versus

State of Punjab & another ...Respondents

3. CWP-12999-2021

Gian Singh & others ...Petitioners

Versus

State of Punjab & another ...Respondents

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

Present : Mr. Vishal Gupta, Advocate,
for the petitioners.

Ms. Niharika Sharma, DAG, Punjab.

VINOD S. BHARDWAJ, J. (Oral)

Involving identical issues, the present batch of writ petitions are being disposed of by a common order. For the facility of reference, the facts are being extracted from CWP-11125-2020.

Prayer in the said writ petition is for directing the respondents to release the lease amount @ Rs.75,000/- per kanal of land annually with enhancement of 5% per annum along with interest from the date of

**CWP-11125-2020 + 2 cases****-2-**

execution of the lease agreement i.e. 15.12.2014 till date.

Learned counsel for the petitioners contends that the petitioners are owners of land measuring 8 kanals 2 marlas mentioned in para 4 of the writ petition. The State of Punjab had issued public notice in various newspapers for taking land on lease for setting up of computerized inter-state check post. The petitioners applied, expressing their willingness to give their land on lease to the State of Punjab, through Commissioner, Excise and Taxation for a period of 21 years. On finding the land suitable, the respondents agreed to take it on lease and a registered lease deed dated 15.12.2014 was executed between the petitioners and the State of Punjab in the office of Sub Registrar, Anandpur Sahib vide Vasika No.1068, Book No.1. As per the terms and conditions of the lease agreement, the petitioner was held entitled to lease money at the rate of Rs.75,000/- per kanal for the total land area measuring 8 kanal and 2 marlas.

He further contends that the possession of the land in question was taken over by the respondents and that the same is still reflected in the occupation of the Government of Punjab and has not been handed back to the petitioners. He places reliance on Khasra Girdawari appended with the petition (Annexure P-8) pertaining to the years Sauni-2021 and Hari-2022 in support of his arguments.

Learned counsel for the respondent-State, on the other hand, contends that the said agreement was executed with the petitioners for setting up of computerized inter-state check post, however, the Information Collection Center/Barrier had been cancelled after coming into force of the

**CWP-11125-2020 + 2 cases****-3-**

Central Goods and Services Tax Act, 2017. Hence, computerized Integrated Check post was not to be installed. A communication was also sent vide memo No. 563, dated 27.11.2020 to the office of the Deputy Commissioner, Rupnagar and the intimation vide memo No.640 dated 28.12.2020 regarding cancellation of lease deed dated 15.12.2014 was also sent to the petitioners to the effect that the check post was not to be installed and that the petitioners are free to do anything on their land and treat the lease as cancelled. She further contends that even though necessary correction was required to be undertaken by the revenue authorities, but the needful has not been done. She contends that no liabilities are thus to be discharged by the respondents and that liability claimed, if any, is a disputed question of fact for which an alternative remedy in the form of an arbitration is available.

I have heard learned counsel for the respective parties and have gone through the documents appended along with the present petition.

Undisputed facts, which emerge from the above are that lease deed had been executed in favour of the department for a period of 21 years on 15.12.2014. Even though the respondents have contended that actual physical possession was not taken over by them, however, they do not dispute the revenue record which still continues to reflect their actual physical possession over the land. Nonetheless, the document Annexure P-6 bearing memo No.640, dated 28.12.2020 is undisputed by the petitioners to have been received by them, as per which the respondents had specifically conveyed to the petitioners that they do not intend to establish

**CWP-11125-2020 + 2 cases****-4-**

the computerized integrated check post and lease deed may be deemed to have been cancelled. It was also conveyed to the petitioners that they are free to make use of their land in any manner. Hence, with effect from the communication of the said letter, the petitioners cannot claim that they were not aware of the specific stand of the respondents. There is nothing on record to suggest that the petitioners had thereafter ever approached the revenue authorities for necessary correction of revenue record and that the same was refused. There also is no averment that the petitioners attempted to take possession of the land and that the same was not allowed by the respondents.

The respondents would, thus, be deemed to be in possession of the land till communication is sent by them about cancellation of the lease deed and informing the petitioners to make use of their land in any manner whatsoever. The respondents, thus, cannot deny their liability for the period during which the possession was handed over to them and there is no communication to the petitioners about cancellation and return of the land

Accordingly, the respondents are directed to pay the lease money, in terms of the lease agreement executed between the parties on 15.12.2014 for the period commencing from the execution of the lease deed till the letter dated 28.12.2020. The dispute, if any, for any further period becomes a disputed question of fact for which an alternative remedy in the form of arbitration clause is prescribed. The petitioners may, if so advised, take recourse of the alternative remedy for any balance period. The period during which the petition remained pending before this Court shall, however, be



CWP-11125-2020 + 2 cases

-5-

taken into consideration while computing limitation, in the event of the petitioners opting to invoke the arbitration clause for settlement of their dues. The amount for the period of 15.12.2014 to 28.12.2020 be released in favour of the petitioners in accordance of the lease deed within a period of three months from the date of receipt of a certified copy of this order, failing which the respondents shall be liable to pay interest @ 6% per annum from the date of institution of the present petition till its actual disbursement.

All the petitions stand disposed of accordingly.

21.08.2024
monika

(VINOD S. BHARDWAJ)
JUDGE

Whether reasoned/speaking:	Yes/No
Whether reportable:	Yes/No