



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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**CWP-1071-2018
Date of decision: 27.09.2024**

RULDU RAM

.....Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

.....Respondents

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

Present: - Mr. Sanjiv Gupta, Advocate with
Mr. Ritik, Advocate
for the petitioner.

Mr. Pankaj Mulwani, DAG, Haryana.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present writ petition is for directing the respondents to release the payment of rent/mesne profit for the premises that was occupied beyond the prescribed tenure of the agreement and to release the arrears alongwith interest @ 12% per annum.

2. Learned Counsel for the petitioner has argued that the petitioner is having a plinth, for rental purpose, in Indira Colony, Tohana, District Fatehabad which was taken on rent by the respondents vide agreement dated 13.04.2010. The guaranteed contracted capacity of the plinth was 20000 metric tonne at a fixed rate of Rs. 5 per metric tonne per month for a period

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of three years. The said contract commenced w.e.f. 13.04.2010 but was extended on 01.04.2013 upto 31.03.2014 and a communication in this regard was sent by the respondent-Department. Thereafter, the petitioner sent a request for continuation of the agreement amongst the parties, since the premises were not vacated. Receipt of the aforesaid request was duly acknowledged by the respondents, however, neither the rent contract was extended nor payment released. Thereafter a communication dated 14.10.2015 was sent by the respondent stating that the plinth of the petitioner had been vacated in the month of June, 2015. It is contended that no information about vacation of the plinth was earlier given to the petitioner and that on physical verification, the said plinth was actually vacated on June, 2015 which can be confirmed through the letter dated 14.10.2015 (Annexure P-4). The petitioner thus claimed that he was entitled to recover an amount of Rs. 25,90,000/- at the rate of Rs. 7 per metric tonne per month against the department but the respondent-department failed to acknowledge the rights of the petitioner. A legal notice dated 08.09.2017 was finally served upon the respondents raising the said claim, however, no decision was conveyed. Hence, the instant writ petition has been filed.

3. A written statement on behalf of the respondents No.1 to 3 had been filed through Parmod Kumar, District Food Civil Supplies & Consumer Affairs Controller, Fatehabad therein the following averments have been made in the preliminary submissions:-

“5. That the petitioner offers the possession of the plinth to the department on successful tenderer and accordingly vides agreement dated 13.04.2010 the department has taken the



plinth under 3 years guaranteed scheme on the rent @ Rs. 5/- per MT/ Month. The copy of agreement is attached herewith as Annexure R-2. It is pertinent to mention here that District Food and Supplies Controller Fatehabad have taken the possession of the plinth from the petitioner after completion of the plinth as per terms and conditions of the agreement w.e.f. 13.04.2010 for a period of 3 year upto 31.03.2013.

6. *That as the plinth was not vacated by the department thereafter the department has extended the terms of the plinth under guarantee scheme for one year only w.e.f. 01.04.2013 upto 31.03.2014 @ Rs. 7/- per MT/Month.*

7. *That as per clause 7 (a) of the terms and conditions of the specification it is specified that "the accepted monthly rent of the plinth at the maximum rate of Rs. 7/- per metric tonne per month or below accepted in the tender, will be paid by the Food & Supplies Department/agency. In case the stock remain in storage beyond contracted /guarantee period, the party shall have no right to get the plinth vacated. Of course the Food & Supplies Department/agency will continue to pay the rent on approved rate on actual storage basis till it is de-hired". It is pertinent to mention here that the department has already issued guidelines that if there is less stock at any plinth then instead of guarantee scheme the rent of the plinth has to be paid on actual basis and accordingly the petitioner was asked to sign on PR 53 and PR 96; but the petitioner has refused to sign on PR 53 and PR 96 as the contract has not been renewed after 31.03.2014 and the department has vacated the plinth in the month of June, 2015 and intimated the petitioner vide letter dated 14.10.2015 Hence, the petitioner is not entitled for any rent under guarantee scheme beyond 31.03.2014."*

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4. The matter came up for hearing on 05.09.2019, when this Court directed the respondents to clarify as to whether the payment for the period stated in the reply has been made to the petitioner or not.

5. In compliance to the said order, an additional written statement by way of an affidavit of Parmod Kumar was filed on 05.11.2019. The operative part of the said affidavit reads thus:-

“4. That now the Department has paid rent to the petitioner w.e.f. 01-04-2014 upto 30-06-2015 on actual storage basis as per the policy of the department which has been relied upon by the petitioner himself in this writ petition as Annexure-P-2. The rent amount calculated for this period according to this policy comes to Rs. 29041-65 and a sum of Rs. 29041/- has been paid to the petitioner through RTGS in the account of the petitioner. That the petitioner is not entitled to any rent after the period 30.06.2015. The detailed calculation of storage charges w.e.f. 01-04-2014 upto 30-06-2015 and RTGS entries are annexed herewith D-1 & D-2. Thus the petitioner is not entitled to rent @ Rs.7/- Per MT/ Per Month as claimed by the petitioner. The detailed reply in this behalf has already been submitted in the earlier reply before the Hon'ble High Court.”

6. It is thus averred that as per the affidavit filed by the respondents, the admitted payment upto 30.06.2015 has already been made by the respondent-Department.

7. Taking into consideration the affidavits that had been filed by the respondents and the fact that the undisputed payment upto June, 2015 has already been paid, I find that no further cause survives in the present writ

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petition. In so far as the reference to the communication dated 14.10.2015 is concerned, the same only acknowledges the lifting of the entire material by the month of June, 2015 and the same does not in any manner suggest that the premises in question was being occupied by the respondent-department even till September, 2015 or October, 2015 as claimed by the petitioner.

8. The present writ petition is accordingly disposed of as having been rendered infructuous. In the event of the petitioner disputing the claims, he shall be at liberty to seek recourse to an appropriate remedy in accordance with law. In such an eventuality, time spent in pursuing the present writ petition shall be construed for computing limitation.

(VINOD S. BHARDWAJ)**JUDGE****SEPTEMBER 27, 2024***Vishal Sharma*

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