

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No.25411 of 2017
Date of decision:14.02.2024

Ram Kishan

....Petitioner

Versus

Chandigarh Administration through Adviser to the Administrator and
others

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr.Shekhar Chaudhary, Advocate
for the petitioner.

Mr. Sanjiv Ghai, Advocate
for respondents-Chandigarh Administration.

VIKRAM AGGARWAL, J.

1. The petitioner was allotted a built up Booth No. 25, Sector 40, Chandigarh, on lease hold basis for a period of 33 years vide allotment letter dated 18.12.2008 (Annexure P-1). The total cost of the land was ₹ 3,61,000/- and the cost of structure was ₹1,53,800/- making the total premium to be ₹5,14800/-. Premium was to be paid in 48 quarterly equated installments of ₹13,000/- each (including 10% interest) within 12 years. In case of non-payment of dues, penal interest at the rate of 20% was to be imposed. A Lease Deed was also required to be executed within one month from the date of allotment. The petitioner could neither execute the Lease Deed nor could he adhere to the schedule of payment. After following the due process, the lease was cancelled on 30.07.2014 (Annexure P-2). 25% of the consideration amount etc., was ordered to be forfeited. Proceedings under the Public

Premises (Eviction of Unauthorized Occupants) Act, 1971 (for short the 'P.P. Act') were initiated. The petitioner challenged the cancellation of lease by way of an appeal whereafter, during its pendency, he deposited a sum of ₹3,00,000/- on 27.01.2016. The appeal was however dismissed on 28.03.2016 (Annexure P-7). The revision petition filed against the said order was also dismissed vide order dated 19.10.2016 (Annexure P-9). Even thereafter, a sum of ₹9,00,000/- was paid by the petitioner on 06.10.2017. By way of the instant writ petition, the petitioner has challenged the order of resumption and the subsequent orders passed in appeal and revision.

2. Noticing the previous proceedings, this Court had passed the following order on 16.11.2023:-

“On 08.11.2017, this Court had passed the following order:-

“Issue notice of motion, returnable on 22.01.2018. Prima facie, it appears that defaults have been made in the payment of the instalments of an amount of about Rs.4 lacs from the year 2009. Even assuming that the petitioner succeeds in persuading the Court or the Authorities to revoke the order of cancellation of lease, the petitioner would have to pay this amount together with interest @ 20% per annum in view of clause 4(a)(iv) of the Letter of Allotment, which would aggregate to over Rs.11 lacs. In the circumstances, the parties including the petitioner shall maintain status quo in respect of the premises till further orders, subject to the petitioner paying the respondents an amount of Rs.12 lacs by 20.11.2017. The respondents shall be entitled to receive the amount without prejudice to their rights and contentions. The deposit of the amount would not entitle the petitioner to claim any equities. Further, in the event of the petitioner losing the petition, the respondents would be at liberty to adjust the said

amount towards the use and occupation of the premises by the petitioner at such price as may be fixed by the Court.”

Concededly, the order, referred to above, has not been complied with. Except a sum of Rs.3 lacs were deposited by the petitioner with the Administration on 21.11.2017, which too were refunded by the respondents. Ex facie, a period of 06 years have gone by.

Learned counsel for the Administration submits that as on 31.08.2022, Rs.27,88,071/- are outstanding against the petitioner and he shall also furnish the details of the total amount due as on today to learned counsel for the petitioner, during the course of the day.

Faced with this, learned counsel for the petitioner prays for a short accommodation to seek necessary instructions in this regard, failing which, appropriate orders shall follow.

Adjourned to 05.12.2023.”

3. Thereafter, on 12.01.2024, this Court passed the following order:-

“Vide letter of allotment dated 18.12.2008, the petitioner was allotted Booth No.25, Sector 40, Chandigarh on lease hold basis. For, he had violated the terms and conditions of the allotment, the Administration cancelled the allotment vide order dated July 30, 2014. This order was affirmed by the appellate authority as well as the revisional authority.

The matter is pending since 2017 before this Court.

Pursuant to our order dated November 16, 2023, learned counsel for the Administration has shared with us the details as regards arrears of outstanding amount against the petitioner, which has been worked out to Rs.30,93,547/- as on 31.12.2023. A copy of the details has also been shared with learned counsel for the petitioner.

Further, he submits that in terms of Clause 8 of the Allotment Letter (P-1), the petitioner was also required to

execute a lease deed within a specified time, which he apparently failed to. Therefore, he submits that if the petitioner is ready and willing to clear all outstanding dues to date and execute the lease deed in terms of clause 8 (ibid), the competent authority can consider his request for restoration of the allotted site.

Accordingly, learned counsel for the petitioner prays for a short accommodation to furnish a specific affidavit in case the petitioner is willing to deposit the entire outstanding amount and execute the lease deed as indicated above.

As prayed, adjourned to 16.01.2024.

To be taken up immediately after the urgents.”

4. Today, an affidavit of the petitioner has filed in the Court and which had been taken on record. As per the same, the petitioner is willing to deposit the entire outstanding amount within a period of two months.

5. Learned counsel for the respondent submits that in terms of the last order, the petitioner would be required to deposit a sum of ₹31,46,475/- if he pays the same by 31.03.2024, whereafter, the site shall be restored. However, in the event of default or if the petitioner fails to deposit the requisite amount within the stipulated limits, the order of cancellation dated 30.07.2014 (P-2) would automatically come in operation.

6. Learned counsel for the petitioner submits that the needful shall be done by 31.03.2024 and the balance amount of ₹31,46,475/- would be deposited on or before the said date.

7. Learned counsel for the parties are *ad idem* that the petition be disposed of in terms of the aforesaid statements made by them.

8. Accordingly, the writ petition is disposed of in terms of the statements made by learned counsel for the parties. Needless to assert that on

deposit of the requisite amount of ₹31,46,475/-, the impugned orders would be deemed to have been set aside and the site would be restored to the petitioner immediately thereafter.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

February 14th, 2024
Rekha

<i>Whether speaking/reasoned :</i>	<i>Yes/No.</i>
<i>Whether reportable :</i>	<i>Yes/No.</i>