

**RSA-2571-2023 (O&M);
RSA-2573-2023(O&M);
RSA-2617-2023 (O&M); and
RSA-2618-2023(O&M)**

2025.PHHC:043948



286(4 CASES)

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

(1) **RSA-2571-2023 (O&M)**

Seeta Gupta

...Appellant

Versus

Market Committee Tohana and others

...Respondents

(2) **RSA-2573-2023(O&M)**

Gulab Singh

...Appellant

Versus

Market Committee Tohana and others

...Respondents

(3) **RSA-2617-2023 (O&M)**

Parveen Kumar

...Appellant

Versus

Market Committee Tohana and others

...Respondents

(4) **RSA-2618-2023(O&M)**

Kishor Kumar

...Appellant

Versus

Market Committee Tohana and others

...Respondents

Date of decision:-25.03.2025

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CORAM: HON'BLE MR.JUSTICE SUVIR SEHGAL

Present: Mr. Munish Kumar Garg, Advocate
for the appellant in all cases.

SUVIR SEHGAL, J.(ORAL)

**CM-8707-C-2023 in
RSA-2571-2023;
CM-8713-C-2023 in
RSA-2573-2023;
CM-8863-C-2023 in
RSA-2617-2023; and
CM-8866-C-2023 in
RSA-2618-2023**

1. For the reasons given therein, all the applications are allowed.
2. Delay in refiling of the appeals is condoned.

MAIN APPEALS

3. This judgment shall dispose of all the four above-noted appeals as they involve common questions of law and fact. For the sake of convenience, factual matrix is being taken from **RSA-2571-2023**.
4. Aggrieved of concurrent finding recorded by two Courts, appellant/plaintiff is in second appeal before this Court.
5. Plaintiff filed a suit for declaration to the effect that legal notice Ex. D1 sent by defendant No.1 is illegal and liable to be set aside and for permanent injunction restraining defendants from demolishing as well as resuming shop No.19 situated in New Anaj Mandi, Tohana. Plead case of the plaintiff is that she had purchased the shop vide

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registered sale deeds dated 01.10.2014 and 09.04.2015. It has been averred that the shop was in two parts and she has not made any alteration in the structure of the shop and is using it as it was originally purchased by her. Claiming that she had not breached any rule or regulation, she has averred that the legal notice Ex. D1 calling upon her to demolish the shop or threatening to resume it, is arbitrary. Upon notice, suit has been contested by the defendants by filing a joint written statement wherein besides taking various preliminary objections, it has been stated that the shop was originally allotted to Bakshi Ram Gupta vide allotment letter dated 06.11.1961 and a conveyance deed was executed on 24.04.2001. On inspection in November, 2011, it was found that the shop had illegal construction. A notice bearing No.1079 dated 16.11.2011 was issued to the LRs of Bakshi Ram Gupta to which they responded by stating that the shop had been sold by them. A complaint was also received by the SDM regarding illegal construction in the shop. During another inspection, it was found that the shop was divided into eight parts in violation of the Haryana State Agricultural Marketing Board (Sale of Immovable Property) Rules, 2000. The shop was found to be sold to six different persons vide sale deed No.2906 dated 30.06.2011 and had even been sold further. Notices were issued to all the persons whose names were mentioned in the conveyance deed for violation of the provisions of the Haryana State Agricultural Produce Markets Act, 1961 and rules framed thereunder. Plaintiff did not file any replication and issues were framed on

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the basis of the pleadings of the parties, who led evidence in support of their respective case. After contest, Trial Court by judgment and decree dated 07.12.2019 dismissed the suit. Plaintiff remained unsuccessful in first appeal, which was rejected by learned Additional District Judge, Fatehabad by judgment dated 08.10.2021 resulting in the institution of the present appeal.

6. I have heard counsel for the appellant and considered his submissions besides analysing documents placed on the record.

7. Undisputedly, shop No.19 was allotted to one Bakshi Ram Gupta vide allotment No.9963 dated 06.11.1961, Ex.D28 read with Annexure A, Ex.D27, which mentions the conditions of sale by allotment. A conveyance deed No.129 dated 24.04.2001, Ex.DB, was executed in favour of the legal heirs of Bakshi Ram Gupta. The allottee was bound by the terms and conditions of the allotment letter. Clause 12 of Ex.D27, which is a part and parcel of allotment letter, Ex.D28, specifically provided that no fragmentation of any building site shall be allowed and Clause 21 provided that the construction, if any, to be carried out will have to be got approved from Colonization Officer. It stands established that the shop had been divided into eight different parts and no prior permission had been sought from the competent authority before partition. Appellant is not in a position to dispute that there has been a fragmentation of the shop and specific condition of the allotment letter have been violated. Plaintiff has stepped into the shoes of the original

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allottee and she is bound by the conditions of the allotment letter. She cannot be permitted to take a plea that she is a *bona fide* purchaser, who did not have any knowledge of mandatory terms. By the impugned notice Ex.D1, thirty days clear notice has been given the plaintiff to demolish the unauthorized construction. Principles of natural justice had been followed before any punitive action can be taken. As there is a breach of the mandatory terms and conditions of the allotment, plaintiff is not entitled to any relief. No interference is called for in the judgments and decrees passed by the Courts below, which are affirmed.

8. Counsel for the appellant is not in a position to dispute that an identical appeal (RSA-2430-2023) filed by one of the subsequent purchasers of shop No.19 has been dismissed by a co-ordinate Bench of this Court by judgment dated 08.01.2024 wherein similar judgments passed by the Courts below were under challenge.

9. Appeals being devoid of merit are dismissed, though with no order as to costs.

10. All the pending miscellaneous applications shall also stand disposed off.

25.03.2025
Brij

(SUVIR SEHGAL)
JUDGE

Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No