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IN THE HIGH COURT OF PUNJAB AND HARYANA

AT CHANDIGARH

CWP-11723-2025 (O&M)
Date of Decision: 29.04.2025

Munish Kumar **. . . . Petitioner**

Vs.

Union Territory, Chandigarh and others
. . . . Respondents

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CORAM: HON'BLE MR JUSTICE SUDHIR SINGH
HON'BLE MR JUSTICE ALOK JAIN

Present: - Mr. Ravinder Rana, Advocate,
for the petitioner.

Mr. Sanjiv Ghai, Advocate and
Ms. Preeti Kashyap, Advocate,
for the respondents.

SUDHIR SINGH, J.

The petitioner has sought issuance of a writ in the nature of Certiorari quashing the order dated 06.12.2016 (Annexure P-9) passed by respondent No.1, rejecting the revision petition filed by him and further for quashing the order dated 25.04.2016 (Annexure P-8) passed by respondent No.2, dismissing the appeal filed by the petitioner as also the order dated 30.07.2014 (Annexure P-7), canceling the booth in question. Further, a writ of Mandamus has been sought for handing over the possession of Booth No.42, Day Market, Sector 43, Chandigarh, to the petitioner.

2. As per the facts on record, the build up Booth No.42, Day Market, Sector 43, Chandigarh was allotted to Suresh Chand and Vinod Kumar (father and brother of the petitioner) in equal share on lease hold basis for 99 years vide allotment letter dated 27.07.2004 for an amount of

Rs.1,05,200/- as total premium. Thereafter, the possession was handed over to them. It is the case of the petitioner that his father had deposited the entire premium amount and other dues i.e., Rs.1,21,599/-, as called upon by the respondent-authorities vide receipts (Annexures P-2 to P-5). It is further averred that in the month of October, 2014, the father of the petitioner received a notice dated 28.10.2014 from respondent No.4, whereby he came to learn that the allotment of the aforesaid booth had been cancelled vide order dated 30.07.2014 passed by the Land Acquisition Officer . The father of the petitioner had preferred an appeal against the said notice, but vide order dated 25.04.2016 passed by respondent No.2, the said appeal was dismissed. The said order was challenged by way of revision petition before respondent No.1. The revision petition was also dismissed vide order dated 06.12.2016. It is further the case of the petitioner that his brother Vinod Kumar died in 2009 whereas his father-Suresh Chand passed away on 09.12.2019. However, during his lifetime, the late father of the petitioner had executed a Will dated 07.12.2019 in favour of the petitioner. It is further asserted that the petitioner was in receipt of a notice dated 15.06.2022 from the office of respondent No.4, in the name of his father intimating therein that the lease of the aforesaid build up Booth was cancelled with effect from 30.07.2014 due to non-execution of lease deed of the said booth and the allottees were directed to vacate the said premises within 15 days, failing which the same would be got vacated by use of force. The petitioner challenged the said notice by way of CWP-16423-2022, but as during the pendency of the said writ petition, possession of the said Booth was taken by the respondent-authorities. Accordingly, he withdrew the said petition with liberty to file a fresh one. Thereafter, the present petition was filed.

3. Learned counsel for the petitioner has vehemently argued that the allotment of the Booth in question has wrongly been cancelled by the respondent-authorities despite the fact that the late father of the petitioner had deposited the entire premium amount of Rs.1,21,599/-. It is further argued that on 02.08.2016 pursuant to receipt of a notice under Section 4(1) of the Punjab Public Premises (Eviction of Unauthorized Occupants) Act, 1971, the father of the petitioner moved the respondent-authorities by way of representation with the request that he was ready to pay the outstanding Government dues and execute the requisite lease deed, but all in vain. It is further argued that as the original allottees i.e., Suresh Chand and Vinod Kumar, both have since expired, the petitioner being the real son of the said Suresh Chand, in whose favour his late father had executed a Will as regard the said Booth, he is ready to deposit all the outstanding dues and execute the lease deed and therefore, a prayer has been made for quashing the impugned orders.

4. Served with the advance copy of the notice, Mr. Sanjiv Ghai, Advocate and Ms. Preeti Kashyap, Advocate, appear for the respondent-authorities and submit that the allottees of the Booth in question had been granted sufficient opportunities to deposit the outstanding Government dues as also to execute the lease deed, but nothing was done by them in this regard, which had left the authorities with no option except to cancel the booth in question and subsequently taking its possession. It is further argued that in the appeal filed by the late father of the petitioner, it was found that sufficient opportunities were given to the allottees to execute the lease deed in terms of Rule 14 (2) of the Lease Hold of Sites & Building Rules, 1973, but despite that, needful was not done. It is further argued that even the

Revisional Authority i.e., Adviser of the Administrator Union Territory, Chandigarh, did not find any substance in the revision filed by the father of the petitioner. Accordingly, a prayer has been made for dismissal of the writ petition.

5. We have heard learned counsel for the parties and have also gone through the paper book.

6. The only question that arises for consideration in the present writ petition is whether the impugned orders passed by the respondent-authorities, suffer from any illegality.

7. The facts as regards the allotment of the Booth in question; issuance of the show cause notice; reply filed thereto by the allottees; passing of the orders by the Estate officer; the Appellate Authority and the Revisional Authority, are not in dispute. As per Clause 8 of the Allotment Letter dated 27.07.2004, the allottees were to execute the requisite lease deed within six months from the date of allotment or in such a manner as may be directed by the Estate Officer. The said clause reads as under;

> "You shall have to execute a lease deed on the requisite on judicial stamp paper within 6 month from the date of allotment or in such a manner as may be directed by the Estate Officer. The stamp duty leviable would be according to prevalent rates and all other expenses in respect of execution/registration of lease deed shall be borne by you. The lease deed on non-judicial stamp papers is to be got typed in triplicate keeping the carbon copies in judicial papers. The reverse page on non judicial stamp paper is to be left blank".

8. Admittedly, no such lease deed was executed by the allottees of the booth in question. As per Rule 14(1) of the aforesaid Rules, the lessee is bound to execute a lease deed in the Forms 'B' and 'C' within six months

from the date of the allotment. Sub Rule (2) stipulates that if the lessee fails to execute the lease deed, the Estate Officer may cancel the lease and forfeit a sum of 25% of the premium. The said Rules read as under;

> "14. **Execution of lease deed**. - (1) After payment of 25% premium or such higher percentage as prescribed under rule 9(2) the lessee shall execute a lease deed in form "B" or "C" as the case may be, in such manner as may be directed by the Estate Officer within six months of the date of allotment/auction or the such further period as the Estate Officer may, for good and sufficient reasons, allow.
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> (2) If the lessee fails to execute a lease deed in accordance with sub-rule (1) of this rule, the Estate Officer may cancel the lease and forfeit a sum upto 25% of the premium:
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> Provided that before taking action under sub-rule (2) of this rule the Estate Officer shall afford a reasonable opportunity to the lessee of being heard."

9. A perusal of the order dated 30.07.2014 passed by the Estate Officer, UT, Chandigarh shows that Suresh Chand (father of the petitioner) had appeared only on one date i.e., 08.01.2014 and it was, thus, observed that sufficient opportunities with effect from 06.11.2013 had been accorded to him to execute the lease deed, but he failed to do so. Even the Appellate and Revisional Authorities, did not find any merit in the case set up by Suresh Chand. The Booth was allotted vide allotment letter dated 27.07.2004. Till 2014, sufficient opportunities had been given to the allottees to execute the lease deed. Even as noticed above, the Estate Officer in his order dated 30.07.2014 had found that Suresh Chand (one of the allottees) came present before him on only one date i.e., 08.01.2014 and did not appear thereafter. Thus, it was concluded that despite having availed sufficient opportunities, the lease deed was not executed. A perusal of the impugned orders passed by

the respondent-authorties would further show that the allottees could not show any reason for condoning the delay either in writing or during the course of arguments. It was further found that despite having enjoyed the fruit of the property since 2004, the allottees did not bother to execute the lease deed.

10. Even during the course of hearing of the present writ petition, the learned counsel for the petitioner could not point out the reason for non-execution of the lease deed, except the fact that both the allottees, have since expired and the petitioner being the son of late Suresh Chand has been bequeathed the share in the said booth by way of a Will executed by late Suresh Chand.

11. We find that the impugned orders passed by the authorities do not suffer from any patent illegality or perversity. Accordingly, finding no merit in the present writ petition, the same is hereby dismissed.

12. Pending application(s), if any, shall also stand disposed of.

(SUDHIR SINGH)
JUDGE

29.04.2025
poonam

(ALOK JAIN)
JUDGE

Whether speaking/reasoned? *Yes/no*
Whether reportable? *Yes/no*