



**CM-6761-LPA-2025
CM-6760-LPA-2025
CM-6762-LPA-2025 in/and
LPA-2698-2025**

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

**(108) CM-6761-LPA-2025
CM-6760-LPA-2025
CM-6762-LPA-2025 in/and
LPA-2698-2025
Date of Decision : November 19, 2025**

Sohan Singh and others .. Appellants

Versus

**The Financial Commissioner, Revenue-cum-Secretary to Government
of Punjab and others .. Respondents**

**CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI
HON'BLE MR. JUSTICE VIKAS SURI**

Present: Mr. A.S. Khinda, Advocate, for the appellants.

HARSIMRAN SINGH SETHI J. (ORAL)

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Present application has been filed seeking condonation of delay of 64 days in filing the appeal.

Keeping in view the averments made in the application, which are duly supported by an affidavit, the application is allowed. Delay of 64 days in filing the appeal is condoned.

CM-6760-LPA-2025

Present application has been filed seeking condonation of delay of 12 days in re-filing the appeal.

Keeping in view the averments made in the application, which are duly supported by an affidavit, the application is allowed. Delay of 12 days in re-filing the appeal is condoned.



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1. In the present appeal, the challenge is to the order dated 07.04.2025 passed by the learned Single Judge in CWP No.495 of 1994 by which, the writ petition filed by the petitioners challenging the order passed by the authorities cancelling the allotment made in favour of the predecessor-in-interest of the petitioners (i.e. Bhagat Ram), has been upheld.

2. It may be noticed that on 25.11.1965, property measuring 14 kanal-11 marlas were sold by way of auction conducted by the Tehsildar (Sales) in favour of Bhagat Ram son of Baru Ram under Rule 5 (i) of the Package Deal Rules, 1962. The said sale was also confirmed by settlement Commissioner. Sh. Bhagat Ram deposited the entire sale price on 09.12.1968 and two sale deeds were executed qua the said auction land purchased by Bhagat Ram. As per the terms and conditions of the said sale, Bhagat Ram could not have sold the land until the deposit of the total sale price or for a period of 10 years, whichever is later whereas, immediately, upon deposit of the sale price, the land was sold by Bhagat Ram on 08.07.1969 and 18.06.1971 which is within the period of 10 years of allotment made in favour of Bhagat Ram. The authorities when became aware of the said fact, the allotment made in favour of Bhagat Ram was cancelled vide order dated 28.09.1978 and the said cancellation of allotment in favour of Bhagat Ram was challenged by the appellant before the learned Single Judge by filing CWP No.495 of 1994. The said writ petition has



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been dismissed on 07.04.2025 by the learned Single Judge recording the finding that the sale in favour of Bhagat Ram was contrary to the terms and conditions of the sale in favour of Bhagat Ram and therefore, upon violation of the said terms and conditions, at the hands of Bhagat Ram, the respondents were well within its right to revoke the allotment of land in favour of Bhagat Ram under the provisions of the Section 10 of Punjab Package Deal Property (Disposal) Act, 1976.

3. Learned counsel for the appellants argues that the appellants were bona fide purchaser from Bhagat Ram for valuable consideration and their interest is protected under Section 41 of the Transfer of Property Act and Bhagat Ram had sold the land in dispute vide sale deed dated 08.07.1968, therefore, any violation of the terms and conditions by Bhagat Ram should not cause prejudice to the appellants, which fact has been ignored by the learned Single Judge while passing the impugned order.

4. We have heard learned counsel for the appellants and have gone through the record with his able assistance.

5. Though, it is being argued that the learned Single Judge has not considered the bona fide purchase by the appellants while passing the order but the said issue has been considered and dealt with by the learned Single Judge starting from paragraph 9 onwards based upon the settled principle of law noticed in paragraph 10 of the impugned order dated 07.04.2025.

6. Learned counsel for the appellants has not been able to rebut the settled principle of law noticed by the learned Single Judge that any violation by the original allottee qua the terms and conditions of the



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allotment as imposed in Memorandum of order dated 25.11.1965 (Annexure R-2) and clause 5 of Conveyance Deed (Annexure R-1) will not give right to the subsequent purchasee to set aside the cancellation of allotment on the ground of bona fide purchase.

7. That being so, the judgment passed by the learned Single Judge has not been shown to be perverse either on facts or on law. Hence, no ground is made out for any interference by this Court in the facts and circumstances of the present case.

8. Accordingly, the appeal is dismissed.

9. Civil miscellaneous application pending if any, also stands disposed of.

(HARSIMRAN SINGH SETHI)
JUDGE

November 19, 2025
harsha

(VIKAS SURI)
JUDGE

Whether speaking/reasoned : Yes
Whether reportable : No