



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
142

Date of decision: 21.05.2026

RSA-717-2025(O&M)

Devinder Kumar Patti
Vs.
National Fertilizer Ltd. & Others
...Appellant(s)
...Respondent(s)

RSA-740-2025(O&M)

Kiran Sharma
Vs.
National Fertilizer Ltd. & Others
...Appellant(s)
...Respondent(s)

RSA-745-2025(O&M)

Jarnail Singh (since deceased) thr LRs
Vs.
National Fertilizer Ltd. & Others
...Appellant(s)
...Respondent(s)

RSA-751-2025(O&M)

Kashmiri Devi
Vs.
National Fertilizer Ltd. & Others
...Appellant(s)
...Respondent(s)

RSA-755-2025(O&M)

Munshi Ram (since deceased) thr LRs
Vs.
National Fertilizer Ltd. & Others
...Appellant(s)
...Respondent(s)



RSA-717-2025 (O&M)

Prithvi Raj (since deceased) thr LRs

Vs.

National Fertilizer Ltd. & Others

Rajinder Kumar Bhardwaj (since deceased) thr LRs

Vs.

National Fertilizer Ltd. & Others

Charanjit Singh

Vs.

National Fertilizer Ltd. & Others

Dharam Singh

Vs.

National Fertilizer Ltd. & Others

Yogesh Vohra & Others

Vs.

National Fertilizer Ltd. & Others

Balram Anand

Vs.

National Fertilizer Ltd. & Others

RSA-758-2025(O&M)

...Appellant(s)

...Respondent(s)

RSA-761-2025(O&M)

...Appellant(s)

...Respondent(s)

RSA-764-2025(O&M)

...Appellant(s)

...Respondent(s)

RSA-795-2025(O&M)

...Appellant(s)

...Respondent(s)

RSA-811-2025(O&M)

...Appellant(s)

...Respondent(s)

RSA-819-2025(O&M)

...Appellant(s)

...Respondent(s)



Arjan Ram

National Fertilizer Ltd. & Others

Vs.

RSA-823-2025(O&M)

...Appellant(s)

...Respondent(s)

Jagjit Singh

National Fertilizer Ltd. & Others

Vs.

RSA-835-2025(O&M)

...Appellant(s)

...Respondent(s)

Ramesh Kumar & Another

National Fertilizer Ltd. & Others

Vs.

RSA-855-2025(O&M)

...Appellant(s)

...Respondent(s)

Jeevan Bala & Another

National Fertilizer Ltd. & Others

Vs.

RSA-864-2025(O&M)

...Appellant(s)

...Respondent(s)

Krishna Vohra & Others

National Fertilizer Ltd. & Others

Vs.

RSA-865-2025(O&M)

...Appellant(s)

...Respondent(s)

Sharwan Kumar/Sharwan Gautam & Anr.

Vs.

RSA-881-2025(O&M)

...Appellant(s)



Vs.

National Fertilizer Ltd. & Others

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present:- Mr. Ranjit Saini, Advocate
for the appellant.

Mr. Vipin Mahajan, Senior Advocate with
Ms. Manju Fulara, Advocate
for the respondents.

NIDHI GUPTA, J.**CM-2546-C-2025 IN RSA-717-2025**

This is an application under Section 5 of Limitation Act for condonation of delay of 43 days in filing the appeal.

After going through the contents of the application, which is supported by affidavit of the appellant, the same is allowed subject to all just exceptions and delay of 43 days in filing the present appeal is condoned.

MAIN CASE

The above-said appeals have been filed by the plaintiffs therein laying challenge to the concurrent judgments and decrees of the learned Courts below whereby respective Suit filed by the appellants for declaration and permanent injunction, has been dismissed by both the Courts below.

2. All of the above-said appeals are being disposed of by this common order as facts and issues involved in all the appeals are identical; all the aforesaid appeals emanate from concurrent judgments of both the District Courts of even date: being judgment and decree dated 21.02.2023 passed by



learned Civil Judge (Junior Division), Nangal, District Rupnagar; and judgment and decree dated 17.08.2024 passed by learned Additional District Judge, Rupnagar; and only the suit property in each appeal is different pertaining to each plaintiff.

3. For the sake of convenience and brevity, the facts and being taken from and parties are being referred to as per their status in RSA-717-2025 titled as “Devinder Kumar Patti Vs. National Fertilizer Ltd. & Others”.

4. Brief facts of the case are that the plaintiffs/appellants had filed Civil Suit seeking: *“.....declaration to effect that lease deed dated 20.02.1964 of plaintiffs starts renewing from 13.09.2010 for another 50 years as per Letter bearing No. FCI/AEO/10 (1)/65/7211-43 dated: 18/22 June 1965; & For declaration that policy guidelines dated February, 17/18,2011 cannot override and supersede the provisions of Transfer of property Act, as well as actions taken by defendants in lieu of policy guidelines are without jurisdiction, null and void, as the plaintiffs are in authorized possession of the SCF No.7, Type II, Sector 2 Naya Nangal Tehsil Nangal District Rupnagar. **Alongwith** consequential relief of permanent injunction restraining the defendants from taking any action to disturb the possession of plaintiffs in the demised premises; **and** also not to take any coercive steps against plaintiffs due to non-payment of huge demand raised by defendants, till the final decision of this case.”*

5. It was the pleaded case of the appellant that initially Fertilizer Corporation of India (FCI) leased out plot measuring 1205 square feet as



described in the plaint, in the name of Sona Ram. Then on 20.02.1964, Lease Deed qua demised shop was executed in the name of Harbans Singh (father of plaintiffs and proforma defendants) for a period of 46 years 6 months 23 days for a rent @ Rs.53.18/- paisa per year. Said lease amount has to be enhanced after every 10 years at the rate of $1/3^{\text{rd}}$ of letting value of site without building. In the late 60's, shopkeepers of Sector 1 and 2 Naya Nangal requested FCI to renew Lease Deed for another 50 years on the expiry of present Lease Deed. Having considered, Management of FCI agreed to renew their Lease Deed for another term of 50 years vide letter FCI/AEO/10(1)/65/7211-43 dt. 18/22 June,1965. Harbans Singh died on 15.12.2007, leaving behind plaintiffs and Proforma defendants as LRs. After his death, plaintiff approached defendant company (FCI) to transfer the Lease Deed in his favour. The plaintiff filed Civil Suit which was decreed; but defendant-Company did not transfer the Lease Deed. Plaintiff is paying all the taxes, lease amount to defendants No.1 to 4 on regular basis without any violation. It was admitted that last amount paid is in 2010. On 26.08.2010, defendant No.3 issued a letter in the name of Harbans Singh for renewal of Lease Deed; in response to which plaintiff applied for renewal vide registered letter dated 07.06.2010 for another 50 years to defendant-Company in view of letter dated 18/22 June 1965.

6. It was contended that plaintiff is under a legitimate expectation that Lease Deed shall be renewed for another 50 years but to utter shock received a notice dated 07.02.2011 from defendant No.4 in the name of late



Harbans Singh mentioning that after expiry of lease the land hereby leased, shall vest with the lessor free of all costs and shall become the absolute property of lessee. Board of Directors of NFL approved the framing of policy guidelines dated February 17/18, 2011 for leasing out the NFL land/property with effect from 01.02.2011, just to make redundant the terms and conditions as laid down in Lease Deed dated 20.02.1964 as well as for its renewal as per letter dated 18/22 June 1965, without giving the due opportunity of hearing to plaintiffs; and defendant-company kept the lease period for 5 years instead of 50 years with further change in the mechanism of yearly lease amount in clear violation of terms and conditions of Lease Deed dated 20.02.1964. It is further averred that Board of Directors have increased rate of rent of shops. Lease rent shall be enhanced at the rate of 20% after a period of five (5) years.

7. Thereafter, the shopkeepers of Sectors 1 and 2 made several representations on 16.02.2011 and 20.04.2011 but to no avail. Then, plaintiff along with other shopkeepers approached this Court by filing CWP No.6159 of 2011 which was dismissed on 12.09.2012. However, in LPA No. 277 of 2013, vide order dated 20.2.2013, this Court directed the NFL Director to consider representations submitted by plaintiff No.1 and other shopkeepers. Accordingly, defendants-Company reduced rent of the demised shop up to 5%.

8. Then plaintiff and other shopkeepers filed Review Application No.RA LP/6/2016 in LPA No.277 of 2013; wherein, the Hon'ble Division Bench of this Court disposed of Review Application with a clarification that since



order dated 20.02.2013 does not deprive the plaintiff and other shopkeepers from resorting to the remedy as may be available in law, it was clarified that if Civil Suit is maintainable, the plaintiff and other shopkeepers may avail such remedy. It was averred that the plaintiffs approached and requested defendant-Company many times to renew the Lease Deed in view of terms and conditions of original Lease Deed as well as for its renewal as per letter dated 18/22 June 1965 and not to take coercive measure against them, but to no avail. Hence, present Suit was filed on 15.09.2016.

9. It is relevant to point out that initially, on an application moved by the respondents under Order 7 Rule 11 CPC, Suit of the plaintiffs came to be rejected vide order dated 07.09.2017; which was upheld by the learned First Appellate Court vide order dated 29.10.2018. However, RSA-1522-2019 filed by the appellants was allowed by this Court vide order dated 28.01.2020; and the Suit came to be restored and put to trial.

10. Upon appraisal of pleadings and oral & documentary evidence adduced by the parties, the Id. Civil Judge (Junior Division), Nangal, Rupnagar dismissed Suit of the plaintiffs vide judgment and decree dated 21.02.2023.

11. The Civil Appeal filed by the appellants was also dismissed by the learned Additional District Judge, Rupnagar vide judgment dated 17.08.2024. Hence, present Second Appeals by the plaintiffs.

12. It is inter alia submitted by learned counsel for the appellants that the learned District Courts could not have held that the Suit of the plaintiff is



barred under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (hereinafter referred to as “the 1971 Act”) as plaintiffs had duly been granted liberty to file Civil Suit vide order dated 21.3.2016 (Annexure A8), passed by a Division Bench of this Court in RA-LP-6-2016 in LPA-277-2013. It is contended that therefore, the learned District Courts were in error in holding that Suit of the plaintiff was barred under the provisions of the 1971 Act.

13. It is further submitted that vide letter dated 18/22 June 1965, the respondent/defendant had agreed to renew lease of the appellants for a period of another 50 years. It is submitted that both the learned District Courts have not considered the fact that admittedly the National Fertilizer Limited was owner of the plot & the cost of construction was charged from the appellants which was multiple times higher than the actual cost of plot. Considering this aspect of the matter, as in those times the appellants being lessee have spent such higher amount on the construction, the respondents after making much deliberation with the Higher Officer of N.F.L had issued letter dated 18/22 June, 1965; and in pursuance thereto the proviso to clause (xii) was incorporated in the parent Lease Deed executed in favour of original allottee, so that the lessee who have spent so much amount may not be deprived from the rights accrued in their favour and they may get renewal of the lease for another 50 years after the expiry of lease period so that they may be compensated for the money spent by them. Since, both the District Courts



have not considered this important aspect of the matter, the judgment and decree passed by learned District Courts deserve to be set aside.

14. It is further submitted that the learned District Courts did not consider the facts which goes to the root of the case that admittedly the respondents were owner of the leased out plot only, as the whole construction was raised at the expenses of the lessee and therefore a consolidated lease amount of plot was fixed. But while framing the new policy the lease amount has been fixed floor wise and per square feet i.e. upon the building as well upon which they have no right in view of proviso to clause (xii) of the parent Lease Deed. The said proviso categorically states that the lessor shall become absolute owner along with building only in case the lessee does not exercise the option of renewal of parent Lease Deed. Since, the appellants admittedly exercised their right to renew Lease Deed as per the proviso to clause (xii), the main clause would have no effect; and therefore, the respondents have no right or authority under law to fix the lease rent upon the building which would not vest with the respondents.

15. It is further reiterated that learned District Courts have gravely erred while not taking into consideration the fact that admittedly the appellants have borne the expenses of construction and the respondents was owner of the plot only. However while framing the new uniform policy, the respondents have kept the present appellants at par with other lessee of other



leased properties owned by the respondents, who have not paid the construction costs and are enjoying the property, construction of which was made by the respondents alone.

16. It is accordingly prayed that *“the judgment and decree passed by learned Civil Judge (Junior Division), Nangal dismissing the suit filed by the appellants and the judgment and decree passed by learned Additional District Judge, Rupnagar dismissing the appeal filed by the appellants be set aside; the suit filed by the appellants be decreed and the present appeal be allowed”*.

17. Per contra, learned Senior Counsel for the respondents vehemently opposes the submissions advanced on behalf of the appellants and submits that concurrent findings of fact have been returned by both the Courts below to the effect that Suit of the plaintiff is not maintainable. The order dated 21.03.2016 (Annexure P8) is being misconstrued by the appellants. Moreover, Lease Deed of 1964 cannot operate till perpetuity. It is accordingly prayed that the present appeals be dismissed being without merit.

18. No other argument is raised on behalf of the parties. I have heard learned counsel and perused the record in detail. I find no merit in the submissions advanced on behalf of the appellants.

19. It has been contended on behalf of the appellants that vide order dated 21.03.2016 (Ex.D9) passed in RA-LP-6-2016 in LPA-277-2013, the appellants had been granted liberty to file Civil Suit; and therefore, learned District Courts were in error in holding that Suit of the plaintiffs was not



maintainable under the provisions of the 1971 Act. However, the said contention of the appellant is based on a misreading of the order dated 21.03.2016. A perusal thereof reveals that no such liberty was granted to the appellants. The Hon'ble Division Bench in the order dated 21.03.2016 has categorically stated as follows: -

“(2) Since the order dated 20.02.2013 does not deprive the applicant/appellants from resorting to the remedy as may be available in law, the application is disposed of with a clarification that if the civil suit is maintainable, the applicant/appellants may avail such remedy.”

(Emphasis added)

20. Thus, the Hon'ble Division Bench has categorically said that plaintiffs are at liberty to file Civil Suit *“if the Civil Suit is maintainable”*. Thus, contention of the appellant that 'liberty' was granted by the Division Bench, is misleading. The District Courts vide concurrent findings have categorically found that the Civil Suit of the plaintiffs is barred under the 1971 Act. Learned counsel for the appellants has not been able to overcome this legal bar.

21. Accordingly, learned trial Court has correctly observed that the Civil suit is not barred by principles of res judicata under Section 11 of the Code of Civil Procedure, 1908 in view of order dated 21.03.2016 (Ex.D-9); whereby the application was disposed of by holding that order dated 20.02.2013 does not deprive the plaintiffs and other shopkeepers from resorting to the remedy as may be available in law; with a clarification that if the Civil Suit is



maintainable, the plaintiff and other shopkeepers may avail such remedy. Ld. Trial Court observed that the intent and spirit behind order dated 21.3.2016 was not that order dated 20.02.2013 should operate as res judicata on a regular suit, 'if' otherwise maintainable. Thus, the same can in no manner be construed as 'liberty' granted to file a suit.

22. By misconstruing the order dated 21.3.2016, plaintiffs filed the present Civil Suit claiming themselves to be in authorized occupation of the suit premises. However, whether possession of the plaintiff is authorized or unauthorized, cannot be considered by Civil Court. Admittedly, eviction proceedings against the plaintiffs are pending before Estate Officer. As such in view of Section 15 of the 1971 Act, the jurisdiction of Civil Court is clearly barred. Under the 1971 Act, it is for the Estate Officer to consider the same as, the suit premises is Public Premises. Person feeling aggrieved by such determination can assail the same in appeal before the Appellate Authority. Suit cannot be entertained by Civil Court in view of bar to jurisdiction of Civil Court. The suit premises being Public Premises, and action taken by the respondents for eviction, jurisdiction of Civil Court stands expressly barred.

23. Furthermore, though it was submitted that the new Policy Guidelines of 2011 are violative of provisions of the Transfer of Property Act, 1881 however, no relevant or specific provision has been quoted, in violation of which the guidelines under challenge for leasing out the property of NFL have been framed. When there is non-compliance of any provision of statute



and a party is aggrieved by the decision of the authorities, it has to resort to the remedy provided under the statute itself. In cases such as the present one, jurisdiction of Civil Court is barred.

24. Even further, letter dated 18/22 June 1965 (Ex.P-2) merely provides for renewal of Lease Deed. This does not mean that Lease Deed has to be renewed at the option of lessee. Even otherwise, the lessor being owner of the suit properties is very much entitled to prescribe terms and conditions of lease. The terms and conditions can only be prescribed by the lessor, and lessee is not entitled to ask for renewal on same terms and conditions.

25. Learned First Appellate Court has further correctly held that there is nothing mentioned in the above renewal clause that the lessee would be entitled to get the Lease Deed renewed on the same terms and conditions of the earlier lease. In case there was such an intent of the parties that the lessor and lessee would be entitled to renew the Lease Deed on the same terms and conditions, there would have been an express condition in this regard in the renewal clause of the Lease Deed. It is preposterous to this Court that the plaintiffs are seeking renewal in terms of the 1964 Lease Deed @ Rs.53.18/- paisa per year. Even further, it is the own admitted case of the appellant that no lease amount has been paid after 2010. The plaintiffs are therefore in illegal occupation of the suit premises. The 1964 Lease Deed cannot operate for perpetuity. Needless to say, respondent being owner of the suit property,



option is open to the respondent/lessor to choose lessee of his own choice, as per its own terms and conditions.

26. As regards contention of the appellant that huge amounts have been spent in raising construction on the suit property, no such credible evidence has been brought to the notice of this Court in this regard by the learned Counsel for the appellant. Even otherwise, in view of the above discussion, it is clear that no right accrues to the appellant.

27. Furthermore, aforesaid concurrent findings of fact cannot be interfered by this Court. This Court in Regular Second Appeal has limited jurisdiction to interfere in the concurrent findings of facts returned by the learned Courts below. The Hon'ble Supreme Court in ***M/s. Shivali Enterprises v. Godawari (Deceased) (SC): Law Finder Doc Id # 2034559*** has held that no matter howsoever incorrect or grossly erroneous the concurrent findings of the learned courts below may be, this Court in the Second Appeal can interfere in the concurrent findings only where there is an error in law or procedure. Further, reliance is also placed upon recent judgment of Hon'ble Supreme Court passed in ***Russi Fisheries P. Ltd. v. Bhavna Seth, (SC) : Law Finder Doc Id # 2880321***, the relevant paras of which read as under:-

“31. It is settled in law that the findings of fact howsoever erroneous, cannot be reopened and disturbed in second appeal which is required to be adjudicated only upon the substantial question of law, if any, arising therein. Thus, the argument that the High Court in second appeal ought to have examined the



evidence to ensure the correctness of the findings of the First Appellate Court has no legs to stand and fails.

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33. In Kashibai w/o Lachiram and Another v. Parwatibai w/o Lachiram and others, (1995) 6 SCC 213, a similar proposition of law was laid down by this Court and it was held that the High Court cannot re-appreciate the evidence and interfere with the findings of facts unless a substantial question of law or a question of law duly formulated is to be decided. The second appeal does not lie on the ground of erroneous findings of facts based on appreciation of the relevant evidence.

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35. Again, in Kulwant Kaur and Others v. Gurdial Singh Mann (Dead) by Lrs and Others, AIR 2001 SC 1273, it was emphasized that the fact remains that in a second appeal, a finding of fact, even if erroneous, will not be disturbed unless it is found that it stands vitiated for want of perversity. No such case for interference has been made out in the present case.”

28. In view of the above, all the present Regular Second Appeals stand dismissed.

29. Pending application(s) if any also stand(s) disposed of.

21.05.2026
Sunena

(Nidhi Gupta)
Judge

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No