

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****CWP-9473-2026 (O&M)****Date of Decision : 17.04.2026**

Charagah Vikas and Welfare Society Mehatpur

... Petitioner

Versus

State of Punjab and Others

... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN**HON'BLE MR. JUSTICE RAMESH CHANDER DIMRI**

Present : Mr. M.S. Dhami, Advocate for the petitioner.

Mr. Aman Dhir, DAG Punjab for respondent Nos.1 and 2.

None for respondent No.3.

Mr. Harsh Aggarwal, Advocate for respondent Nos.4 and 5.

ALKA SARIN, J. (Oral)

1. Present writ petition has been filed for issuance of a writ in the nature of certiorari for quashing the order dated 29.12.2025 (Annexure P-12) passed by respondent No.2-Deputy Commissioner, S.B.S. Nagar being null and void.

2. The brief facts as stated in the present writ petition are that respondent No.3-Gram Panchayat Mehatpur was owner in possession of *Jumla Malkan Hasad Rasad Khewat* being *Charagah* land measuring 396 Kanals 11 Marlas as per Jamabandi for the year 1965-66. Prior to 2013 the Gram Panchayat Mehatpur was not being able to adequately earn from the utilization of the said land and therefore the permanent residents of the village

Mehatpur in *Gram Sabha* passed a resolution dated 10.10.2013 for constitution of Charagah Vikas and Welfare Society Mehatpur for the management of the said land and for proper utilization of the income earned from the land. It is further averred in the writ petition that a society namely, Charagah Vikas and Welfare Society, Mehatpur was registered with the Additional Registrar of Societies, S.B.S. Nagar vide registration certificate dated 04.12.2013 (Annexure P-4). The land measuring 396 Kanals 11 Marlas was leased out vide two separate lease deeds dated 27.12.2013 (Annexures P-5 and P-6) for fish farming for the period from 01.01.2014 to 31.12.2023 @ ₹12,000/- per acre per year with a further increment of 10% in lease money for each subsequent year after two years of the beginning of the said lease period. A complaint was filed by respondent Nos.4 and 5 alongwith some other persons qua the management and working of the petitioner-Society. The said complaint was filed vide enquiry report dated 06.05.2021 (Annexure P-8). The land was once again leased out for another period of 10 years starting 01.01.2024 to 31.12.2033 @ ₹28,000/- per acre per year with annual increment of 5% per acre in the amount of lease money after advertisement in the newspaper for calling of quotations in an open auction vide two separate lease deeds dated 26.12.2023 (Annexures P-9 and P-10). Respondent Nos.4 and 5 filed a writ petition being CWP-18720-2025 titled 'Avtar Singh & Anr. vs. State of Punjab & Ors.' for recovering the *Charagah* land and the lease money from the petitioner-Society. The said writ petition was disposed off vide order dated 23.09.2025 (Annexure P-11) with liberty to the petitioners therein to file a representation before the Deputy Commissioner (respondent No.2 herein) and further with a direction to the Deputy Commissioner to decide the same by passing a speaking order within a period of two months.

Pursuant to order dated 23.09.2025, the impugned order dated 29.12.2025 (Annexure P-12) was passed by respondent No.2-Deputy Commissioner wherein the petitioner-Society was directed to hand over the *Shamlat* land measuring 26 acres to the Gram Panchayat. It was further directed that after enquiry the accountability and responsibility of officers/personnel be fixed and report be submitted to the Deputy Commissioner. Aggrieved by the same, the present writ petition has been filed by the petitioner-Society.

3. Learned counsel for the petitioner would contend that the petitioner is a registered Society which was set up by the *Gram Sabha* vide resolution dated 10.10.2013 (Annexure P-2) as the land was not being able to be utilized in a proper manner. It is further the contention that the amount, which is being generated by leasing the land, is being utilized for the welfare of the village.

4. Per contra learned State counsel has contended that after amendment of Section 2(g)(6) of the Punjab Village Common Lands (Regulation) Act, 1961 vide Punjab Act No.19 of 2022 dated 04.11.2022, the lands reserved for the common purposes of a village under Section 18 of the East Punjab Holdings (Consolidation and Prevention of Fragmentation) Act, 1948 (East Punjab Act 50 of 1948), the management and control whereof vests in the Gram Panchayat under Section 23-A of the aforesaid Act. Learned State counsel would further contend that after the above amendment the land in question vests in the Gram Panchayat and therefore the petitioner-Society was directed to hand over immediate possession thereof to the Gram Panchayat.

5. We have heard learned counsel for the parties.

6. In the present case, strangely as per resolution (Annexure P-2) the *Gram Sabha* passed a resolution simpliciter for setting up a Society,

namely, Charagah Vikas and Welfare Society Mehatpur for the purpose of development of *Charagah* land of the village and for development of the village. The said Society was subsequently registered in 2013. Immediately thereafter, as per the case set up in the writ petition, the land was leased out for a period of 10 years by one Joga Singh being the President of the Society. Though the resolution (Annexure P-2) passed by the *Gram Sabha* states that the Society is to be formed for the development of *Charagah* land and for development of the village, it has been stated in the lease deed that the Society has been authorized to lease the land. Similarly, a second agreement of even date was also entered into. Subsequently, two more agreements had been entered into for leasing out the land on 26.12.2023. Respondent Nos.4 and 5 herein had filed CWP-18720-2025 titled 'Avtar Singh & Anr. vs. State of Punjab & Ors.' which was disposed off vide order dated 23.09.2025 by giving liberty to the petitioners therein to file a representation and further directing the Deputy Commissioner to decide the said representation in a timebound manner.

7. This Court vide order dated 06.04.2026 had specifically directed learned counsel for the petitioner-Society to place on record the audited accounts of the petitioner-Society from 2013 onwards to ascertain as to how the funds of the Society are being utilized for the welfare of the village.

8. Learned counsel for the petitioner has today stated that he is not aware as to whether the accounts of the petitioner-Society are being audited. He has, however, brought certain bank statements of the petitioner-Society from which it cannot be ascertained as to how the amount was being utilized. In the impugned order dated 29.12.2025 it has been noticed that even in the no objection certificate given by Gurnam Singh, former Sarpanch of the Gram

Panchayat for registration and management of Society, it has nowhere been mentioned qua changing of the nature of the land and leasing the same out on contract basis.

9. Further still, Section 2(g)(6) of the Punjab Village Common Lands (Regulation) Act, 1961, which was inserted vide Punjab Act No.19 of 2022 dated 04.11.2022, provides as under :

“(6) lands reserved for the common purposes of a village of 1961 under section 18 of the East Punjab Holdings (Consolidation and Prevention of Fragmentation) Act, 1948 (East Punjab Act 50 of 1948), the management and control whereof vests in the Gram Panchayat under section 23-A of the aforesaid Act. Learned State counsel would further contend that after the aforesaid amendment, the land vests in the Gram Panchayat and therefore, the petitioner-Society was directed to hand over immediate possession of the land to the Gram Panchayat.

Explanation – Lands entered in the column of ownership of record of rights as “Jumla Malkan Wa Digar Haqdarani Arazi Hassab Rasad”, Jumla Malkan” or Mushtarka Malkan” shall be shamilat deh within the meaning of this section”

10. In view of the above amendment, the land in question entered in column of ownership in the record of rights as “Jumla Malkan Wa Digar Haqdarani Arazi Hassab Rasad”, "Jumla Malkan" or "Mushtarka Malkan” would vest in the Gram Panchayat.

11. Keeping in view the totality of the circumstances as narrated

above, neither the petitioner-Society had any right to lease out the land nor does the land vest in the proprietors after the amendment in 2022. In view thereof, we do not find any merit in the present writ petition which is accordingly dismissed. Pending applications, if any, also stand disposed off.

**(ALKA SARIN)
JUDGE**

17.04.2026
jk

**(RAMESH CHANDER DIMRI)
JUDGE**

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO