



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

170.1

CWP-13627-2009(O&M)

Date of decision: 26.02.2026

Bhim Sain Kansal

....Petitioner

Vs.

Punjab State Electricity Board and another

....Respondents

CORAM : HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Sanjeev Gupta, Sr. Advocate assisted by
Mr. Anuj Gupta, Advocate
for the petitioner.

Mr. P.S. Mattewal, Advocate
for respondents No.1 and 2.

Mr. Maninderjit Singh Bedi, Senior Advocate,
Advocate General, Punjab, assisted by
Mr. Nirmaljit Singh Diwana, Senior DAG, Punjab and
Mr. Sangam Garg, AAG, Punjab.

HARSH BUNGER J. (Oral)

Petition herein is, *inter alia*, seeking a writ in the nature of Certiorari, for quashing the letter/notice dated 10.07.2009 (Annexure P-12) along with the demands/calculations (Annexure P-14), whereby an amount of Rs.19,34,964/- has been claimed from the petitioner as arrears in respect of the suit property i.e. shop-cum-flat (S.C.F.) No.7, Shopping Centre, Gurunanak Dev Thermal Plant, Bathinda.

2. Briefly, the respondent No.1 – Punjab State Electricity Board (hereinafter referred to as “PSEB”), has constructed Gurunanak Dev Thermal Plant, Bathinda and along with that, it also owns a shopping centre therein. The PSEB had leased out shops-cum-flats (in short “S.C.F.”) in the

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aforesaid shopping centre at Gurunanak Dev Thermal Plant, Bathinda, through its House Allotment Committee (H.A.C.). One such S.C.F. No.7 was allotted to petitioner – Bhim Sain Kansal in the year 1975.

3. It transpires that respondents– PSEB, filed a petition against petitioner - Bhim Sain Kansal, seeking his eviction from S.C.F. No.7 under the Punjab Public Premises and Land (Eviction and Rent Recovery) Act, 1973 (hereinafter referred to as “1973 Act’), by issuing a notice under Section 4 thereof.

3.1 Sh. Bhim Sain Kansal (petitioner) appeared in the aforesaid eviction proceedings and submitted his reply. Subsequently, the learned Collector passed an eviction order dated 12.05.1987 (Annexure P-3) against the petitioner.

3.2 Feeling aggrieved against the aforesaid eviction order dated 12.05.1987 (Annexure P-3), present petitioner filed an appeal before the learned Commissioner, Ferozepur Division, Ferozepur, which was dismissed vide order dated 01.02.1988 (Annexure P-5).

3.3 Still aggrieved, present petitioner preferred a writ petition bearing CWP No.3029 of 1988 before this Court, wherein an interim order dated 16.01.1989 (Annexure P-7), came to passed, the relevant thereof reads as under:-

“xxx

xxx

xxx

I have considered the facts and circumstances of the case and am of the view that the writ-petition shall deposit double the amount of rent with arrears within two months from today and shall continue paying by every 7th of the calendar month and further file an undertaking within one month that in case



the writ petition is dismissed, the balance amount of rent calculated at the rate of Rs.750/- per month shall be paid with 18 per cent interest from the date of the amount is due till the date of payment. The payment of double the amount of rent is subject to the result of the writ petition.”

3.4 Subsequently, the aforesaid writ petition bearing CWP No.3029 of 1988, came to be dismissed by this Court vide order dated 19.11.2008 (Annexure P-8)

“The petitioner has challenged the Collector's order dated 12.5.87 whereby the petitioner has been ordered to be evicted and the order dated 1.2.88 rejecting his appeal by the Appellate Authority. The petitioner has been ordered to be evicted under the provisions 311 of the Punjab Public Premises and Land (Eviction and Rent Recovery) Act, 1973.

In the reply filed, the respondents have stated that during the pendency of the eviction proceedings, the petitioner represented that he should not be evicted and taking sympathetic view, the respondents-Board decided to lease out the shop in dispute afresh in favour of the petitioner. Accordingly, an offer was made to him for reallocation of the shop on the monthly rent of Rs.750.00 p.m. w.e.f. 1.7.87. This offer has been accepted by the petitioner vide his letter dated 8.7.1988 (Annexure R-1). During the pendency of this petition, in CM No. 16237 of 1988, this court passed inter-locutory order dated 16.1.89 which reads as under:-

“The counsel for the writ-petitioner contends that his client is ready and willing to deposit double the amount of rent which is being already paid.

The counsel for the applicant-Board states that rent at the rate of Rs.750/- per month has been fixed only at the asking and request of the petitioner by a high powered committee constituted by the Board and he says



that dispossession be stayed only on payment of Rs.750/- per month.

I have considered the facts and circumstances of the case and am of the view that the writ petitioner shall deposit double the amount of rent with arrears within two months from today and shall continue paying by every 7th of the Calendar month and further files an undertaking within one month that in case the writ petition is dismissed, the balance amount of rent calculated at the rate of Rs.750/- per month shall be paid with 18% interest from the date the amount is due till the date of payment. The payment of double the amount of rent is subject to the result of the writ petition.

The petition may be heard within two years."

Consequent upon the aforesaid order, the petition filed an undertaking dated 25.1.1989 wherein the petitioner undertook to abide by the order dated 16.1.1989 and also to pay the arrears of rent with interest at the rate of 18% and also prayed for dismissal of the writ petition. It seems that thereafter the writ petition could not be taken up for consideration.

In view of the above circumstances, no further directions are required. Petition dismissed."

3.5 Subsequently, it transpires that vide impugned letter/notice dated 10.07.2009 (Annexure P-12), respondents– PSEB, raised a demand of Rs.19,34,964/- from the petitioner. Thereafter, another letter/notice dated 16.07.2009 (Annexure P-13) was issued to the petitioner along with details of calculation (Annexure P-14).

4. In the aforementioned circumstances, the present writ petition has been filed before this Court, for seeking relief(s), as noticed hereinabove.

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5. On 02.09.2009, following interim order was passed by this Court:-

“Counsel for the petitioner states that if amount of rent is calculated as per directions of this Court in judgment dated 19.11.2008, the amount will come to about Rs.1,52,700/-, however, the authorities are claiming more than Rs.19 lacs, without any justification. By making reference to the document Annexure P14 (i.e. the calculation sheet), counsel states that the amount of rent was enhanced to Rs.1125/- w.e.f. September 1988. Thereafter, it was increased several times, contrary to the directions issued by this Court.

Notice of motion for 26.11.2009.

Subject to petitioner's depositing an amount of Rs.three lacs with the respondents, further proceedings shall remain stayed.”

6. On the other hand, respondents – PSEB, has filed its written statement to the present petition, controverting the stand taken by the petitioner in the writ petition and had prayed for dismissal of the writ petition.

7. In the instant writ petition, the petitioner is primarily disputing the calculations made by the respondent – PSEB, for recovering the arrears of Rs.19,34,964/-. Although along with the instant writ petition, the petitioner have not attached any calculation so as to controvert the calculations submitted by the respondents – PSEB, seeking recovery of arrears from the petitioner.

8. Considering the fact that the proceedings are pending before this Court since more than 15 years and in order to bring *quietus* to the litigation, this Court had requested the respondents - PSEB to settle the

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dispute with the petitioner for a reasonable amount, which is to be recovered from the petitioner, whereupon the learned counsel for the respondents as well as learned Advocate General, Punjab, appeared on 25.02.2026 and had agreed for settling the matter amicably with the petitioner, whereupon learned Senior counsel for the petitioner requested for a day's accommodation to get necessary instructions from the petitioner; accordingly, the matter was adjourned from 25.02.2026 to 26.02.2026.

8.1 Today, the learned Senior counsel appearing for the petitioner submits that the petitioner is not in a capacity to pay any amount.

9. Considering that the petitioner is not willing to settle the dispute amicably with the respondent – PSEB, this Court proceeds to decide the petition.

10. Apparently, in the earlier round of litigation, the eviction order dated 12.05.1987 (Annexure P-3) was passed against the petitioner, which was further affirmed by the learned Commissioner, Ferozepur Division, Ferozepur, vide order dated 01.02.1988 (Annexure P-5). Thereafter, the petitioner had approached this Court by filing a writ petition bearing CWP No.3029 of 1988, which was dismissed vide order dated 19.11.2008 (Annexure P-8).

10.1 Subsequently, the petitioner was served with a demand notice dated 10.07.2009 (Annexure P-12), claiming an amount of Rs.19,34,964/-, followed by another letter dated 16.07.2009 (Annexure P-13) along with details of calculation (Annexure P-14).

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11. Evidently, the petitioner has not submitted any other calculation so as to controvert the calculation (Annexure P-14) submitted by respondents – PSEB.

12. During the course of hearing it was not disputed by the learned Senior counsel for the petitioner that a writ petition challenging a notice is not maintainable unless the said notice is shown to be without jurisdiction.

13. In ***“Executive Engineer Bihar State Housing Board v. Ramesh Kumar Singh and others”***, (1996) 1 SCC 327, the Hon'ble Supreme Court held that for entertaining a writ petition under Article 226 against a show-cause notice, it should be shown that the authority had no power or jurisdiction to enter upon the enquiry in question. In all other cases, it is only appropriate that the party should avail of the alternate remedy and show cause against the same before the authority concerned and take up the objection regarding jurisdiction also, then in the event of an adverse decision, it will certainly be open to him to assail the same either in appeal or revision, as the case may be, or in appropriate cases, by invoking the jurisdiction under Article 226.

13.1 In ***“Special Director and Anr. v. Mohd. Ghulam Ghouse and Anr.”***, (2004) 3 SCC 440, the Hon'ble Supreme Court while considering the question of maintainability to the writ petition under Article 226 of the Constitution of India against the show-cause notice held that writ petition against the show-cause notice issued by Statutory functionaries for violation of the provisions of relevant Acts (in that case FERA and FEMA), is not maintainable unless the Court is satisfied of the nullity of the show-cause notice for want of jurisdiction of the authority concerned to even investigate



the facts. The writ petition challenging the show-cause notice should not be entertained as a matter of routine. The writ petitioner should rather be directed to respond to the notice. Whether the notice was founded on any legal premises is a jurisdictional issue and can be initially adjudicated by the authority issuing the notice.

13.2 In “**Union of India and another v. Kunisetty Satyanarayana**”, **2007 AIR SCW 607**, the Hon'ble Supreme Court held as under:-

"Ordinarily, no writ lies against a charge sheet or show-cause notice. The reason why ordinarily a writ petition should not be entertained against a mere show-cause notice or charge-sheet is that at that stage the writ petition may be held to be premature. A mere charge-sheet or show-cause notice does not give rise to any cause of action, because it does not amount to an adverse order which affects the rights of any party unless the same has been issued by a person having no jurisdiction to do so. It is quite possible that after considering the reply to the show-cause notice or after holding an enquiry the authority concerned may drop the proceedings and/or hold that the charges are not established. It is well settled that a writ lies when some right of any party is infringed. A mere show-cause notice or charge-sheet does not infringe the right of any one. It is only when a final order imposing some punishment or otherwise adversely affecting a party is passed, that the said party can be said, to have any grievance. No doubt, in some very rare and exceptional cases the High Court can quash a charge-sheet or show-cause notice if it is found to be wholly without jurisdiction or for some other reason if it is wholly illegal."

14. At this stage, learned Senior counsel appearing for the petitioner while referring to para Nos.4 and 5 of the writ petition has

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submitted that since the property in question (S.C.F. No.7) falls within the limits of Municipal Committee, Bathinda and East-Punjab Urban Rent Restriction Act 1949, is applicable to Municipal Committee Bathinda, including the shops situated in the Shopping Centre, Guru Nanak Dev Thermal Plant, Bathinda; therefore, the eviction proceedings under the Punjab Public Premises and Land (Eviction and Rent Recovery) Act, 1973 are not maintainable.

14.1 I have considered the aforesaid plea, however, in my considered view, the aforesaid plea of the petitioner cannot be accepted in the light of the law settled by Hon'ble Supreme Court of India in case of **“Ashok Marketing Ltd. v. Punjab National Bank, 1990(2) RCR (Rent) 297**; wherein a larger bench of Hon'ble Supreme Court of India considered the question as to whether the provisions of the Public Premises Act would override the provisions of the Rent Control Act in relation to premises which fall within the ambit of both the enactments.

14.2 After considering various provision under the Public Premises Act, the Rent Act alongwith the objects & reasons of the said enactments and upon noticing various judicial pronouncements, Hon'ble Supreme Court held as under:-

“69. It has been urged by the learned counsel for the petitioners that many of the corporations referred to in Section 2(e)(2)(ii) of the Public Premises Act, like the nationalised banks and the Life Insurance Corporation, are trading corporations and under the provisions of the enactments whereby they are constituted these corporations are required to carry on their business with a view to earn profit, and that there is nothing to preclude these corporations to buy property in possession of



*tenants at a low price and after buying such property evict the tenants after terminating the tenancy and thereafter sell the said property at a much higher value because the value of property in possession of tenants is much less as compared to vacant property. We are unable to cut down the scope of the provisions of the Public Premises Act on the basis of such an apprehension because as pointed out by this Court in **M/s. Dwarkadas Marfatia and Sons v. Board of Trustees of the Port of Bombay, 1989(3) SCC 293** :*

"Every activity of a public authority especially in the background of the assumption on which such authority enjoys immunity from the rigour of the Rent Act must be informed by reason and guided by the public interest. All exercise of discretion or power by public authorities as the respondent, in respect of dealing with tenants in respect of which they have been treated separately and distinctly from other landlords on the assumption that they would not act as private landlords must be judged by that standard."

These observations were made in the context of the provisions of the Bombay Rents, Hotel and Lodging House Rates (Control) Act, 1947 whereby exemption from the provisions of the Act has been granted to premises belonging to the Bombay Port Trust. The consequence of giving overriding effect to the provisions of the Public Premises Act is that premises belonging to companies and statutory bodies referred to in Clauses (2) and (3) of Section 2(e) of the Public Premises Act would be exempted from the provisions of the Rent Control Act. The actions of the companies and statutory bodies mentioned in Clauses (2) and (3) of S.2(e) of the Public Premises Act while dealing with their properties under the Public Premises Act will, therefore, have to be judged by the same standard.

70. For the reasons aforesaid, we are unable to accept the contention of the learned counsel for the petitioners that the



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provisions contained in the Public Premises Act cannot be applied to premises which fall within the ambit of the Rent Control Act. In our opinion, the provisions of the Public Premises Act, to the extent they cover premises falling within the ambit of the Rent Control Act, by override the provisions of the Rent Control Act and a person in unauthorised occupation of public premises under Section 2(e) of the Act cannot invoke the protection of the Rent Control Act...”

15. Considering the totality of circumstances and in the light of the judgments rendered by Hon’ble Supreme Court of India (as noticed above), I am of the considered view that the present writ petition, challenging the notice dated 10.07.2009 (Annexure P-12) and also the demand/calculation (Annexure P-14), is not maintainable; accordingly the present writ petition is **dismissed**. However, leaving it open to the petitioner to challenge the aforesaid demand/calculations (Annexure P-14) by responding to the notice dated 10.07.2009 (Annexure P-12) or by availing his other remedies, in accordance with law.

16. All the pending application(s), if any, shall also stand closed.

(HARSH BUNGER)
JUDGE

26.02.2026
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Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No