



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CWP-PIL-150-2020 (O&M)

Reserved on : 16.04.2026

Pronounced on: 29.05.2026

Uploaded on : 29.05.2026

*Whether only operative part of the judgment is
pronounced or the full Judgment is pronounced:*

Full Judgment

HARINDER DHINGRA

... PETITIONER

Versus

STATE OF HARYANA AND OTHERS

... RESPONDENTS

**CORAM:- HON'BLE MR. JUSTICE SHEEL NAGU, CHIEF JUSTICE
HON'BLE MR. JUSTICE SANJIV BERRY**

Present:- Mr. Karanvir Singh Khehar, Advocate,
for the petitioner.

Ms. Puneeta Sethi, Addl. Advocate General Haryana.
(arguing counsel) and
Mr. Neeraj Gupta, Addl. Advocate General, Haryana.

Mr. Ankur Mittal, Senior Advocate (arguing counsel) with
Ms. Kushaldeep Kaur, Advocate,
Mr. Siddharth Arora, Advocate,
Ms. Ashna Singh, Advocate, and
Ms. Sharvi Dadhwal, Advocate,
for respondent No.5.

Mr. Vijay Kumar Jindal, Senior Advocate (arguing counsel), with

Mr. Aarav Gupta, Advocate and
Mr. Abhishek Shukla, Advocate,
for respondent No.7.

SANJIV BERRY, J.

1. This petition under Article 226 of the Constitution of India had been filed by the petitioner in the form of Public Interest Litigation (PIL) seeking for issuance of writ in the nature of certiorari for quashing the inquiry report dated



08.08.2018 (Annexure P-20) as well as the resolution (Annexure P3-A), lease deed dated 14.12.1999 (Annexure P-4) order passed by Director Panchayat Haryana dated 04.06.2003 whereby the land is approved for sale deed, Sale deed dated 16.06.2003 (Annexure P-7), Sale Deed dated 21.06.2005 (Annexure 7-A), order passed by Assistant Collector Ist Class dated 01.04.2008 (Annexure P-8) and order passed by Deputy Commissioner Gurgaon dated 22.06.2009 (Annexure P-9) and license issued by Country Town and Planning dated 07.10.2017 (Annexure P-11), claiming the same to be in violation of the provisions contained in The Punjab Village Common Lands (Regulation) Act, 1961(hereinafter referred to 'the Act of 1961') and the Rules framed thereunder.

2. In nutshell it is the contentions of the petitioner claiming himself to be a public spirited person that respondent No.6 M/s Janta Filling Station, Sikanderpur Ghosi, Gurugram, a petrol pump of Indian Oil Corporation which was earlier situated at Haili Mandi, was later relocated. On 02.07.1999 Gram Panchayat, Sikanderpur Ghosi by passing resolution, leased out 3000 sq. Yards in Khasra No.420 for a period of 20 years for resettlement of the petrol pump. The Director Panchayat approved leasing of 3000 sq. yards of land in part of khasra No. 420 belonging to Gram Panchayat on rent of ₹40,000/- per acre per year and subsequently, Gram Panchayat registered lease deed in favour of Indian Oil Corporation vide lease deed dated 14.12.1999 (Annexure P-4).

2.1. Thereafter, vide another resolution dated 17.06.2003, the Gram Panchayat also resolved to sell the land to M/s Janta Filling Station (Annexure P3-A). Subsequently, the Director, Panchayat, Haryana vide order dated 04.06.2003 approved, the sale of land measuring 3000 sq. yards, which is shamlat land of Gram Panchayat, Sikanderpur to respondent No.6 vide Annexure P-6, and thereafter the sale deed was accordingly executed on 16.06.2003 (Annexure P-7). The validity of sale of land by Gram Panchayat to Janta Filling



Station-respondent No.6 was upheld by the Assistant Collector Ist Grade vide order dated 01.04.2008 (Annexure P-8), which was not challenged before the Collector or any other competent Court. It is averred that Deputy Commissioner, Gurugram in his letter sent to the Director, Panchayats, Haryana dated 22.06.2009 (Annexure P-9) also upheld the decision of Assistant Collector Ist Grade.

2.2 It is averred that these transactions have been carried out in utter violation of Provisions contained in the Act of 1961. Since the partners of respondent No.6 were not residents of the village and the sale of land was not for the benefit of the Panchayat and is liable to be set-aside. The petitioner, hence sought issuance of writ as prayed for.

3. Upon notice, the respondents contested the claim of the petitioner by filing respective replies, denying the averments made therein as incorrect and contending that the proceedings have been carried out in accordance with provisions of law, the partners or respondent No.6 are residents of the village and sale was for the benefit of the Panchayat as the amount of sale consideration has been utilized for carrying out development work of panchayat. It was further submitted that the sale consideration was three times prevailing the market value of the land and was equal to commercial value prevailing at that time and the entire amount of the sale consideration has been utilized for the benefit of the inhabitants of the village by the Gram Panchayat, and prayed for dismissal of the petition.

4. We have heard learned counsel for the parties and perused the record.

5. It has been *inter alia* contended by learned counsel representing the petitioner that the petitioner by way of instant petition is highlighting the deeds of the Gram Panchayat and other Authorities in leasing out and subsequently



selling the Gram Panchayat's land to respondent No.6 in utter violation of the Provisions contained in the Act of 1964 and the Rules framed therein. He contends that the execution of lease deed and subsequently the sale deed by the Gram Panchayat in favour of respondent No. 6 is in violation of Rule 8(3) of the Punjab Village Common Lands (Regulation) Rules, 1964 (hereinafter referred to as an 'the Rules of 1964) as the partners of respondent No.6 were not the residents of the village.

5.1 He further contends that even the said sale transactions were not for the benefit of the villagers.

5.2 He further contends that even the Municipal Corporation, Gurugram had issued a show cause notice on 02.09.2015 to respondent No.6 seeking vacation of unauthorized encroachment on the land, as respondent No.6 was not authorized to run a petrol pump in the land in question. According to him the land in question was part of Khasra No.420 which is "Gair Mumkin Pahad" and the Authorities in connivance with respondent No.6 have given a clean chit by conducting sham inquiries. In support of his contentions learned counsel for the petitioner referred to the judgment of this Court passed in ***Nafe Singh vs. State of Haryana and others in CWP No. 10526 of 2012 decided on 11.09.2012.*** Hence issuance of writ as prayed for is sought to decide the same.

6. Per contra, learned State counsel representing respondent No.1 to 4 contends that all the proceedings have been carried out in accordance with Rules and Regulations and there had not been any violation of any provisions of the Act of 1961 or the Rules of 1964 framed thereunder. He contends that the sale has been executed in favour of respondent No.6 by the Gram Panchayat after the same have been duly approved by the Director, Panchayats, Haryana in accordance with Rules and finding the same for the benefit of Gram Panchayat and villagers. He contends that the petitioner had not availed the remedies



available under the Act of 1961 but has preferred the instant writ petition, hence prayed for dismissal thereof.

7. Learned Senior Advocate representing the Municipal Corporation, Gurugram-respondent No.5 has also assailed the version of the petitioner to be without any basis. He contends that no illegality by any authority has been committed in the entire transaction. So far as respondent No. 5 is concerned, the land in question originally formed part of 'shamlat deh' of the village, but this area is presently under the jurisdiction of Municipal Corporation, Gurugram since 2008.

7.1 He further submits that although a show cause notice (Annexure P-10) was issued to respondent No.6 claiming unauthorized encroachment in the land of the panchayat but the same was later filed on finding the land duly owned by respondent No.6 and 7. He contends that the order passed by the Assistant Collector Ist Grade has not been challenged by the petitioner before the Competent Authority. Although the same was appealable by any person, hence prayed for dismissal of the petition.

8. Learned Senior counsel representing the contesting respondent No.6 and 7 has vehemently argued that the instant petition is not maintainable as the petitioner instead of availing statutory remedy of appeal provided under the Act of 1961, has filed the instant writ petitioner under Article 226 of the Constitution of India without any basis. He contends that the land in question had been earlier leased out and later sold by the Gram Panchayat to the petitioners under the provision of the Act of 1961 and the Rules framed thereunder, at the market rate. He contends that the sale proceedings were carried out by the Gram Panchayat Haryana, in accordance with law. The earlier complaints preferred by the petitioner have been dealt with by the Authorities. Even the Assistant Collector Ist Grade, vide order dated 01.04.2008 (Annexure P-8) had upheld the sale in



favour of respondent No.6 and decided the proceedings under Section 10-A of the Act of 1961 in favour of the respondent No.6.

8.1 Further, a thorough inquiry was conducted on the complaint moved by the petitioner vide Annexure P-20 by the Deputy Chief Executive Officer, Zila Parishad, Gurugram and the same was recommended to be filed.

8.2 He contends that validity of the sale in question has already been upheld by the Assistant Collector Ist Grade, Gurugram by passing speaking order dated 01.04.2008 (Annexure R6/22) while exercising the jurisdiction under Section 10-A of the Act of 1961 and the same has nowhere been challenged by anyone and has attained finality. Moreover, the resolution passed by Gram Panchayat had approval of the Director Panchayats, Haryana vide order dated 04.06.2003 (Annexure R6/19) passed on the letter Annexure R6/17 wherein it is mentioned that the sale of land was for the purpose that the development work of the Panchayat could be carried out.

8.3 Learned counsel pointed out that the land in question owned by respondent No.6 and 7 falls in Khasra No.420/1/2/3 which is not 'Gair Mumkin Pahad' but "Gair Mumkin Char Diwari va makan" up to the year 1999 and thereafter it is reflected as 'Gair Mumkin Petrol Pump' in the revenue record. He has referred to documents (Annexure R-6/26 to R6/33) to support his claim.

8.4 He has referred to documents Annexure R6/24 and R6/25 showing that the land in question does not fall within the Aravali notification dated 07.05.1992 and contended that no public interest is involved in the instant petition as the petrol pump run by respondent No. 6 is in existence since 1999 and the petition has been filed by the petitioner after much delay and laches in the year 2020.

8.5 He contended that the arguments of the petitioners qua the applicability of the judgment of *Nafe Singh's case supra* is misconceived as the



same pertains to Section 7(A) of the Act of 1961 which was inserted only on 03.01.2008 whereas the matter in question in the present case pertains to lease deed dated 18.11.1999 and sale deed dated 17.06.2003 much prior thereto and such amendments in the Act were to operate prospectively and retrospectively.

8.6 Moreover, the petitioner has not availed the statutory remedy of appeal in challenging the decision taken by the Panchayat under Section 6 of the Act, even the order passed by Assistant Collector Ist Grade under Section 10-A of the Act of 1961 had also attained finality being not challenged from any quarter.

8.7 He contends that the Gram Panchayat had earlier leased out and later sold the land to respondent No.6 in accordance with law after getting approval of the Director Panchayats, Haryana. Both the partners of respondent No.6 were the residents of the village itself and there is categorical stand of the department that the sale consideration received from respondent No.6 was utilized for the benefit of the villagers in various departmental works carried out by the Panchayat. He as such contended that the instant petition has been preferred by the petitioner just to harass the contesting respondent without any basis and that too after an unexplained delay and laches and as such, he is not entitled to any relief as prayed for.

9. After considering the rival contentions and perusing the record, it transpires that the matter in issue pertains to originally leasing out and subsequently selling piece of land measuring 3000 sq. Yards comprising in Khasra No. 420/1/2/3 in Village Sikanderpur Ghosi by the Gram Panchayat. Originally the lease deed was executed in favour of Indian Oil Corporation for setting up of petrol pump by the Gram Panchayat and then in favour of respondent No.6. The lease deed was executed on 14.12.1999 (Annexure P-4) on the basis of resolution passed by the Gram Panchayat on 02.07.1999. The



Director Panchayats, Haryana accorded approval for the leasing out the land of Shamlat for setting up of petrol pump on 05.11.1999 and on the basis thereof, lease deed Annexure P-4 was executed by the Gram Panchayat in favour of respondent No.6 on the rent of ₹40,000/- per acre per year on 14.12.1999.

9.1 Thereafter on 29.03.2001 a show cause notice was issued by Financial Commissioner for withdrawal of the approval vide (Annexure P-5) to which a detailed reply was submitted by respondent No.6- Janta Filling Station on setting up of petrol pump and thereafter a meeting held under the Chairmanship of Deputy Commissioner Gurugram on 01.07.2002 wherein it was decided that if respondent No.6 purchases the land on the market price then the Gram Panchayat may sell it. The resolution, accordingly, was passed by Gram Panchayat on 09.12.2002 which was duly approved by Director Panchayat, Haryana under Rule 8(3) of the Rules of 1964.

9.2 Consequently, the sale deed was executed (Annexure P-7) in favour of respondent No.6 for a sale consideration of ₹90 lacs. Thereafter on 28.08.2006, The Director Panchayats, Haryana initiated the proceedings for cancellation of the sale deed under Section 10-A of the Act of 1961 on which a thorough inquiry was conducted by the Assistant Collector Ist Grade, Gurugram who submitted report Annexure P-8 dated 26.03.2008 wherein it was concluded that respondent No.6 is having two partners namely Anju Goel and Sh. Rattan Lal and both of them found to be residents of the Village Sikenderpur at the time of approval of selling of the land. It was also observed therein that vide resolution No.3 dated 07.03.2007 the Gram Panchayat had received sale consideration of ₹90 lacs from respondent No.6 which has since been incurred on the developmental work of the village and accordingly it was concluded by Assistant Collector Ist Grade, Gurugram that no ground existed for cancellation of the sale deed of the respondent No.6



9.3 Even, thereafter when the area in question fell within the jurisdiction of Municipal Corporation, Gurugram, a show cause notice dated 02.09.2015 (Annexure P-10) for unauthorized encroachment was given to the respondent No.6, which however was filed as is evident from the affidavit filed by respondent No.5 Municipal Corporation that Khasra number in question was reflected in jamabandi as “Gair Mumkin Petrol Pump” owned by respondent No.6 and 7.

9.4 Still further a complaint dated 15.06.2018 was preferred by the petitioner claiming the lease deed in favour of respondent No.6 being illegal and in violation of the provisions of the Act of 1961, whereon inquiry was conducted by the Deputy Chief Executive Officer, Zila Parishad Gurugram vide report Annexure P-20 dated 08.08.2018 holding that the sale deed was executed in favour of respondent No.6, after taking due approval from the Director Panchayats, Haryana and the petrol pump was set up after taking no objection certificates from the various departments. The judgment of Hon’ble Supreme Court is not applicable as the land was never under illegal possession of respondent No.6 who owned the same on the basis of sale deed executed after due permission of the Director Panchayats, Haryana at the prevailing market rate and further it was observed that no loss has been suffered by the Gram Panchayat as the amount of sale consideration so received by the Gram Panchayat has been utilized by it on the developmental work of the village. It was further reported that Khasra No. 420/1/2/3(0-19-15) was reflected in the revenue record as “Gair Mumkin Petrol Pump” and was not “Gair Mumkin Pahad” as claimed by the petitioner.

9.5 Thus, from the above mentioned chronological sequence of events, it is evident that the land in question being part of Shamlat Deh of village Sikanderpur Ghosi was originally leased out to Indian Oil Corporation and then



leased out to respondent No.6 for setting up of petrol pump vide lease deed dated 18.01.1999 by the Gram Panchayat, later land was sold to respondent No. 6 vide sale deed dated 16.06.2003 after taking requisite approval of the Director Panchayats, Haryana in accordance with the provisions of law. It has come on record that the petrol pump is being run on the site in question since 1999.

9.6 Before proceedings further it would be apt to mention here that as per Section 5 of the Act of 1961, all lands vested or deemed to have been vested in a Panchayat under this Act, shall be utilised or, disposed of by the Panchayat for the benefit of the inhabitants of the village concerned in the manner prescribed under the Section.

9.7 Section 6 of the Act of 1961 provides for the provision of appeal by “any person” aggrieved by an act or decision of a Panchayat under Section 5, he may within thirty days from the date of such act or decision, appeal to the Collector who may confirm, reverse or modify the act or decision or make such other order as he thinks to be just and proper..

9.8 Section 6(2) of the Act of 1961 provides that the appellate order of the Collector shall be final.

10. In view of the aforesaid provisions laid down under Section 5 and 6 of the Act of 1961, the right to appeal is even to “any person” who is aggrieved by the act of Gram Panchayat in disposing of part of Shamlat Deh under Section 5 of the Act. In the present case the Gram Panchayat had leased out part of Shamlat Deh comprising khasra No. 420/1/2/3 to Indian Oil Corporation and then to respondent No.6 in 1999 and later after taking due approval of the Director Panchayats, Haryana had sold the same to respondent No.6 vide registered sale deed 16.06.2003 (Annexure P-7). The petitioner if aggrieved could have preferred the appeal to the Collector under Section 6 of the Act which he never did. Although thereafter petitioner filed complaint which as



stated above had been duly dealt with by the Deputy Chief Executive officer, Zila Parishad, Gurugram and submitted report 08.08.2018 recommending the filing of the complaint by upholding the acts of Gram Panchayat in selling of land to respondent No.6 after due approval from Director Panchayats in accordance with law at a market value and that the amount of sale consideration was duly utilized by the Gram Panchayat in the developmental work of the Village and thus there is no violation of Rule 8(3) of the Rules of 1964.

11. Further it is not out of place to mention here that in terms of the order passed by this Court on 15.05.2023, a status report dated 19.12.2023 was filed by Chief Executive Officer, Zila Parishad on behalf of respondent No. 1 to 4 submitting that the area of land in question comprising Khasra No.420/1/2/3(0-19-15) is “Gair Mumkin Petrol Pump” and not “Gair Mumkin Pahad”.

12. Even the permissions dated 19.07.2016 and 26.03.2019 (Annexure R6/24 and R6/25) respectively received from District Town Planner and also the Forest Circle Officer, Gurugram revealed that the land in question was recorded as “Gair Mumkin Petrol Pump”.

13. In the light of the above discussion, it is observed that the Gram Panchayat of the village had allotted part of “Shamlat Deh” land to respondent No.6 by way of lease deed in the year 1999, later with the approval of Director Revenue, Haryana, sold the land vide registered sale deed dated 16.06.2003 (Annexure P-7) for sale consideration of ₹90 lacs at the prevailing market value to respondent No.6. It has come in the inquiry that this amount of sale consideration was utilized by the Gram Panchayat in various developmental work carried out in the village for the benefits of the residents. It has also come on record that both the partners of the respondent No.6 are residents of village as there was no violation of Rule 8(3) as alleged by the petitioners.



14. Moreover the petitioner if aggrieved could have challenged the decision of the Gram Panchayat in either leasing or selling out the property to respondent No.6 in terms of Section 6 of the Act of 1961 which he has never done and filed the instant petition after unexplained delay of many years since the lease was of the year 1999 and the sale was executed in 2003. The petitioner has not been able to point out any infirmity or illegality in the aforesaid transactions carried out by the Gram Panchayat after due approval from the competent authority i.e. Director, Panchayats, Haryana, in accordance with the provisions of law. Even the petitioner has not been able to explain as to any genuine public cause/interest being involved in the present petition which had been filed by him by way of Public Interest Litigation.

15. Therefore, in these circumstances, we are not inclined to further continue with the present petition which require no interference therein. Accordingly, finding no merits in the petition, the same is hereby dismissed,.

16. Miscellaneous applications if any, also stands disposed of.

(SANJIV BERRY)
JUDGE

(SHEEL NAGU)
CHIEF JUSTICE

Dated: 29.05.2026

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i)	Whether speaking/reasoned?	Yes/No
ii)	Whether reportable?	Yes/No