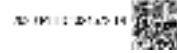


LPA-778-2020 (O&M) &
LPA-652-2021 (O&M)

-1-



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

212 (02 cases)

**CM-2146-LPA-2020 in/&
LPA-778-2020 (O&M)
Date of Decision :17.02.2026**

The State of Haryana and others

...Appellants

Versus

Yogesh Goel and another

....Respondents

**CM-1620-LPA-2021 in/&
LPA-652-2021 (O&M)**

The Municipal Corporation, Karnal

...Appellants

Versus

Yogesh Goel & sons and others

....Respondents

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

Present: Ms. Anu Pal, Addl. A.G. Haryana
for appellant-State.

Mr. Rajender Goyal, Advocate for respondent No.1
in both appeals.

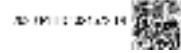
Mr. Ritik Mahindroo, Advocate for
Mr. Vishal Garg, Advocate for respondent No.2
in LPA-778-2020 & for appellant in LPA-652-2021.

* * *

Harsimran Singh Sethi, J. (Oral)

CM-2146-LPA-2020 & CM-1620-LPA-2021

1. Present applications have been filed for condonation of delay in
filing the respective appeal.



2. Keeping in view the averments made in the application, which are duly supported by an affidavit, the applications are allowed. Delay in filing the respective appeals is condoned.

Main cases

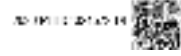
3. In the present appeals, both the State of Haryana and Municipal Council, Karnal has challenged impugned order dated 24.01.2020 passed by the learned Single Judge of this Court in CWP-3587-2014.

3. The only grievance being raised by the appellants in the present appeal is that though, merely on a technical ground, the cancellation of the lease deed of land measuring 122.25 Sq. yards which is in favour of respondent No.1 has been set aside but the liberty to pass appropriate fresh order in accordance with law has not been granted which is causing prejudice.

4. Learned counsel for the appellant-State argues that conduct of the respondent No.1 is to be taken into consideration as no lease money has been deposited by the respondent No.1 so far and on this ground itself lease deed which is in favour of respondent No.1 can be cancelled.

5. Learned counsel for the appellant-State submits that a liberty be given to the appellant-State to pass an appropriate fresh order in accordance with law with regard to the proposal of cancellation of lease deed prospectively.

6. Learned counsel for the appellant-State further submits that liberty be also given to seek the lease money from the respondent No.1 for



the intervening period as the learned counsel for the respondent No.1 submits that the respondent No.1 still holds the possession of the land in question even as of now.

7. Learned counsel for respondent No.1 does not dispute the fact that the land in question is still in possession of respondent No.1 being a lessee but submits that he has no information whether any lease amount has been paid so far up to date or not.

8. Learned counsel for respondent No.1 further submits that in case the lease amount for the intervening period which is to be paid by respondent No.1 has not been paid up to now, the same will be cleared by respondent No.1. within a period of one month from today.

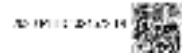
9. Learned counsel for the appellant-State submits that mere clearance of the dues as of now will not condone the act of non-payment of the lease amount by respondent No.1 qua which aspect, action can be taken after giving due notice to the respondent No.1 so as to cancel the lease deed.

10. Keeping in view the totality of the fact and circumstances, a liberty is given to the appellant-State to proceed against respondent No.1 for proposed cancellation of lease deed by giving him due notice. The non-payment of the lease amount for the intervening period, can also be treated as one of the ground for acting against respondent No.1.

11. It is made clear that though, the respondent No.1 has undertaken before this Court to pay the unpaid lease amount upto today but the deposit of the same will not condone the default at the hands of respondent No.1 in

LPA-778-2020 (O&M) &
LPA-652-2021 (O&M)

-4-



any manner. Further, the authorities concerned will pass appropriate fresh order based upon the objections if any, raised by the respondent No.1 to the proposed cancellation of the lease deed.

12. The present appeals are disposed of in above terms.
13. A photocopy of this order be placed on the file of connected cases.

(HARSIMRAN SINGH SETHI)
JUDGE

(VIKAS SURI)
JUDGE

February 17, 2026
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Whether speaking/reasoned : Yes
Whether reportable : No