



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

**LPA No. 687 of 2025 (O&M)  
Date of Decision:02.05.2025.**

**Surinder Paul Singh @ Surinderpal Singh**

**.....Appellant**

**Versus**

**Union of India and others**

**..... Respondents**

**CORAM:- HON'BLE MRS.JUSTICE LISA GILL  
HON'BLE MRS. JUSTICE SUDEEPTI SHARMA**

Present: Mr. S.S.Sohi, Advocate  
for applicant-appellant.

Mr. Vikram Bajaj, Advocate  
for respondents No.1 and 2.

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**LISA GILL, J.**

**CM-1757-LPA of 2025**

Heard.

For reasons mentioned in the application as well as arguments addressed, delay of 42 days in filing the present appeal is condoned subject to just exceptions.

Application is accordingly disposed of.

**LPA No. 687 of 2025**

1. Prayer in this appeal is for setting aside order dated 05.12.2024 passed by learned Single Bench, whereby CWP No. 19390 of 2024 filed by the present appellant has been dismissed.

2. Appellant/writ-petitioner filed CWP No. 19390 of 2024 for setting aside order dated 12.04.2019, passed by Estate Officer, Diesel Loco Modernization Works, Patiala, whereby appellant/writ-petitioner was ordered to be evicted from Shop No. 05/Colony-II, DMW Complex, Patiala. He also sought setting aside of order dated 08.01.2024, passed by the Appellate Authority (Additional District Judge, Patiala), whereby his appeal challenging order dated 12.04.2019 was dismissed.

3. It is a matter of record that a license agreement dated 20.01.1988 (Annexure P-1) was entered into between appellant/writ-petitioner and Union of India/Chief Engineer, Diesel Component Works, Patiala, for temporary occupation of Railway building Shop No. 5, Colony No.II, DMW, Patiala. Rent/occupation fee of the said shop was subsequently increased from time to time and vide communication dated 16.02.2018 it was revised from Rs.2210/- per month to 8002.26/- plus GST per month. Appellant/writ-petitioner, being aggrieved, filed a civil suit before learned Civil Judge (Sr. Division), Patiala, seeking permanent injunction against the respondents from dispossessing him and from recovering the rent due from him at enhanced rates. In the meanwhile, proceedings under Public Premises (Eviction of Unauthorized Occupants), Act, 1971 (for short 'the 1971 Act') were initiated against appellant/writ-petitioner upon which order dated 12.04.2019 was passed. It is recorded in the said order dated 12.04.12019 that appellant/writ-petitioner did not join proceedings despite various notices being served upon him. He was found to be in arrears of rent to the tune of Rs. 2,95,375.37/- calculated up to 31.01.2019. Appeal filed by appellant/writ-petitioner was dismissed, leading to filing of CWP No. 19390 of 2024.

4. Learned Single Bench, on considering the documents on record and hearing arguments, referred to the relevant terms and conditions of the license agreement and found no merit in the grounds as raised by appellant/writ-petitioner. Writ petition was accordingly dismissed.

5. Aggrieved therefrom, present appeal has been filed.

6. Learned counsel for appellant/writ-petitioner vehemently argues that impugned order dated 05.12.2024 has been incorrectly passed without proper appreciation of the controversy at hand. It is argued that appellant had already instituted a civil suit against arbitrary revision of rent. There is no basis for having revised the rent/license fee from 2210/- per month to 8002/- plus GST per month. Moreover, the Estate Officer did not afford any opportunity of hearing to appellant/writ-petitioner before passing order dated 12.04.2019, which is clearly violative of principles of natural justice. Provisions of the 1971 Act are not applicable. It is further submitted that maximum license fee fetched by the respondent-department in the year 2024 for similar premises was about Rs.2327/- per month only. Therefore, enhancement of license fee to Rs.8002/- plus GST per month is absolutely arbitrary. Learned counsel for appellant submits that vacant possession of premises has since been handed over to the respondent and the only question which remains is of rate of license fee/rent. It is thus prayed that present appeal be allowed, impugned order dated 05.12.2024 be set aside and writ petition be allowed as prayed for.

7. Learned counsel for respondents No.1 and 2 has refuted the arguments as raised on behalf of the appellant. It is submitted that appellant has always been in arrears of rent/license fee and the authorities were well within their rights to enhance the license fee/rent in terms Clause 18 of the

License Agreement. It is further submitted that impugned order dated 05.12.2024 has been correctly passed and calls for no interference whatsoever. It is thus prayed that present appeal be dismissed.

8. We have heard learned counsel for the parties, but do not find any ground whatsoever to cause interference in the matter.

9. Factum of license agreement 20.01.1998 (Annexure P-1) being executed between appellant and Union of India/Chief Engineer subsequent enhancement of license fee, default on the part of appellant in deposit are all a matter of record. Relevant terms and conditions of license agreement have been reproduced in para 7 of impugned order dated 05.12.2024, which are not being replicated for the sake of brevity. However, reference to Clause 18 thereof is necessary, the same reads as under:-

“18. That the license or occupation fee provided for the License Agreement shall be liable to be enhanced by the Rly. Administration from time to time at their sole and absolute discretion and the licensee shall be bound to pay the fee at the enhanced rates on receipt of notice of 15 days.”

10. Respondents were thus well within their right to have enhanced the license fee/rent. Licensee is bound to pay the license fee at the enhanced rate upon 15 days of notice by the respondent. The requisite notice in this case was admittedly issued to appellant/writ-petitioner. Argument raised on behalf of appellant/writ-petitioner that increase of license fee/occupation fee is arbitrary or exorbitant remains unsubstantiated. In this respect, learned Single Bench has rightly observed as under:-

“8.9. Another submission has been made by the counsel for the petitioner by referring to license agreement dated 10.04.2024 (Annexure P-9); that shops in the vicinity of the shop in question, has been auctioned by way of license at a meager amount of Rs.2,327/- p.m. and even on that account, the

revision of license fee from Rs.2,210/- p.m. to Rs.8002.26/- plus GST is arbitrary. However, I find no merit in the said submission as the counsel for the petitioner has failed to show from any material as regards the size, situation, locality, condition of the premises and the amenities provided in respect of shop mentioned in agreement dated 10.04.2024 (Annexure P-9) *viz-a-viz* shop in question. That apart, if shops in vicinity of shop in question were available for lesser license fee and the said shop had the same attributes as regards the shop in question, possessed by the petitioner, then the petitioner could have participated in that auction and taken the same by making an appropriate bid.”

11. It is further to be noted that appellant/writ-petitioner had been called upon vide communication dated 16.02.2018 to execute a fresh license agreement, but needful was not done. It is rightly observed by learned Single Bench that perusal of Annexures P-2 and P-3 indicate that appellant/writ-petitioner was in arrears of payment of the license fee. Submission that no opportunity of hearing was afforded to appellant/writ-petitioner by the Estate Officer while passing the eviction order is completely devoid of any merit. It is noted in order dated 12.04.2019 passed by the Estate Officer that notice of hearings to be conducted on various dates i.e., on 28.12.2018, 13.02.2019, 22.02.2019 were served upon appellant/writ-petitioner, but he chose not to join proceedings on the said dates. He had admittedly submitted his reply to the notice, but he still did not associate himself with the proceedings. Therefore, appellant/writ-petitioner cannot turn around to say that no opportunity of hearing was afforded to him.

12. Keeping in view the facts and circumstances as above, we do not find any ground to conclude that revision/enhancement of license fee of

the shop in question is illegal or arbitrary. Impugned orders have been correctly passed.

13. Learned counsel for appellant is unable to point out any illegality, infirmity or perversity in the impugned order dated 05.12.2024, passed by learned Single Bench, which calls for interference by this Court.

14. No other argument has been addressed.

15. Keeping in view the facts and circumstances as above, this appeal is dismissed being devoid of any merit with no order as to cost. Pending application (s), if any, stand (s) disposed of accordingly.

**(LISA GILL )  
JUDGE**

**(SUDEEPTI SHARMA)  
JUDGE**

**May 02, 2025.**

s.khan

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