



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**  
**211**

**RSA-3448-2010(O&M)**  
**Date of decision: 24.04.2025**

**Maha Laxmi Agro Industries Corporation**

**...Appellant(s)**

**Vs.**

**Punjab State Small Industries and Export Corporation Ltd.**

**...Respondent(s)**

**CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Anupam Mathur, Advocate  
for the appellant.

Mr. Suvir Kumar, Advocate  
for the respondent.

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**NIDHI GUPTA, J.**

**CM-13072-C-2014**

This is an application under Order 41 Rule 27 read with Section 151 CPC for placing on record the subsequent events/documents by way of additional evidence.

Notice of motion.

Mr. Suvir Kumar, Advocate accepts notice on behalf of the respondent and submits that he has no objection if the present application is allowed.

After going through the contents of the application and in view of the above undisputed position, present application is allowed and Annexures A2 and A3 are taken on record.

**MAIN CASE**

The plaintiff is in second appeal against the concurrent judgments and decrees of the learned Courts below whereby the suit filed by the plaintiff for declaration that he be declared lessee in possession of the suit plot; and for permanent injunction restraining the defendant from dispossessing the plaintiff, has been dismissed by both the Courts below.

2. The parties shall hereinafter be referred to as per their status before the learned trial Court i.e. the appellant as the “plaintiff” and the respondent as the “defendant”.

3. Brief facts of the case as set out in the plaint, are that plaintiff was allotted plot no.10-B, Focal Point, Moga, measuring 4166.66 sq.yds. by the respondent Corporation vide its letter dated 19.5.78 on lease for 99 years for an amount of ₹83,335/-. The possession was delivered to the plaintiff vide letter No. P.S.S.I.C./C.E/6850 dated 3.6.78. As per terms and conditions of allotment, plaintiff was required to make payment of 20% of the amount within 30 days. However, plaintiff failed to make the necessary payments despite several notices. As such allotment of the plaintiff was cancelled. A civil Suit No. 530 of 26.11.97 was decided on 17.3.98 by the court of Civil Judge, Moga, wherein the possession of the plaintiff was upheld. Arbitration proceeding was decided against defendant. Subsequently, on 10/13.9.1997 defendant-Corporation gave advertisement (Ex.P15) in newspaper Punjab Kesari Jalandhar vide which certain



relaxations were given to the defaulters. In pursuance of the said advertisement plaintiff gave a telegram to the defendant on 16.9.97 requesting the defendant to convey what are the dues against plot No. 10-B and that he was ready to deposit the same. After that again letters were issued to defendants' personal representation to the Chairman of the defendant corporation was made but all in vain. Plaintiff also made several visits to the responsible officers but they with mala fide intention did not allow the plaintiff to avail the opportunity/ facility granted to the defaulter vide advertisement dated 13.9.1997. Defendant filed a petition under Public Premises Act against the plaintiff in the court of S.D.M. Moga which was decided ex parte on 24.2.1995. Appeal pending before Commissioner Ferozepur was illegal, null and void and against principles. The plaintiff always remained ready and willing and still ready and willing to make the entire payment, and he is not liable to be ejected being a lessee in possession in pursuance of the order dated 24.2.1995 but defendants are threatening plaintiff to dispossess him forcibly. Plaintiff requested the defendant not to take law into his own hands but all in vain, hence present Civil Suit was filed on 01.06.1999.

4. Upon notice, the defendant-Corporation had appeared and resisted the suit by filing written statement inter alia submitting therein that the plaintiff was in unauthorized possession of the plot in dispute which is a public premise. The defendant filed a petition under



Section 5 and 7 of the Public Premises and Land (Eviction and Rent Recovery) Act 1973 in the court of S.D.M. exercising the powers of Collector, Moga, and it was allowed by the Collector vide order dated 24.2.1995. Plaintiff filed an appeal before Commissioner Ferozpur also. It was pointed out that even the date for payment was extended up to 15.10.97 where the opportunity to deposit the money was granted to defaulter but the plaintiff failed to deposit the amount due from him. Suit is barred by principle of res judicata because another Civil Suit filed by the plaintiff on the same subject matter has already been decided by the Civil Judge (Junior Division) Moga vide judgment and decree sheet dated 17.3.1998. On merits, it was admitted that plot No. B-10 was allotted and possession given to plaintiff. It is admitted that vide judgment and decree sheet dated 17.3.1998 possession of plaintiff was upheld. But at the same time it was ordered that defendant Corporation would be at liberty to secure his ejection by taking due process of law. Then the proceedings for ejection of the plaintiff was initiated wherein Joint Secretary, Industries-cum-Arbitrator gave his Award dated 5.11.1981 and upheld the cancellation of the allotment. It is submitted that defendant filed eviction proceedings against the plaintiff and it was allowed in favor of the defendant. The remaining averments of the plaint were denied and submitted that suit of the plaintiff is without merit and is liable to be dismissed.



5. Replication was filed by the plaintiff wherein the averments made in the plaint were reiterated and those made in the written statement were denied.

6. On the basis of pleadings of the parties, following issues were framed by the learned trial Court:-

*“1. Whether plaintiff is entitled to declaration as prayed for?OPP.*

*2. Whether the plaintiff is entitled to permanent injunction as prayed for?OPP.*

*3. Whether this court has no jurisdiction to try this suit?OPD.*

*4. Whether the suit is barred by principal of res judicata? OPD*

*5. Relief.”*

7. On the basis of pleadings and oral & documentary evidence adduced by the parties, learned trial Court decided issues No.1 and 2 against the plaintiff and in favour of the defendant; issue No.3 against the defendant; issue No.4 against the plaintiff and in favour of the defendant and accordingly, vide judgment and decree dated 16.01.2008, learned trial Court dismissed the suit of the plaintiff. Appeal filed by the plaintiff was dismissed by the learned lower Appellate Court with special costs of Rs.5,000/- vide judgment and decree dated 21.04.2010; and judgment and decree under appeal was upheld. Hence, present second appeal by the plaintiff.



8. It is submitted by learned counsel for the appellant/plaintiff that in pursuance to the advertisement dated 13.9.1997, the appellant had sent a telegram dated 16.09.1997 to the respondent-Corporation expressing his readiness and willingness to make the entire payment and praying that he is not liable to be ejected being a lessee in possession of the disputed plot. It is repeatedly submitted by learned counsel for the plaintiff that in the present case, the precise relief sought by the appellant was that he be granted a decree for declaration that in view of the policy of the respondent-Corporation dated 13.09.1997 since the appellant was ready and willing to deposit the entire outstanding amount, he could not be ejected in pursuance of the order dated 24.02.1995. The appellant led overwhelming documentary as well as oral evidence to show that he has been requesting time and again to the respondent-Corporation to intimate him the outstanding amount so that the amount is deposited and allotment is regularised. However, the respondent-Corporation in an illegal and mala fide manner did not intimate the total amount due and instead kept the matter pending which necessitated the filing of the present suit. The learned Courts below, thus, have ignored the overwhelming documentary evidence which fact has occasioned failure of justice to the appellant.

9. Learned counsel for the plaintiff further submits that the respondent authorities have restored the allotment made to the appellant



vide letter dated 02.05.2012 (Annexure A2) on payment of dues calculated in terms of the new Policy and on deposit of the entire outstanding amount as claimed by the respondent authorities. In pursuance to which, final order dated 21.12.2012 (Annexure A3) has been passed, restoring the allotment of the plot in favour of the plaintiff however, subject to payment of dues calculated in terms of new Policy (Annexure A2). Learned counsel submits that as the plaintiff had made numerous requests to the respondent-Corporation to intimate him the outstanding amount so that he may deposit the said amount in pursuance to advertisement dated 13.09.1997, the plaintiff is entitled to, and may be permitted to pay outstanding dues in terms of advertisement dated 13.09.1997, and not as per the new Policy of 2012.

10. The said submissions on behalf of the plaintiff are opposed by learned counsel for the defendant-Corporation who submits that it is writ large on the record of the case that the plaintiff was afforded several and numerous opportunities by the defendant-Corporation to clear the outstanding dues. However, the needful was not done by the plaintiff for years together. It is further admitted on instructions that plot of the plaintiff has been restored to him however, the restoration should be in terms of the latest Scheme. It is further pointed out that no evidence has been led by the plaintiff to show that any communications were made by him to the Department for payment of outstanding dues. The plaintiff has



failed to demonstrate his readiness and willingness. Learned counsel accordingly prays for dismissal of the present appeal.

11. No other argument is made on behalf of the parties.

12. I have heard learned counsel for the parties and perused the case file in great detail.

13. Brief facts of the case are that the suit plot describable as Industrial Plot No.10B situated at Focal Point Moga was allotted to the plaintiff vide Allotment Order dated 19.05.1978 (Ex.P4) for a sum of Rs.83,335/-. As per the conditions of the Allotment Letter, the plaintiff was to deposit 20% of the premium price of the plot within 30 days i.e. Rs.16,667/-. However, admittedly, the plaintiff deposited only about Rs.5,667/-. Plaintiff was issued various notices by the defendant being Ex.P4 to Ex.P9 to make the payment due, however, to no avail. In the meantime, the plaintiff filed a Civil Suit No.530 dated 26.11.1997 seeking permanent injunction that the defendant be restrained from dispossessing the plaintiff. Vide judgment and decree dated 17.03.1998 the suit of the plaintiff was decreed. However, in the said suit the court did not express any opinion upon the order of cancellation but passed a decree that the plaintiff would not be dispossessed from the suit property except in due course of law.

14. Accordingly, as the plaintiff had still failed to deposit 20% of the premium price, his allotment was cancelled by the defendant-Corporation vide registered letter dated 29.09.1978 (Ex.D6). Thereupon, the



plaintiff moved for arbitration; in which proceedings Arbitration Award dated 05.11.1981 (Ex.D7) was passed against the plaintiff by Joint Secretary, Industries-cum-Arbitrator and cancellation of allotment was upheld. Thereafter, the defendant filed a petition under Sections 5 and 7 of the Public Premises Act before the Sub-Divisional Magistrate, Moga which was also allowed vide order dated 24.02.1995 (Ex.D15).

15. In the meantime, the defendant issued advertisement dated 13.9.1997, permitting defaulters to make the payment of dues by 30.9.1997. Instead of making the payment even at this stage, the plaintiff instead filed the present suit on 1.6.1999 praying for declaration as lessee in possession of the suit plot; and for permanent injunction restraining the defendant from dispossessing the plaintiff. First and foremost, present suit of the plaintiff was not maintainable as undisputedly. The plaintiff had previously also filed Civil Suit No.530 dated 26.11.1997 seeking permanent injunction in respect of the present suit plot. Moreover, the declaration sought by the plaintiff in the present suit, as Lessee in possession of the suit plot, could not be given as allotment of the suit plot to the plaintiff already stood cancelled vide order dated 29.09.1978 (Ex.D6), which order has never been challenged by the plaintiff.

16. It may also be pointed out that in the present suit the plaintiff had filed an application under Order 39 Rules 1 and 2 CPC which was allowed by the learned trial court vide order dated 10.8.1999. Civil



Appeal No.24 of 11.12.1999 filed by the defendant was dismissed by the learned District Judge, Faridkot vide order dated 27.11.2002. However, the Civil Revision No.1154 of 2003 filed by the defendant-Corporation before this Court was accepted and vide order dated 26.8.2004, the order dated 10.8.1999 was set aside. Said order dated 26.8.2004 passed by this Court read as follows: –

*“The defendant is in revision petition aggrieved against the order passed on an application under Order 39 Rules 1 and 2 filed by the plaintiff-respondent from dispossessing the plaintiff from the plot in question.*

*The plaintiff was allotted plot No.10-B situated at Focal Point, Moga measuring 4166.66 sq. yards on 3.2.1978. However, the allotment of plot allotted to the plaintiff was cancelled on 29.09.1978. The plaintiff earlier filed a suit for permanent injunction for restraining the defendant from dispossessing the plaintiff from the said plot and that the cancellation of the allotment of plot is illegal and void. In the said suit the court has not expressed any opinion upon the order of cancellation but passed a decree that the plaintiff would not be dispossessed from the suit property except in due course of law.*

*Subsequently, the plaintiff filed another suit for declaration to the effect that he is a lessee in possession of the said plot and that the said plot cannot be put to auction. In the said case, the trial court has passed an order of status quo. The appeal against the said order was dismissed as beyond the period of limitation. The present revision is against the order thus passed in second suit.*

*It is pointed out that the S.D.O. (C), Moga has passed an order of ejectment against the plaintiff acting as Collector under the Punjab*



*Public Premises and Land (Eviction and Rent Recovery), Act, 1973 (hereinafter referred as the Act) and therefore, the plaintiff is sought to be ejected in due process of law. It is further submitted that the order of cancellation of allotment has not been challenged by the plaintiff and thus the order of status quo passed by the learned trial court is wholly illegal and without jurisdiction and in fact against the decree passed in favour of the plaintiff on 17.3.1998.*

*The plaintiff has been granted decree for permanent injunction on the basis of his possession on 17.3.1998. Therefore, subsequently a suit for declaration that he is lessee in possession is not maintainable. The plaintiff has no legal right to retain the possession of the plot which was cancelled long time back. The plaintiff can be dispossessed in accordance with eviction order passed by the Collector under the Act.*

*Consequently, the revision is accepted and the order dated 10.08.1999 passed by the learned trial court is set aside as the same is patently illegally causing manifest injustice to the defendant petitioner.”*

17. In pursuance to order of this Court, plaintiff was issued another notice (Ex.P10) vide which he was directed to deposit Rs.70,883/- more being enhancement of compensation. However, the plaintiff failed to deposit the said amount also. Ultimately, notices (Ex.D2 to Ex.D5) were issued to the plaintiff, which were also not complied with by the plaintiff. From the above facts, it is crystal clear that Balance amount was never paid by the plaintiff since 1978 despite grant of innumerable opportunities as enumerated above. The allotment of the plaintiff was cancelled vide registered letter dated 29.09.1978 (Ex.D6); and upheld vide order dated



24.02.1995 (Ex.D15) passed by the SDM Moga. Needless to say, after cancellation of allotment of plot, plaintiff is an unauthorised occupant of the plot in dispute.

18. The only argument made by the plaintiff is that in pursuance to advertisement dated 13.09.1997 vide which certain relaxations were given to defaulters, he had made repeated representations to the defendant to intimate to him the due amount to enable him to clear the dues. Firstly, plaintiff was very well aware of the amount due towards him. As such, if he had wanted to take benefit of the advertisement dated 13.09.1997, as per which he was required to deposit the entire dues on or before 30.09.1997, there was nothing that stood in his way. Yet plaintiff had again failed to deposit the amount with the respondent-Corporation. Clearly, therefore, plaintiff has continued to be in illegal occupation of the suit plot.

19. Moreover, except for the telegram dated 16.09.1997 (Ex.P1), plaintiff has been unable to point out any other document/communication made by the plaintiff to the defendant-Corporation. On the contrary, the record is replete with notices and opportunities granted to the plaintiff by the defendant-Corporation to clear the dues and make payment of the plot in question. It has been specifically deposed by the defendant witnesses that despite numerous extensions of time given to the plaintiff, he continued to default in payment of dues. Vide



letter dated 05.08.1978 (Ex.D3) Plaintiff had requested the defendant-Corporation that some time be given to him for depositing the amount due. In response to which, the defendant had sent a registered letter (Ex.D4) and telegram (Ex.D5) requesting the plaintiff to deposit Rs.10,000/- but plaintiff had failed to do so. Even in the allotment letter, the plaintiff had been given 30 days' time to deposit 20% of the premium amount i.e. Rs.16,667/-, however, the plaintiff had deposited only Rs.5,667/-.

20. The relevant findings of the learned lower Appellate Court are contained in Paras 15 to 18 in judgment and decree dated 21.04.2010, which are as follows:-

*"15. In this case the following facts are not in dispute-*

- (a) Industrial plot No. 10-B was allotted to the plaintiff vide allotment order Ex.P4 dated 19.5.1978 having total area of 4166.66 square yards for a sum of Rs.83,335/-;*
- (b) Plaintiff was directed to deposit 20% premium price of the plot within 30 days.*
- (c) Plaintiff deposited only Rs. 5667/- but he failed to deposit 20% premium price.*
- (d) Plaintiff was issued another notice Ex.P10 vide which he was directed to deposit Rs. 70,883/- more being enhancement of compensation by Hon'ble High Court;*
- (e) Plaintiff failed to deposit this amount also;*
- (f) Ultimately various notices were issued to him for deposit the 20% amount of premium price. The notices are D2 to Ex.D5.*
- (g) When plaintiff failed to deposit 20% of the premises price his allotment was cancelled on 29.9.1978 vide registered letter Ex.D6.*
- (h) Plaintiff moved for arbitration and arbitration award was passed against him by Joint Secretary Industries -cum Arbitrator vide Award dated 5.11.1981/ and cancellation of allotment was upheld by the Arbitrator.*



*(i) The defendant Corporation moved a petition under Sections 5 and 7 of the Act which was decided by the Collector, Moga vide order dated 24.2.1995 (Ex.D15).*

*(j) Plaintiff filed the suit for injunction which was decreed. Defendant filed civil Miscellaneous Appeal No.24 of 11.12.1999 which was decided by learned District Judge Faridkot on 27.11.2002.*

*(k) Defendant Corporation filed Civil Revision No. 1154 of 2003 which was accepted with aforesaid observation.*

*(l) In Civil Suit No. 432 of 1996 plaintiff M/s MahaLaxmi Agro Industries Corporation was restrained from raising construction and was further directed to demolish the structure raised on disputed plot.*

*16. The instant suit has been filed solely on the basis of advertisement issue by defendant corporation in various news papers such as The Tribune dated 13.9.1997 and Punjab Kesari dated 13.9.1997. However, a specific note is given beneath these advertisements that the concession are not applicable in those cancelled/ resumed allotments, where corporation having acquired possession of the plot/building thereon through due process of law. Plaintiff was very well aware with regard to the amount due towards him. If he wanted to take benefit of that advertisement it was his duty to deposit the entire dues on or before 30.9.1997 but he failed to deposit the amount with the defendant corporation, even his allotment has already been canceled. Therefore, he can not take the benefit of advertisement Ex. P17.*

*17. Apart from it, the allotment of the plaintiff has already been canceled vide Ex.D6 and it can not resumed merely by depositing the amount. Besides this, the eviction order has already been issued against him on 24.2.1995.*

*18. Apart from it, the instant suit is not maintainable. He earlier sought the remedy of injunction much after cancellation of allotment and even much after passed of order dated 24.2.1995 by the Collector. Hon'ble High Court in Civil Revision No. 1154 of 2003 has observed that instant suit is not maintainable."*



21. From the above facts, it is clear that the plaintiff has totally failed to establish his bona fide in making the payment to the respondent-Corporation and has continued to be in illegal occupation of the plot since 29.09.1978. As such, no ground whatsoever is made out to grant the prayer of the plaintiff that he may be permitted to make payment as per the advertisement dated 13.9.1997. On the contrary, payment has to be taken from the plaintiff as per the present prevailing rates along with interest.

22. In view of the above, present appeal is **dismissed**.

23. Pending application(s) if any also stand(s) disposed of.

**24.04.2025**

Sunena

**(Nidhi Gupta)**

**Judge**

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No