
(2000) 07 P&H CK 0173

In the Punjab And Haryana At Chandigarh

Case No : Civil Writ Petition No. 19328 of 1997

Gram Panchayat, Nurkherian

APPELLANT

Vs

Joint Development Commissioner (IRD), Punjab

RESPONDENT

Date of Decision : 17-07-2000

Acts Referred:

Punjab Village Common Lands (Regulation) Act, 1961 — Section 10

Citation : AIR 2000 P&H 300

Hon'ble Judges : Jawahar Lal Gupta, J;J.S. Narang, J

Bench : Division Bench

Advocate : Mr. Gurcharan Singh, for the Appellant; Mr. Arun Jindal and Mr. Vivek Suri, for the Respondent

Judgement

Jawahar Lal Gupta, J.—On August 8, 1994, the petitioner-Gram Panchayat gave the land on lease to respondent No. 4 for a period of five years. The 4th respondent had to use the land for running a brick-kiin. Respondent No. 3 filed a petition before the Collector u/s 10-A of the Punjab Village Common Lands (Regulation) Act, 1961, for the cancellation of the lease. He alleged that there was no proper publicity. It was further alleged that the land was cultivable and could not have been given for a brick-kiln,

2. The Collector, Patiala, gave notice to the parties. On appearing before the Collector, the 4th respondent stated that he had been given the land for a period of five years. He had already deposited Rs.20,000/-. If the auction has to be cancelled, the money should be refunded to him. The Collector after consideration of the matter cancelled the lease and directed that the land shall be given on lease for agricultural purposes.

3. Aggrieved by the order of the Collector, the petitioner-pram Panchayat filed an appeal before the Commissioner. It was dismissed vide order January 30, 1997. Hence this petition by the Panchayat.

4. Notice of motion was issued. Counsel for the respondents have appeared.

5. Mr. Gurcharan Singh, learned counsel for the Gram Panchayat complains that the Collector and the Commissioner had no jurisdiction to pass the impugned orders. Is it so?

6. Section 10-A empowers the Collector "to cancel or vary leases etc. of lands vested in Panchayats". It inter alia, provides that where on consideration of the matter the Collector is satisfied that the lease, contract or agreement "is detrimental to the interest of the Panchayat.....", he can cancel the lease or vary the terms thereof. In view of this express provision, it is clear that the Collector has the jurisdiction to cancel or vary a lease. What is the position in the present case ?

7. The Gram Panchayat had given a substantial area of land on lease for allowing the 4th respondent to remove earth to make bricks. If this were allowed to happen there would have been deep pits. As a result, the land would have been rendered uncultivable. To obviate such a situation, one of the residents protested. Respondent No. 3 filed a petition u/s 10A. The Collector gave notices to all concerned and came to the conclusion that the petition should be accepted. Thus, he directed that the land should be given on lease for agricultural purposes. He noticed the fact that the land was fertile. If it was given for a brick-kiln, the nature would change and it will become useless. The order, passed by the Collector has been affirmed by the Commissioner. We find no infirmity in the impugned orders.

8. Mr. Gurcharan Singh contends that the Panchayat had the right to give the land on lease to a brick-kiln owner so as to augment its income.

9. Even if it is assumed that the Panchayat is entitled to give the land on lease, it has to be ensured that the public interest does not suffer. By giving the land to a brick-kiln, the Panchayat might have made a short term gain. But it would have certainly suffered a long time loss. It would have lost the hen that lays the golden egg. The impugned orders have prevented such disaster.

No other point has been raised.

In view of the above, we find no merit in this petition. It is consequentially dismissed. No costs.

10. Petition dismissed.