

**(1993) 05 P&H CK 0003**  
**In the Punjab And Haryana At Chandigarh**  
**Case No : Civil Revision No. 376 of 1992**

Sardari Lal Sat Pal and Others

APPELLANT

Vs

Amritsar Improvement Trust

RESPONDENT

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**Date of Decision :** 14-05-1993

**Acts Referred:**

Civil Procedure Code, 1908 (CPC) — Section 115

Punjab Public Premises and Land (Eviction and Rent Recovery) Act, 1973 — Section 4, 5, 6

**Citation :** (1993) 104 PLR 362

**Hon'ble Judges :** V.K. Jhanji, J

**Bench :** Single Bench

**Advocate :** A.K. Mittal, for the Appellant; H.S. Mattewal Sukhbir Singh and Y.P. Khullar, for the Respondent

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## Judgement

V.K. Jhanji, J.—This will dispose of Civil Revisions No. 376 to 379 of 1992. In all these cases, petitioners filed suits against the Improvement Trust, Amritsar, that they be not evicted from the land in their possession as they have been carrying on business there.

2. In the suits, they challenged the order of S.D.O.(C)-cum-Collector as well as the order of the Commissioner passed under Sections 4, 5 and 6 of the Punjab Public Premises Act (for short the Act) on the ground that they were in unauthorised occupation of the said premises. According to the petitioners, the Improvement Trust made an agreement to sell plot to Satwant Kaur who paid some amount to the Trust. Further, according to them, they came into possession of the premises under the Improvement Trust. The Improvement Trust made an endorsement on the back of the rent note in favour of Satwant Kaur to collect rent and Satwant Kaur filed an ejectment application against the petitioners. They contested the same on the ground that there was no relationship of landlord and tenant. This issue was decided in favour of the petitioners and it was held that Satwant Kaur was only an Agent to collect rent on behalf of the Improvement Trust and the Improvement Trust was held to be the owner.

3. The Improvement Trust initiated proceedings under Sections 4, 5 and 6 of the Act against the petitioners and an order for their eviction was passed by the Collector, which on appeal, was affirmed by the Commissioner. After having failed in proceedings under the Punjab Public Premises Act, present suits were filed for injunction in which an application for ad-interim injunction was made. The prayer for grant of ad-interim injunction was declined by the Courts below which is now being impugned here in this civil revision.

4. After hearing the learned counsel for the parties, I find no merit in these civil revisions. Counsel for the petitioners challenged the correctness of the orders of the Courts below on the ground that the orders passed by the Authorities under the Act are without jurisdiction as the premises in their occupation cannot be termed to be public premises. He also contended that after agreement of sale in favour of Satwant Kaur, no title in the property was left with the Improvement Trust and, therefore, the order for their ejection should not have been passed by the Authorities. I find no merit in these contentions.

4. So far as the first argument is concerned, the same is concluded by a judgment of the Supreme Court reported in Keshavrao Vs. Radheshyam and Others, wherein it was held that "a dispute with regard to determination of public premises in a matter to be determined by Collector. Such determination by Collector can be right or wrong but that would not mean that the order passed by the Collector is without jurisdiction." It was also held that the provision of the Act bars the jurisdiction of the Civil Court in such a case for eviction of the petitioners in unauthorised occupation of public premises.

6. With regard to second argument, it would suffice to say that in the earlier proceedings, it was held that the Improvement Trust is the owner and Satwant Kaur was only an Agent to collect rent. In view of this finding, the Improvement Trust would continue to be the owner till the property is transferred to Satwant Kaur. The agreement to sell, if any, does not create any title of the property in person in whose favour agreement stands. It gives only a right to enforce the agreement.

7. In this view of the matter, both these contentions are without any merit. Consequently, civil revisions No. 376 to 379 of 1992 are dismissed with no order as to costs.