

(2024) 04 SHI CK 0067

In the High Court Of Himachal Pradesh

Case No : Civil Writ Petition No. 3074 Of 2024

State Bank Of India

APPELLANT

Vs

District Magistrate Sirmaur & Others

RESPONDENT

Date of Decision : 10-04-2024

Acts Referred:

Constitution Of India, 1950 — Article 226
Himachal Pradesh Tenancy and Land Reforms Act, 1972 — Section 118

Citation : (2024) 04 SHI CK 0067

Hon'ble Judges : Sandeep Sharma, J

Bench : Single Bench

Advocate : Arvind Sharma, Rajan Kahol

Judgement

@JUDGEMENTTAG- JUDGEMENT

Sandeep Sharma, J

1. In the peculiar facts and circumstances, petitioner-Bank has approached this Court in the instant proceedings filed under Article 226 of the Constitution of India, praying therein to issue directions to respondents No.1 and 2 to provide assistance in taking out Cash Safe and Lockers from the building constructed over property comprised in Khata Khatoni No.369/517, Khasra No.1116/1035/1035/918, measuring 00-04-00 Bighas, situated at Mohal Chulli Dadahu, Tehsil Dadahu, District Sirmour, at the expense and cost of petitioner-Bank.

2. Precisely, the grouse of the petitioner as has been highlighted in the petition and further canvassed by Mr. Arvind Sharma, learned counsel for the petitioner, is that the petitioner-Bank had taken building detailed hereinabove on rent for setting-up its branch for a period of 5 years starting from 01.11.2019 to 31.10.2024, for a monthly rent of Rs.37,440/-, which was to be further enhanced after five years, in the event of renewal of lease.

3. Since, vide order dated 10.11.2023, the District Collector, Sirmour, ordered to

vest the property in question with the Government of Himachal Pradesh, in terms of Section 118 of the H.P. Tenancy and Land Reforms Act, 1972, (for brevity '1972 Act'), petitioner-Bank to avoid controversy and litigation, hired some other accommodation. However, while petitioner-Bank was in process of shifting its branch from building detailed hereinabove, private respondents No.3 to 5, who are the owners of the building detailed hereinabove, not only gave beatings to the Branch Manager but till date has not permitted the petitioner-Bank to remove the Cash Safe and Lockers, wherein apart from cash, valuable articles of customers of the Bank are lying deposited.

4. As per the averments contained in the petition, premises already stand vacated on 13.01.2024, but Cash Safe and Lockers are not being permitted to be removed by the owners on the pretext that lease inter se them and the petitioner-Bank was in force till 31.10.2024.

5. Bare perusal of the material available on record reveals that despite there being police intervention, the private respondents are not letting the petitioner-Bank remove the Cash Safe and Lockers and as such, petitioner-Bank has approached this Court by way of instant proceedings.

6. Having regard to the nature of prayer made in the present petition and the order proposed to be passed therein, this Court sees no necessity to call for reply from the respondents as well as the private respondents, as the petition can be disposed of on the basis of material already available on record.

7. Sh. Rajan Kahol, learned Additional Advocate General, while putting in appearance on behalf of respondents No.1 and 2, fairly states that the responsibility to maintain law and order and to provide adequate security to the officials of the Bank, who are discharging public duties, lies upon District

Administration and as such, prayer, if any, made on behalf of the petitioner-Bank to provide adequate security shall be considered in accordance with law.

8. Perusal of lease deed dated 21.12.2020, Annexure P-5, though reveals that the petitioner-Bank had taken the building detailed hereinabove on lease for 5 years, but there is no provision in the lease, which compels petitioner-Bank to remain in possession of the property in question till the expiry of above said lease. Since, the building in question already stands vested in Government under Section 118 of 1972 Act, the petitioner-Bank rightly with a view to avoid controversy, hired some other accommodation, so that public at large of the area concerned do not suffer on account of closing of the Bank concerned. Since, on account of vestment order of District Collector, possession of the property/building shall be taken by the Government in near future, petitioner-Bank to ensure smooth functioning rightly proceeded to hire another accommodation, which eventually could not have been objected to by the private respondent. Otherwise also, in terms of lease executed inter se petitioner-Bank and private respondents, whether petitioner-Bank is under obligation to remain in occupation of building for 5 years, is a question to be decided in appropriate proceedings,

i.e. Civil Suit, but certainly without there being any authority of law, private respondents cannot be permitted to take law in their hands to restrain the Bank from shifting its Cash Safe and Lockers to some other accommodation.

9. Mr. Arvind Sharma, learned counsel for the petitioner-Bank, states that though as per record no amount is payable towards rent, but even if any amount is found payable, Bank is ready and willing to pay the same, subject to private respondents permitting the petitioner-Bank to shift Cash Safe and Lockers to some other accommodation. Mr. Sharma, further on instructions, states that if any loss is caused to the building of the private respondents, on account of shifting, same shall be indemnified by the petitioner-Bank.

10. Since, money and valuable articles of general public are lying deposited in the Cash Safe and Lockers, this Court is of the view that immediate action is required to be taken by the Administration/respondents No.1 and 2 to provide adequate security and protection to the Bank Officials for removal of Cash Safe and Lockers and as such, present petition is disposed of with direction to respondents No.1 and 2 to ensure that Cash Safe and Lockers are removed with the assistance of the Police Officials within 2 days. In case, any resistance is shown by private respondents, then appropriate action in accordance with law be taken against them.

An authenticated copy duly signed by Reader of this Court be supplied to the learned Additional Advocate General during the course of the day, enabling him to inform the concerned authorities for necessary compliance.