



3. The husband of the respondent was allotted built up booth No. 11, Sector 17 C, Bridge Market, Chandigarh on a monthly rent basis for carrying on the business of general trade. The allotment was made as per the letter of allotment at Annexure P1 dated 9.8.1994 pursuant to an auction. As per clause 4 of the allotment letter, the term of lease was for a period of 5 years. This clause is as under:

“The lease shall be for a period of 5 years from the date of the grant of the lease and shall be terminable at any time by the lessor by giving one month’s advance notice in writing to the lessee and it shall be terminable immediately without notice by the lessor under clause 10 hereof. The lease hereby granted shall be renewable with an increase of 50% in the rent for such further period and upon such other terms and conditions as Government may decide”.

4. Clause 10 states that in the event of non-payment of rent by the due date or breach or non-observance by the lessee or any of the conditions of the lease, it shall be lawful for the lessor, notwithstanding the waiver of any previous cause or right for re-entry to terminate the lease and to enter into and upon the said building or any part thereof and to repossess, retain and enjoy the same as of his former Estate and the lessee shall not be entitled to any compensation whatsoever on account of such resumption.

5. Clause 15 states that the building shall be used only for the purpose of general trade as defined in the said clause.

6. The Estate Officer vide its order dated 02.06.1978 cancelled the allotment on the ground of misuse of the property by the allottee. Thus, the allotment stood cancelled prior to the expiry of the term of the allotment. The order of the Estate Officer was confirmed by the Chief Administrator, Chandigarh Administration on 30.01.1979 in appeal preferred by the allottee. The Estate Officer under the Public Premises Act, 1971 dropped the eviction proceedings on the ground that the booth is not a public premise within the meaning of the Act.

7. The allottee died on 14.06.2014. On 21.07.2014 his wife made an application on the basis of an alleged Will of the allottee for transfer of booth in her name. The Estate Officer rejected the application by order dated 22.02.2015 on the ground that the lease had already been cancelled in 1978 and, therefore, the booth cannot be transferred to her. The appellant No. 2, on 19.03.2015 directed the Tehsildar of his office to furnish the names of the occupants of the booth to enable the appellants to evict them. The respondent filed Civil Writ Petition No. 13263 of 2015 before the High Court against the rejection of her application as also the initiation proceedings of eviction against the illegal occupants of the booth. The High Court has quashed the aforesaid two communications in the impugned order on the premise that the lease had been renewed in the year 1991.

8. The contention of the learned counsel for the appellants is that the allotment had been cancelled in the year 1978 itself on the ground of breach of conditions of allotment. The Estate Officer cancelled the allotment of the booth by order dated 02.06.1978 on the ground of misuse of the booth by the allottee. Thus, the allotment stood cancelled prior to the expiry of the term of allotment. This order has been confirmed by the Appellate Authority on 30.01.1979. The renewal of the lease made by the Estate Officer on 19.12.1991 was not in accordance with law. Therefore, the appellants have rightly rejected the application of the respondent seeking transfer of the booth in her name. The High Court was, therefore, not justified in quashing the action based on the termination.

9. On the other hand, the learned counsel for the respondent submits that the lease has been renewed for a further period of 5 years with effect from 1989 as per the communication at Annexure P5 dated 19.12.1991. Hence, the respondent is entitled for transfer of the lease in her name. The proceedings for eviction of the occupants of the booth are, therefore, illegal.

10. We have carefully considered the submissions of the learned counsel made at the Bar and perused the materials placed on record.

11. The letter of allotment at Annexure P1 clearly states that in the event of non-payment of rent by due date or breach or non-observance by the lessee of any of the conditions of the lease, it shall be lawful for the lessor to terminate the lease. One of the conditions of the lease was that the building shall be used only for the purpose of general trade as defined in the said letter of allotment. It is clear that the allottee had misused the booth in violation of the terms of lease. Clause 4 clearly states that the lease shall be for a period of 5 years from the date of grant of lease and shall be terminable at any time by the lessor by giving one month's advance notice in writing to the lessee and it shall be terminable immediately without notice by the lessor under clause 10. Since the booth was misused, the lease was terminated by the appellants in exercise of the powers vested in it under clause 10, on the ground of misuse of the booth, well before the expiry of 5 years. This is clear from the order dated 02.06.1978 at Annexure P2. The said order was confirmed by the appellate authority on 30.01.1979. This order of termination has become final. When the lease itself was terminated before the expiry of 5 years on the ground of misuse of the booth, question of its renewal on a subsequent date does not arise. Therefore, the order renewing the lease on 19.12.1991 by the Estate Officer was illegal as it was contrary to the terms of

lease. In the circumstances, the appellants were justified in rejecting the application of the respondent seeking transfer of lease in her favour. We are of the view that the High Court was, therefore, not justified in interfering with the proceedings initiated by the appellants for taking possession of the booth in question.

12. The appeal is accordingly allowed and the order of the High Court dated 20.08.2015 is set aside. There will be no order as to costs.

.....J.  
**(N.V. RAMANA)**

.....J.  
**(S. ABDUL NAZEER)**

New Delhi;  
May 11, 2018.

ITEM NO.37

COURT NO.8

SECTION IV-B

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

SPECIAL LEAVE PETITION (CIVIL) Diary No(s). 10269/2017

(Arising out of impugned final judgment and order dated 20-08-2015 in CWP No. 13263/2015 passed by the High Court of Punjab & Haryana at Chandigarh)

UNION TERRITORY OF CHANDIGARH &amp; ANR.

Petitioner(s)

VERSUS

NIRMAL KUMARI

Respondent(s)

(IA 39467/2017- CONDONATION OF DELAY IN FILING SLP & IA No.39469/2017- EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 11-05-2018 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE N.V. RAMANA

HON'BLE MR. JUSTICE S. ABDUL NAZEER

For Petitioner(s)

Mr. Nikhil Goel, AOR  
Ms. Naveen Goel, Adv.  
Mr. Ashutosh Ghade, Adv.

For Respondent(s)

Mr. Birendra Kumar Mishra, AOR  
Mr. K.K. Gupta, Adv.  
Ms. Poonam A., Adv.  
Mr. Vaibhav Gupta, Adv.

UPON hearing the counsel the Court made the following

O R D E R

Delay condoned.

Leave granted.

The appeal is allowed in terms of the signed non-reportable order.

(VISHAL ANAND)

COURT MASTER (SH)

(Signed Non-reportable Order is placed on the file)

(RAJ RANI NEGI)

ASST.REGISTRAR