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Chief Justice's Court

Case :- WRIT - C No. - 68493 of 2013

Petitioner :- M/S Kela Plastics Thru' Partner S.K. Gandhi & 3 Others

Respondent :- State Of U.P. & 4 Others

Counsel for Petitioner :- Tarun Agrawal, A.P. Paul

Counsel for Respondent :- C.S.C.

Hon'ble Dr. Dhananjaya Yeshwant Chandrachud, Chief Justice
Hon'ble Dilip Gupta, J.

The petitioners have sought the quashing of the notices each dated 21 November 2013, issued by Moti Lal Nehru National Institute of Technology, Allahabad ('Institute') requiring each of the petitioners to deposit the arrears of lease rent by 15 December 2013 failing which it has been stated that the sheds will be sealed after which appropriate steps will be taken for their eviction.

It is stated that petitioner no.1 was allotted Industrial Shed No.35; petitioner no.2 was allotted Industrial Shed No.32; petitioner no.3 was allotted Industrial Shed No.12-A; and petitioner no.4 was allotted Industrial Shed No.60 in pursuance to unregistered lease agreements executed sometime in 1974/1977 for a period of 15 years on a monthly rent of Rs.400/- per month which was later enhanced to Rs.500/- per month. The period of lease, therefore, stood expired in 1989/1992.

3 { On 16 December 2013, when the matter was taken up by the Court, it was noticed that the period for which the lease was executed by the Institute expired in September 1989 and that the

amount mentioned in the impugned notices due and payable by the
 3 petitioners was accepted by the petitioners. It is in this background
 that the Court issued interim directions which are as follows :-

"As accepted position is that amount demanded as rent/damages has not been paid, and lease period has already expired and the petitioners are perpetuating themselves on the spot, in order to balance the equities, and as under taken by petitioners before this Court, petitioners are directed to pay entire amount in question within the period of two month from today and the current rent that would be payable to the respondents w.e.f. January, 2014 shall be at the rate of @ 20,000/- per shed per month. This is an interim arrangement and shall abide by the final orders of this Court.

Based on the notices, which is impugned in the present writ petition, no action shall be taken till the next date of listing. In the event of failure to comply with the terms and conditions of interim order, interim protection shall stand discharge."

4 The petitioners filed an application for modification of the order dated 16 December 2013 with a prayer that the Court may modify the earlier order dated 16 December 2013 to the extent it relates to payment of Rs.20,000/- as the rent to be paid by the industrial sheds w.e.f. 1 January 2014.

5 The contention of learned counsel appearing for the petitioners is that steps had been initiated for transfer of the land to the Industries Department as a result of which the Institute ceased to

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exercise any rights over the Industrial Sheds and so the petitioners were not required to pay any rent to the Institute.

Learned counsel appearing for the Institute, however, submitted that the petitioners are not the original lease holders and the lease deeds executed by the Institute in their favour have not been brought on record. Learned counsel also submitted that the lease deed which has been enclosed as Annexure-4 to the writ petition shows that it was executed by the Institute in favour of Suresh Kumar Gandhi, partner of M/s. Industrial Corporation, Allahabad for lease of Shed No.26 and was not executed in favour of M/s. Kela Plastics, Shed No.35. According to the learned counsel, though various meetings were held and proposals were made but no final decision was taken by the competent authority regarding transfer of sheds to the Industries Department and the sheds which were situated on the land of the Institute continue to be the property of the Institute.

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It is true that none of the petitioners have placed on record the lease deeds which they claim had been executed in their favour by the Institute. Annexure No.4 to the writ petition, which is the only lease deed that has been filed with the writ petition, shows that the lease agreement dated 29 May 1974 is between one M/s. Suresh Kumar Gandhi, partner of M/s. Industrial Corporation, Allahabad and the Institute. It provides that the lessee shall pay Rs.400/- per month as rent to the lessor from the date of possession which will be enhanced after every five years upto a maximum of 25%. It further

provides that the business shall not be assignable or transferable except with the written consent. The location of the shed has been mentioned as Plot No.26. Petitioner no.1 is M/s. Kela Plastics, Shed No.35, through its partner Suresh Kumar Gandhi. The said lease deed is clearly not in favour of petitioner no.1 nor is it in respect of Shed No.26.

8 It is also not in dispute that the period for which lease was executed expired way back in 1989/1992. The notices issued to the petitioners mention that arrears of rent due and payable by the petitioners is Rs.4,50,545/-, Rs.3,89,135/-, Rs.4,86,510/- and Rs.3,54,550/- respectively. The petitioners admit that these amounts mentioned in the impugned notices dated 16 December 2013 are correct but what they contend is that the Institute cannot recover this amount as now it does not have any rights over the sheds.

9 This submission cannot be accepted for the simple reason that the petitioners have not placed on record any document which may conclusively establish that the land on which the sheds are standing or the sheds were subsequently transferred to the Industries Department. The stand of the Institute right from the beginning has been that the sheds are standing on the land belonging to the Institute and the Institute had granted leases which expired long time back in 1989. It also needs to be noticed that the petitioners have not brought on record any lease deeds which may have been executed by any other department of the State Government with the petitioners.

(W) In such circumstances, the impugned notices issued by the Institute to the petitioners do not call for any interference by the Court under Article 226 of the Constitution.

The writ petition is, accordingly, dismissed.

Order Date :- 30.05.2014

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(Dr. D.Y. Chandrachud, C.J.)

(Dilip Gupta, J.)

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