

plaintiff-respondent as also upon Sumitra Devi. It is in the light of such detailed discussion and appreciation of the evidence and testimony on record that Will dated 25th December, 1983 has been held to be genuine and duly proved. I do not find any preversity in the findings of the Courts below. The conclusions drawn by the Courts are upon due appreciation of the pleadings and evidence placed on record. The High Court would be bound to accept such findings.

(10) I find that there is no question of law, much less substantial question of law that is required to be adjudicated upon in the present second appeals.

(11) The present appeals are without merit and are, accordingly, dismissed.

(12) Appeals dismissed.

S. Gupta

Before Alok Singh, J.

JAGJOT SINGH,—Petitioner

versus

STATE OF PUNJAB AND OTHERS,—Respondents

CWP No. 19747 of 2010

22nd September, 2011

Constitution of India - Art. 226/227 - Punjab Package Deal Properties (Disposal) Act 1976-S.7-Order of eviction-Cannot be passed without giving reasonable opportunity of showing cause to the occupier.

Held, that from the perusal of Section 7 (2)(b), I have no hesitation to hold that Tehsildar (Sales) or Naib-Tehsildar (Sales) or any other person duly authorised by Tehsildar (Sales) or Naib-Tehsildar (Sales) may pass order of eviction only after giving a reasonable opportunity of showing cause to the occupier. In the present case, no opportunity was ever granted to the petitioners before passing the impugned order (Annexure P/14).

(Para 5)

Further held, That since no show cause notice was ever issued and no opportunity of being heard was granted to the petitioners before passing the eviction order under Section 7(2) of the Act, therefore, order impugned can not be sustained in the eyes of law.

(Para 6)

Vikas Bahl, Advocate, *for the petitioners.*

Raghubir Chaudhary, Sr. D.A.G., Punjab, *for the respondents.*

ALOK SINGH, J. (ORAL)

(1) Mr. Chaudhary, learned Sr. Deputy Advocate General, Punjab has handed over reply on behalf of the respondents in the Court in C.W.P.No.19748 of 2010 and the same is taken on record. Mr. Chaudhary states that the same reply may be read for all the writ petitions.

(2) All these writ petitions involve identical questions of fact and law, therefore, the same are being disposed of together with the consent of learned counsel for the parties. In all the writ petitions, the impugned order dated 13.10.10 was passed by the Tehsildar, Ludhiana, (West), while exercising the powers under Section 7 (2) of the Punjab Package Deal Properties (Disposal) Act, 1976 (hereinafter referred to as 'the Act') directing the petitioners to hand over the vacant land to the Government within a period of one week.

(3) The sole question involved in the present petitions is as to whether any order of eviction can be passed under Section 7(2) of the Act without any opportunity of being heard.

(4) Section 7 of the Punjab Package Deal Properties (Disposal) Act, 1976 reads as under:-

“Power to vary or cancel leases or transfer or any package deal property-(1) Notwithstanding anything contained in any other law for the time being in force but subject to any rules that may be made under this Act, the Tehsildar (Sales) or Naib-Tehsildar (Sales) may cancel any transfer or terminate any lease or amend the terms or any transfer or lease under which any package deal property is held or occupied by a persons;

Provided that no transfer shall be cancelled, lease terminated or the terms of any transfer or lease amended unless such action is permissible under the terms and conditions of the instrument of transfer or lease, as the case may be, and unless an opportunity of showing cause has been given to the transferee or lessee, as the case may be.

(2) Where any person-

(a) has ceased to be entitled to the possession of any package deal property by reason of any action taken under sub-section (1), or

(b) is, in the opinion of the Tehsildar (Sales) or Naib-Tehsildar (Sales) otherwise in unauthorised possession of any package deal property; he shall, after has been given a reasonable opportunity of showing cause against his eviction from such package deal property, surrender possession of the property on demand being made in this behalf by the Tehsildar (Sales) or Naib-Tehsildar (Sales) or by any other person duly authorised by the Tehsildar (Sales) or Naib-Tehsildar (Sales), as the case may be.

(3) If any person fails to surrender possession of any package deal property on demand made under sub-section(2), the Tehsildar (Sales) or Naib- Tehsildar (Sales) may, notwithstanding any thing to the contrary contained in any other law for the time being in force, eject such person and take possession of such property and may, for such purpose, use or cause to be used such force as may be necessary.”

(5) From the perusal of Section 7 (2)(b), I have no hesitation to hold that Tehsildar (Sales) or Naib-Tehsildar (Sales) or any other person duly authorised by Tehsildar (Sales) or Naib-Tehsildar (Sales) may pass order of eviction only after giving a reasonable opportunity of showing cause to the occupier. In the present case, no opportunity was ever granted to the petitioners before passing the impugned order (Annexure P/14).

(6) Since no show cause notice was ever issued and no opportunity of being heard was granted to the petitioners before passing the eviction order under Section 7(2) of the Act, therefore, order impugned can not be sustained in the eyes of law.

(7) All the writ petitions are allowed. Impugned orders dated 13.10.2010 are set aside. However, it is made clear that Tehsildar (Sales) may pass fresh order in accordance with law under Section 7(2)(b) of the Act after issuing show cause notice and hearing the petitioners.

(8) A photocopy of this order be placed on the files in connected cases.

S. Gupta

Before Rajesh Bindal, J.

CHARANJIT LAL,—Petitioner

versus

RAMESH KUMAR,—Respondent

Civil Revision No. 545 of 2011

15th February, 2012

Code of Civil Procedure, 1908 - Order 6 Rl. 17 - Plaintiff allowed to file amended plaint and adduce additional evidence - Thereafter defendant filed amended written statement taking additional pleas - Objected to - Objection upheld -challenge thereto - Whether defendant can be permitted to take additional pleas when filing amended written statement or is to confine to the additions/changes made in amended plaint only - Revision petition dismissed holding that the defendant will have a right to file reply only to changes in amended plaint.

Held, That it is clear that in case the plaintiff is permitted to amend the plaint, the defendant will have corresponding right to file consequential amended written statement replying to the changes made in the amended