**(1972) 10 P&H CK 0004**

**High Court Of Punjab And Haryana At Chandigarh**

**Case No:** L.P.A. 293 of 1971

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| Sohan Singh, etc. | APPELLANT |
| Vs | |
| Surjit Singh Sodhi, etc. | RESPONDENT |

**Date of Decision:** Oct. 25, 1972

**Acts Referred:**

- Punjab Village Common Lands (Regulation) Act, 1961 - Section 10A, 10A(5), 10A(7), 26
- Punjab Village Common Lands (Regulation) Rules, 1964 - Rule 6(2)
- Town and Country Planning Act, 1947 - Section 23(5)

**Citation:** (1975) 1 ILR (P&H) 647

**Hon'ble Judges:** Harbans Singh, C.J; Bal Raj Tuli, J

**Bench:** Division Bench

**Advocate:** K.P. Bhandari and I.B. Bhandari, for the Appellant; R.K. Chhibbar, for A.G. for Respondent 1 and 2, for the Respondent

**Judgement**

Bal Raj Tuli, J.

Sohan Singh and others, Appellants, are residents of village Arno, tahsil and district Patiala. The Gram Panchayat of that village granted lease of the land in dispute to Prem Partap Singh and Swaran Singh Appellants in 1957 for themselves and as representatives of other Appellants for a period of eight years. Subsequently, the Gram Panchayat, by resolution, dated May 5, 1958, extended the period of lease from eight years to twenty years, which period was to count from the year 1957. A regular lease deed was issued by the Gram Panchayat in favour of all the Appellants in pursuance of that resolution. The land was leased at the rates of Rs. 3-6-6 and Rs. 3-7-6 per bigha. The Appellants formed Arno Joint Farming Cooperative Society (hereinafter referred to as the Society) on March 24, 1958, and the land taken on lease-by the Appellants is being managed by that Society. The Appellants constructed three tube-wells on the land besides houses and incurred heavy expenditure on levelling and improving the land and purchasing tractors and other implements for mechanised cultivation. According to the Appellants, they incurred

an expenditure of Rs. 95,061. and Under the terms 6f the lease they are entitled to hold the land on lease up to the year 1977.

2. The Collector, Patiala, issued a notice to the Appellants u/s 10A of the Punjab Village Common Lands (Regulation) Act, 1961 (hereinafter called the Act), to show cause why the lease of land in their favour should not be cancelled as it was detrimental to the interest of the Panchayat for the following reasons:

1. That the land'' had been leased out in an irregular way by the then Panchayat. for 20 years without following the prescribed procedure and is in contravention of Rule 6, Sub-rule (2) of the Punjab Village Common Lands (Regulation) Rules, 1964.

2. That the land had been leased out at the rates of Rs. ---- per bigha, which is much less than the prevalent fates of '' the land in the,vicinity of that village.

The Appellants presented their case before the Collector and after hearing them the Collector passed; an order, dated May 30, 1967, directing, the Appellants to pay rent at the rate of Rs. 10.00 per bigha instead of Rs. 3-6-6 and Rs. 3-7-6 per bigha fixed by the Panchayat. The Sarpanch of the Panchayat was directed to take immediate steps for assessment of the rent and issue of demand notice to individual lessees or to the Society as a group at that rate. The Collector, however, maintained the period of lease as twenty years. Against that order, the Gram Panchayat and the Appellants filed appeals before the Commissioner, Patiala Division. The appeal of the Panchayat was accepted on August 12, 1969, and the lease in favour of the Appellants was cancelled and the appear filed by the Appellants: was dismissed. The Collector was directed to assess the compensation payable to the. Appellants under Sub-section (5) of Section 10A of the Act for premature termination of their lease. Against that order of the Com-missioner, the Appellants filed C.W. No. 1517 of 1969, which was dismissed by the learned Single Judge on March. 31, 1971. The present appeal under Clause 10 of the Letters Patent is directed against that order.

3. While hearing the arguments and on reading Section 10-A of the Act; it occurred to me that the Panchayat had no right of appeal under Sub-section (7) of Section 10-A of the Act as it could not be said to be an aggrieved party. This point had not been taken by the learned Counsel for the Appellants and we permitted the parties to argue this point and to enable them to prepare their arguments, we allowed a day''s adjournment.

4. Sub-section (7) of Section 10-A of, the Act reads as under: --

10-A. (7) Any party to a lease, contract or agreement aggrieved by any order of the Collector, made under this section, may, within a period of 30 days from the date of such order, appeal to the Commissioner, whose decision thereon shall be final.

There are thus two requirements of this Sub-section, that is, (1) the Appellant must be a party to a lease, contract or agreement, and (2) he must be aggrieved by the order of the Collector. There is no doubt that the Garm Panchayat was a party to the

lease, the terms of which as to rent were modified, but can it be said to be an aggrieved party merely because the term of the lease was not curtailed by cancelling it? In our opinion, a person can be said to be aggrieved by an order if that order worsens his position from the one he held before the order was passed. If it does not, then that person cannot be said to be aggrieved. It is pertinent to note that the Panchayat did not move in the matter till the Collector suo motu started proceedings u/s 10-A of the Act on December 4, 1964. The Sarpanch of the Gram Panchayat joined the proceedings of the case in July, 1966, and led evidence to show that the grant of lease was not proper. The lease was binding on the Panchayat till it was revoked by an appropriate authority. The Gram Panchayat did not take any steps for getting the lease in favour of the Appellants revoked through any legal proceedings. Merely because the Panchayat was deprived of more benefit which it might have received if some other order, that is, cancelling the lease, had been made by the Collector, does not make the Gram Panchayat an aggrieved person. The best definition of the expression "aggrieved" is in Ex. p. Sidebotham. Re Sidebotham (1880) 14 Ch. D. 458, where James, L.J., said:

But the words ''person aggrieved'' do not really mean a man who is disappointed of a benefit which he might have received if some other order had been made. A ''person aggrieved'' must be a man, who has suffered a legal grievance, a man against whom a decision has been pronounced which has wrongfully deprived him of something, or wrongfully refused him something, or wrongfully affected his title to something.

This definition of "person aggrieved" was approved in R. v. London Sessions Appeal Committee, Ex-parte Westminster City Council (1951) 1 All. E.R. 1032.

5. In , Ealing Borough Council v. Jones (1959) 1 All. E.R. 286, the point for consideration was whether the town and country planning authority could be said to be a "person aggrieved" by the decision of the magistrates'' court within Section 23(5) of the Town and Country Planning Act, 1947, and had the right of appeal under that Sub-section. Lord Parker, C.J., observed:

It seems to me to be easier to say what will not constitute a ''person aggrieved'' than it is to say what ''person aggrieved'' includes. It is clear from the cases that a person aggrieved is not a person, who is disappointed or annoyed at the decision, as was said by Lord Goddard, C.J. in R. v. London Quarter Sessions, Ex, p. Westminster City Council at p. 1033. Another case which had some, though not very direct, bearing on the matter was, he said, R. v. London County Keepers of the Peace and JT. (1890) 25 Q.B.D. 357, where the question was whether the prosecutor in a quasi-criminal case, matter affecting a highway, was a person aggrieved, and the court held that a prosecutor was never a person aggrieved. It was put that he might be annoyed at finding that what he thought was a breach of the law was not a breach of the law.

It seems to me also to be clear that a person is not aggrieved when that person being a public body has been frustrated in the performance of one of its publie duties. The argument was advanced in that same case, on behalf of the Westminster City Council that the council had a public administrative duty to perform in the regulation of the streets; and that, having been interfered with in the execution of that duty by the decision of the magistrate, they were persons aggrieved by his order within the meaning of Section 64 of the London County Council (General Powers) Act, 1947. It was submitted that Parliament intended that the words ''person aggrieved'' in the section should be read in their widest sense, and that they would clearly include persons who were frustrated in the performance of a public duty. That argument was not acceded to in that case [R. v. London Quarter Sessions, Ex. p. Westminster City Council (2) (supra)], and accordingly I am satisfied that a mere annoyance because what was thought to be a breach of planning control turned out not to be a breach of planning control, and equally, the mere fact that this local authority charged with certain duties under the Town and Country Planning Act, 1947, has been frustrated in the performance of what it thought was its public duty, are not enough of themselves to make the local planning authority an aggrieved person. Approaching it from the other end what is included in the words ''aggrieved person''? If costs have been awarded in any case against a local authority, it is clear I think on the authorities that the local authority would be an aggrieved person as the, result of the decision having involved an order for costs. Equally, if the result of the decision has been to put some legal burden on the public body concerned, that has been held to make them a person aggrieved, and in that connexion I would only mention the case which has been referred to, R. v. Nottingham Quarter Sessions, Ex. p. Harlow (1952) 2 All. E.R. 78, where this Court held that the decision of the magistrates that an owner was not obliged to provide a dustbin involved this, that the council (ibid., at p. 80):
''...is left with a legal burden which, if the order of the court of summary jurisdiction had not been made, the council would have discharged''; in other words, the burden would have fallen on them to provide a dustbin.

In the present case there has been no question of costs. In the second place, in my view the effect of the decision has not been to put a burden in the sense of a financial burden on the local planning authority. It is true that it may be affected in some way by the decision in regard to rateable values, and it may be it will be affected if it chooses hereafter to take steps u/s 26, which I suppose would involve compensation, but in my view those are too remote contingencies to enable one to say within the principles laid down that the local planning authority is a person aggrieved.

Donovan, J., another member of the Bench, spoke as under:

If one came to the expression ''person aggrieved by the decision'' without reference to judicial authority, one would say that the words meant no more than a person,

who had the decision given against him; but the courts have decided that the words mean more than that and have held that the word ''agrieved'' is not synonymous in this context with the word ''dissatisfied''. The word ''aggrieved'' connotes some legal grievance, for example, a deprivation of something, an adverse effect on the title to something, and so on, and I cannot see that is so here.

A.I.R. 1971 S.C. 3857 In Adi Pherozshah Gandhi v. H. M. Seervai, Advocate-General of Maharasthra, Bombay, the question arose whether the Advocate-General was a person aggrieved who could file an appeal against the decision of the State,Bar Council holding the Advocate Complained against not guilty of any misconduct to the Bar Council of India and the answer was returned in the negative. The pertinent observations are contained in para 53 of the report reading as under: --

If one is to be guided merely by the provisions of the Advocates Act, it is difficult to see how the Advocate-General can be a person aggrieved because the State Bar Council takes the view, whatever be its reasoning, that an advocate on its roll has not been guilty of any misconduct. The entertaining of complaints, the inquiry into them and the punishment to be meted out to the advocate are all concerns of the Bar Council-. The Advocate-General no doubt is entitled to a hearing if the complaint is not rejected summarily. The statute expects him to take a fair and impartial attitude. He has to render all assistance to the Bar Council so that a proper decision may be arrived at. His role is not that of a prosecutor nor is he a defence counsel on behalf of the advocate. He is not interested in getting the advocate punished any more than he is interested in seeing that the character of a fellow member of the Bar is cleared even if his conduct be unworthy of an advocate. The Act does not make it obligatory on him to take part in the proceedings where he thinks that the facts of the case are so plain that his assistance is not called for. It is only when he feels that a case requires a careful investigation and proper elucidation of the facts or the exposition of the law on the subject that he is called upon to render all assistance in the proceedings. When he chooses to do so, he does his duty by appearing at the hearing and putting before the disciplinary committee the facts in their proper perspective and advancing the proper inference to be drawn therefrom. Once he does so, there is an end of the matter so far as he is concerned. He cannot have any grievance because the decision of the Bar Council is against his submission or not to his liking.

On the basis of these decisions of authority, it can be said that the Gram Panchayat was not a party aggrieved by the order of the Collector refusing to curtail the period of lease but increasing the amount of rent payable by the Appellants. It is true that if the lease had been cancelled, as was done by the Commissioner, the Gram Panchayat would have gained more benefit, but that does not make the Gram Panchayat an aggrieved party. The Collector gave sound reasons in support of his decision not to curtail the period of lease, but to increase the rate of rent. By that order, the Gram Panchayat did not suffer any legal injury as it had no right to the

cancellation of the lease granted by itself in favour of the Appellants if the Collector did not come to the conclusion that it should be cancelled or that the period of lease should be curtailed. The order of the Collector did not wrongfully, deprive the Gram Panchayat of something, nor wrongfully refused it something nor wrongfully affected its title to something. The order was to the benefit of the Gram Panchayat monetarily as it brought more income to it. The Gram Panchayat thus did not suffer any legal grievance as its existing rights qua the lease voluntarily granted by it were not adversely affected. The aggrieved party was the Appellants on whom greater financial burden was placed, which they now feel content with, and not the Gram Panchayat.

7. For the reasons given above, we are of the opinion that no appeal lay to the Commissioner u/s 10(7) of the Act at the instance of the Gram Panchayat and the order passed by the Commissioner accepting that appeal was without jurisdiction. We, accordingly, accept this appeal, set aside the order of the Commissioner which was impugned in the writ petition and maintain the order of the Collector. Since this appeal has been decided on a matter not raised by the parties, we make no order as to costs.

Harbans Singh, C.J.

8. I agree.