



2025:CGHC:54533-DB

AFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WA No. 715 of 2025

- 1 - Christian Womans Board of Mission Through Its Director Shri Nitin Lawrence, S/o Shri Harbat Lawrence, R/o Lodhipara Chowk, Pandri, Kapa Avanti Chowk, Raipur, District - Raipur Chhattisgarh
- 2 - Nitin Lawrence S/o Shri Harbat Lawrence Aged About 37 Years Secretary, Diocese Of Chhattisgarh R/o Lodhipara Chowk, Pandri, Kapa Avanti Chowk, Raipur, District Raipur Chhattisgarh

... Appellants

versus

- 1 - State of Chhattisgarh Through Its Secretary, Department of Revenue And Disaster Management, Mahanadi Bhawan, Nawa Raipur, Atal Nagar, District - Raipur Chhattisgarh
- 2 - The Collector Bilaspur, District - Bilaspur Chhattisgarh
- 3 - The Commissioner Bilapsur Division, Bilaspur, District - Bilaspur Chhattisgarh
- 4 - Tahsildar Bilaspur, District - Bilaspur Chhattisgarh
- 5 - Nazul Officer Bilaspur, District - Bilaspur Chhattisgarh
- 6 - Municipal Corporation Bilaspur Through Its Commissioner, Bilaspur Chhattisgarh

... Respondents

(Cause-title taken from Case Information System)

For Appellants	:	Mr. Mehmood Pracha (through Video Conferencing) assisted by Mr. Yashkaran Singh, Advocate
For State/Respondents No.1 to 5	:	Mr. Prafull N. Bharat, Advocate General assisted by Mr. Shashank Thakur, Deputy Advocate General
For Respondent No.6	:	Mr. Samarth Singh Marhas and Mr. Pranay Golchha, Advocate
Date of Hearing	:	03/11/2025
Date of Judgment	:	10/11/2025

Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Bibhu Datta Guru, Judge

C A V Judgment

Per Ramesh Sinha, Chief Justice

1. Heard Mr. Mehmood Pracha through Video Conferencing assisted by Mr. Yashkaran Singh, learned counsel for the appellants. Also heard Mr. Prafull N. Bharat, learned Advocate General assisted by Mr. Shashank Thakur, learned Deputy Advocate General appearing for the State/ respondents No.1 to 5 as well as Mr. Samarth Singh Marhas and Mr. Pranay Golchha, learned counsel appearing for respondent No.6.

2. By way of this writ appeal, appellants has prayed for following relief(s):-
 - “a) Allow the present appeal and set aside the judgment and order dated 18.07.2025 passed by the Hon'ble Single Judge of this Hon'ble Court in WPC No. 977 of 2025; and*

 - b) Declare that the land bearing Plots No. 20 and 21, Sheet No. 14, Chatapara, Bilaspur, is owned by the Petitioner No. 1 in a Bhumiswami capacity by virtue of Section 158 (3) of the Chhattisgarh Land Revenue Code, 1959; or*

 - c) Direct the Respondents to renew the allotment of the land bearing Plots No. 20 and 21, Sheet No. 14, Chatapara, Bilaspur in favour of the Petitioner No. 1 in terms of the previous renewal lease dated 11.05.1966;”*

3. The present intra Court appeal has been filed against the order dated 18.07.2025 passed by the learned Single Judge in WPC No.977 of 2025 (*Christian Womans Board of Mission and another v. State of Chhattisgarh and others*) whereby the writ petition filed by the appellants/writ petitioners before the learned Single Judge has been dismissed.

4. The writ petition was filed by the appellants/writ petitioners, as they were aggrieved by the alleged arbitrary and unconstitutional actions of the respondent-State authorities seeking to dispossess them from a leasehold property situated in Bilaspur, Chhattisgarh, on which they had been lawfully occupying and developing for over a century for religious, educational, and charitable purposes. According to the appellants, the *Disciples of Christ* began its mission in India in the year 1882 and has since been continuously engaged in evangelism and public service through its affiliated body, the *Christian Woman's Board of Mission (CWBM)*, which established the Jackman Memorial Mission Hospital, a Nurses' Training School, a Women's and Children's Hospital, and a Chapel on the subject land. The legal and institutional existence of the association was judicially recognized by the then Madhya Pradesh High Court in *First Appeal No. 86/1980 (Padri E. Bhagirathi v. Bajrang Agrawal & Ors.)*.

5. It was further the case of the appellants/writ petitioners that the land in question was originally granted on lease by the then State of Madhya Pradesh in 1925, which was regularly renewed up to 1994. Thereafter, although the formal renewal remained pending, the appellants/writ petitioners continued in uninterrupted possession, paying statutory dues and carrying out public service activities without any objection. The trusteeship of the mission was transferred in 1969 to the *United Church of North India Trust Association (UCNITA)*, a registered body managing the affairs of the mission. The lease deed executed in Form-H under the Revenue Book Circular contains Clause 8, mandating renewal of the lease for successive terms of thirty years at the lessee's request. Despite repeated applications and representations, the authorities failed to renew the lease and instead, issued undated and backdated notices, initiating

steps to transfer the land for other public projects such as Smart City development, ignoring its historic and charitable character.

6. During pendency of the statutory appeal and interim relief application before the Secretary, Department of Revenue, the local administration, without awaiting the decision, allegedly carried out large-scale demolition of mission structures on 08.01.2025, razing nearly 80% of the premises.
7. Aggrieved by such coercive action, the appellants/writ petitioners approached this Court by filing *W.P.(C) No.142 of 2025*, wherein this Court directed that no further demolition be carried out and the pending appeal be decided within 15 days. However, the authorities failed to comply with the said order and rejected the appeal on 07.02.2025 beyond the prescribed time, without addressing the appellants' detailed submissions. It was contended that the appellate authority misapplied the provisions of Sections 158(3), 158(4), 165(7), and 182(2) of the Chhattisgarh Land Revenue Code, 1959 (*for short, the Code of 1959*), and ignored the appellants' entitlement to renewal and *bhumiswami* status. The action of the respondents, including demolition and denial of renewal, is alleged to be arbitrary, discriminatory, and violative of the appellants' fundamental rights guaranteed under Articles 14, 19(1)(g), 25, 26, 29, and 30 of the Constitution of India.
8. In these circumstances, the appellants/writ petitioners have preferred the writ petition before the learned Single Judge being *WPC No. 977 of 2025*, which was dismissed by the learned Single Judge vide order dated 18.07.2025.
9. Challenging the aforesaid order dated 18.07.2025 passed by the learned Single Judge in the writ petition being *WPC No.977/2025*, the instant

appeal has been filed by the appellants/writ petitioners.

10. Mr. Mehmood Pracha, learned counsel assisted by Mr. Yashkaran Singh, learned counsel for the appellants/writ petitioners submits that the impugned judgment and order dated 18.07.2025 passed by the learned Single Judge in *W.P.(C) No. 977 of 2025* is manifestly erroneous in law and on facts, and therefore liable to be set aside. It is submitted that the learned Single Judge has failed to appreciate the settled legal position as well as the material evidence placed on record by the writ petitioners. The writ petitioner No. 1, *Christian Woman's Board of Mission*, Bilaspur, is a historic charitable and religious institution which has been in continuous existence for nearly one hundred and fifty years, having been established by early missionaries from the United States. It has rendered invaluable public service through its hospital, educational, and religious activities. Since 1979, it has been functioning under the aegis of the *United Church of North India Trust Association (UCNITA)*, a registered company under the erstwhile Companies Act, 1913, which has been managing and administering its properties, including the Mission Hospital at Bilaspur situated on the land in question.
11. Mr. Pracha further submitted that the land bearing Plot Nos. 20 and 21, Sheet No. 14, Bilaspur City, was originally purchased by one *Ms. Erabella Merrial*, agent of the Christian Woman's Board of Missions, through a registered sale deed dated 19.11.1891. Thereafter, the land came to be treated as Nazul land for charitable use, and a formal lease deed was executed in favour of the Mission by the Secretary of State for India in Council on 26.05.1926. The lease was renewed on 11.05.1966 for a further period of twenty-seven years, up to 31.03.1994, with a stipulation under Clause 8 that it shall be renewed for successive terms of thirty years upon request by the lessee. The writ petitioners have

remained in uninterrupted possession of the land since 1891, continuously running the Mission Hospital, prayer chapel, staff quarters, and other ancillary facilities, paying all property taxes and dues till 2022. The land use was classified by the Town and Country Planning Department as “Public/Semi-Public Health,” which clearly demonstrates the public and charitable nature of its activities. Despite this, the authorities arbitrarily refused renewal of lease, citing expiry in 1994, without considering the statutory and equitable rights of the writ petitioners.

12. It is contended by Mr. Pracha that the Collector, Bilaspur, rejected the renewal application on 28.06.2024 in a mechanical manner, ignoring the contentions raised by the writ petitioners and the long-standing recognition of their charitable and religious work. The statutory appeal filed before the Commissioner was also dismissed vide order dated 30.10.2024, without due consideration of the documents and submissions. During pendency of proceedings, the authorities, acting mala fide, initiated coercive steps to demolish the hospital and chapel buildings, even though the matter was subjudice. The demolition of a century-old institution of public service and faith, despite interim protection granted by this Court in *W.P.(C) No. 5549 of 2024* and *W.P.(C) No. 142 of 2025*, demonstrates utter disregard for the rule of law and constitutional protections. The learned Single Judge, while dismissing the impugned writ petition, failed to consider the primary contention of the writ petitioners that they had acquired *Bhumiswami* rights under Section 158(3) of the Code of 1959, as amended by the *Madhya Pradesh Land Revenue Code (Amendment) Act, 1992*. Once such rights had vested, the writ petitioners could not have been treated as mere government lessees or tenants, and consequently, eviction on alleged

lease violations was impermissible.

13. It is further contended by Mr. Pracha that the learned Single Judge erroneously relied on the alleged sale of a small portion of land in 1971 to conclude that the writ petitioners had violated the lease conditions. The said sale was, however, set aside by the Hon'ble High Court of Madhya Pradesh in *First Appeal No. 86 of 1980 (Padri E. Bhagirathi v. Bajrang Agrawal & Ors.)* vide judgment dated 04.05.1989, wherein it was categorically held that the property belonged to the *Christian Mission, Bilaspur*, representing the followers of *Disciples of Christ*. The learned Single Judge erred in doubting the legal status and representative authority of the UCNITA and writ petitioner No. 2 to act on behalf of the original lessee. The Deed of Trusteeship dated 05.12.1979 vested administrative and managerial control over the Mission properties, including the present land, in the UCNITA. This material document was on record and ought to have been duly appreciated.
14. It is next submitted by Mr. Pracha that the learned Single Judge failed to appreciate that even assuming certain deviations from lease terms, the only permissible course under law was to invoke the provisions of Section 182 of the Code of 1959 applicable only to non-*Bhumiswami* lessees. As the writ petitioners had already acquired *Bhumiswami* rights, eviction proceedings under the said provision were wholly inapplicable. The conduct of the respondent authorities was patently arbitrary and mala fide. On the one hand, they denied renewal to the writ petitioners citing alleged violations, and on the other, permitted commercial and residential enterprises on adjacent plots, originally forming part of the same land, to continue and renew their leases till 2043. Such discriminatory treatment violates Article 14 of the Constitution.

15. It is also urged by Mr. Pracha that the learned Single Judge failed to appreciate the humanitarian and public character of the hospital and charitable activities run by the writ petitioners for more than a century. The State was duty-bound to facilitate and support such public welfare institutions rather than resorting to coercive and destructive measures. In view of the above submissions, learned counsel for the appellants/writ petitioners prays that the impugned judgment and order dated 18.07.2025 passed by the learned Single Judge in *W.P.(C) No. 977 of 2025* be set aside, and the lease rights of the writ petitioners over the subject land be restored and renewed in accordance with law.
16. On the other hand, Mr. Prafull N. Bharat, learned Advocate General assisted by Mr. Shashank Thakur, learned Deputy Advocate General appearing for the State/respondents No.1 to 5 vehemently supports the impugned judgment and order dated 18.07.2025 passed by the learned Single Judge in *WPC No. 977 of 2025* and submits that the same is well-merited and calls for confirmation. It is submitted that the learned Single Judge has correctly appreciated the pleadings, the documentary record and the applicable law in holding that the writ petitioners are not entitled to the reliefs claimed. The case of the appellants/writ petitioners is vitiated at the threshold for want of *locus standi*. The material on record shows that substantial portions of the subject land were sold and alienated to private persons, and portions were allotted for commercial uses. Where a significant proprietary interest is held by third parties, the original lessee (or the entity claiming as such) cannot be permitted to invoke extraordinary writ relief without *prima facie* establishing its continuing legal capacity and exclusive proprietary interest in the land.
17. Mr. Bharat further submits that the *Christian Woman's Board of Mission* (CWBM) has failed to demonstrate that it alone continues to have the

proprietary or exclusive leasehold interest necessary to sustain the present writ challenge. The State has placed on record documents showing transfers/occupations by third parties, including purchasers and commercial occupiers; yet the writ petitioners have not negated, explained or displaced those records satisfactorily. The State reiterates that the use of the land was not confined to purely charitable activities. The evidence shows that portions were being used for commercial purposes such as Chaupati (street-vending), Garage, Woollen Market, and other commercial activities; that parts of the land were utilised by a nursing college; and that private medical practitioners ran clinics from the premises. Such commercialisation, without prior and express approval in terms of the lease covenants and municipal law, constitutes a clear breach of the lease terms. It is submitted that the writ petitioners have been using the subject land to derive pecuniary advantage. Letting out of portions for commercial gain and permitting commercial enterprises to operate from the leased premises is wholly inconsistent with the limited, conditional lease rights granted for charitable/public purpose and, therefore, disentitles the writ petitioners to the protection they now seek.

- 18.** Mr. Bharat points out that the State authorities were entitled to act upon the clear documentary record indicating breach of the lease conditions. The lease contained express restrictions and conditions which the lessee was bound to comply with; non-compliance with those covenants furnished a legitimate and lawful ground for non-renewal/termination proceedings. It is further submitted on behalf of the State that the writ petitioners' claim under Section 158(3) of the Code of 1959 is misplaced and inapplicable on the facts of this case. The nature and timing of alleged acquisitions and transfers are such that the statutory protection claimed by the writ petitioners does not operate to immunise them from

consequences flowing from breaches of lease conditions or unauthorised alienations. He further relies on the chart and additional documents filed by the respondents and notes placed before the Court (referenced at page 528 of the appeal record) showing that the property in question is recorded under Sl. Nos. 27 and 28 and that certain transactions were in fact allowed to stand or recorded in revenue records. The documentary matrix thus supports the conclusion that the writ petitioners do not stand in a pristine, uncontested title position.

- 19.** It is submitted by Mr. Bharat that insofar as the contention of the writ petitioners is that the Union of India or earlier authorities had agreed to proposals in favour of the Mission, those arrangements do not oust the requirement of strict compliance with lease covenants and statutory procedure. In any event, if the property was not formally transferred or the original allottee had not pursued renewal, the onus lay on the Christian Woman's Board of Mission or the United Church entity to establish its present right to seek renewal, which the State submits, has not been discharged. He contends that the deed/arrangement by which the United Church or other entities purported to represent the Mission could, in law, be required to demonstrate clear authority to act. If the entity presently bringing the challenge lacks documentary proof of its representative capacity or of valid continuance of title, the petition is unsustainable.
- 20.** Mr. Bharat draws attention to the chronology of enforcement action and to the fact that notices for cancellation/forfeiture of the portions in question were issued to the purchasers/occupiers (three purchasers) after due process on 28.10.2025 (as recorded in the State's pleadings), upon fresh revenue reconciliation and verification. The issuance of such notices underscores that the administration treated the various portions

as distinct tenures and acted according to the record and procedure in issuing notices to the correct parties. He submits that the learned Single Judge correctly identified the four principal grounds on which the writ was doomed: (i) non-renewal after a twenty-seven year term, (ii) unauthorised construction/alteration, (iii) alienation/letting out for Chaupati, Garage, Woollen Market and other commercial activities, and (iv) sale/transfer of portions of the land. Each of these findings is supported by material on record and constitutes an independent and legitimate basis for refusing the reliefs claimed. It is further submitted that the legal position with respect to challenge to administrative action is well settled that a Court will not ordinarily interfere with a structured administrative decision where there is a valid exercise of delegated power on the basis of material. Reliance placed by the writ petitioners on authorities to contend for automatic renewal notwithstanding breaches is misplaced; the competent authority is entitled to consider breaches and to act within the statutory scheme.

21. Mr. Bharat further placed heavy reliance on the recent judgment of the Hon'ble Supreme Court in ***Assistant General Manager, State Bank of India and Another v. Tanya Energy Enterprise Through its Managing Director Partner Shri Alluri Lakshmi Narasimha Varma, AIR 2025 SC 4379***, to contend that even if the impugned order is challenged on the ground that the reasons assigned by the authority are insufficient or that the order proceeds on an erroneous footing, the Court, while exercising writ jurisdiction, is not precluded from upholding such an order if the record itself discloses other valid and legally sustainable grounds justifying the same. It is argued that the Hon'ble Supreme Court in ***Tanya Energy*** has to some extent diluted the earlier propositions laid down in ***Commissioner of Police v. Gordhandas Bhanji, AIR 1952***

SC 16 and **Mohinder Singh Gill v. Chief Election Commissioner, AIR 1978 SC 851**, by clarifying that the Court is not bound to confine itself rigidly to the reasons mentioned in the administrative order alone. The Apex Court held that where the material available on record supports an alternative ground and such ground does not require any fresh factual adjudication or lead to violation of the principles of natural justice, the order can still be sustained in law.

22. Applying the said principle, Mr. Bharat submitted that even if one or more of the reasons assigned by the learned Single Judge or the State Government are found to be defective, the ultimate conclusion reached by them deserves to be upheld, as the record clearly establishes multiple independent grounds for the non-renewal and termination of the lease in question. It is submitted that the writ petitioners themselves have sold substantial portions of the leasehold land to private persons, diverted the property for commercial use such as Chaupati, Garage, and Woolen Market, and have further allowed private clinics and institutions to operate therefrom. These acts constitute clear and admitted violations of the terms and conditions of the lease, which was originally granted for charitable and religious purposes only. It is further pointed out that some portions of the property have been sub-let to a Nursing College and other entities for profit, thereby defeating the very object of the charitable grant. As such, in view of these undisputed violations and commercial exploitation, the State Government was justified in refusing renewal of the lease, and the learned Single Judge has rightly upheld the same. Hence, the impugned order of the learned Single Judge does not call for interference.
23. Mr. Samarth Singh Marhas and Mr. Pranay Golchha, learned counsel appearing for respondent No.6 adopted the submissions advanced by

the learned Advocate General appearing for the State/respondents No.1 to 5 and fully supported the impugned order dated 18.07.2025 passed by the learned Single Judge in *WPC No.977 of 2025*. It is submitted that respondent No.6 has no independent defence to raise apart from what has already been urged on behalf of the State, as the findings recorded by the learned Single Judge are based on sound appreciation of facts and law. Mr. Marhas further submitted that the appellants/writ petitioners have failed to demonstrate any right, title, or interest in the property that could justify interference in writ jurisdiction. The lease in question having been granted for purely charitable and religious purposes, and the same having been misused for commercial activities such as running a Chaupati, Garage, and Woolen Market, the State authorities were fully justified in refusing renewal and initiating steps for resumption of the land. The learned Single Judge, after considering all relevant documents and the admitted position of fact regarding sale and sub-letting of the property, has rightly upheld the action of the State Government. Hence, the present writ appeal be dismissed, affirming the impugned judgment of the learned Single Judge and the order passed by the State Government, as the same suffer from no infirmity or illegality warranting interference by this Court.

24. We have heard learned counsel appearing for the parties at length and carefully considered their rival submissions. We have also perused the record of the case, including the impugned order dated 18.07.2025 passed in WPC No.977 of 2025.
25. After appreciating the submissions of learned counsel for the parties therein as also the materials on record, the learned Single Judge while relying upon the various judicial precedents such as ***State of U.P. and***

others v. Lalji Tandon (Dead) through Lrs., (2004) 1 SCC 1, Sivayogeswara Cotton Press, Devangere and others v. M. Panchaksharappa and another, AIR 1962 SC 413, R. Kempraj v. Batron Son and Co., (1962) 2 SCC 594, R.V. Bhupal Prasad v. State of A.P. and others, (1995) 5 SCC 698, M.P. Ram Mohan Raja v. State of T.N. and others, (2007) 9 SCC 78, Purshottam Sarin v. State of Chhattisgarh, (2009) SCC OnLine Chh 63, Saroj Screens Private Limited v. Ghanshyam and others, (2012), 11 SCC 434, Ayaaubkhan Noorkhq Pathan v. State of Maharashtra, (2013) 4 SCC 465 as well as State of Kerala and others v. Joseph & Company, (2021) 19 SCC 335, has passed the impugned order in following terms:-

“37. The orders passed by the Collector, the Divisional Commissioner, and the State Government demonstrate a thorough and judicious examination of all relevant facts, documents, and legal provisions. These orders are not vitiated by any procedural irregularity, arbitrariness, or malice. Rather, they are consistent with the statutory scheme governing leases of government land and are based on well-settled principles of administrative law. It is settled law that under Article 226 of the Constitution of India, the writ jurisdiction of this Court is discretionary in nature. Relief under Article 226 may be denied where the petitioner has approached the Court with unclean hands, suppressed material facts, or violated statutory obligations. In the present case, the petitioner’s conduct, spanning over two decades of non-compliance, demonstrates a gross abuse of the lease, thereby disentitling it from equitable relief. No fundamental right of the petitioner has been shown to be infringed. The authorities acted well within their rights and jurisdiction in refusing to renew the lease and in taking steps to regain possession of the land. There is no infirmity or illegality in their decision which would warrant interference by this Court

under Article 226 or 227 of the Constitution of India.

38. For all the foregoing reasons as also the ruling of Hon'ble Supreme Court in the matter of State of Kerala (supra), this Court is of the considered opinion that the writ petition is devoid of any merit and does not call for any interference in exercise of the extraordinary jurisdiction of this Court. The petitioners have failed to establish any enforceable legal right or authority, and the actions taken by the State authorities are justified both in law and on facts.

39. Accordingly, the writ petition stands dismissed."

- 26.** The record clearly establishes that the land in question was originally leased out to the *Christian Woman's Board of Mission* for charitable and religious purposes only. The admitted position of facts emerging from the record is that substantial portions of the leased land have been either sold or alienated to private individuals, or put to commercial use for activities such as *Chaupati, Garage, Woollen Market, and other profit-oriented enterprises*. Parts of the land are also occupied by a *Nursing College* and a private medical practitioner's clinic, which are admittedly being run for commercial gain. Such acts constitute patent violations of the covenants of the lease and defeat the very object of the grant, which was meant exclusively for charitable purposes.
- 27.** The appellants/writ petitioners have failed to produce any legally admissible document evidencing lawful renewal of the lease beyond its expiry in the year 1994, nor have they established any statutory right to claim renewal as a matter of course. It is not in dispute that despite repeated communications and opportunities afforded by the authorities, the appellants continued to remain in unauthorised possession of the property for decades, while simultaneously utilising the premises for purposes other than those permitted under the lease. The plea of

acquisition of *Bhumiswami* rights under Section 158(3) of the Code of 1959 has been rightly rejected by the learned Single Judge, as the said provision is inapplicable to Nazul lands held under lease for charitable purposes.

- 28.** The record further discloses that after due verification and reconciliation of the revenue entries, the competent authority has already issued notices dated 28.10.2025 to three purchasers/occupiers who had allegedly purchased portions of the leasehold property, initiating proceedings for cancellation of the lease and resumption of the land in accordance with law. This fortifies the stand of the State that the land has been unauthorisedly transferred to third parties and misused for commercial activities in violation of the lease conditions.
- 29.** In ***Tanya Energy Enterprise Through its Managing Director Partner Shri Alluri Lakshmi Narasimha Varma*** (supra), the Hon'ble Supreme Court has held as follows :-

“35. To refresh our memory, the aforesaid decisions are authorities for the proposition that validity of an order, which is under challenge in the proceedings, must be tested on the basis of the ground(s) mentioned in it in support thereof; and any additional ground, to support the order under challenge, cannot be allowed to be raised in the reply affidavit or in course of arguments. The underlying principle is that an order which is bad in the beginning may, by the time it comes to court on account of a challenge, get validated by additional grounds later brought out. As Honble Vivian Bose, J. famously remarked in Commissioner of Police (AIR 1952 SC 16) (supra), orders are not like old wine becoming better as they grow older. What was later held in Mohinder Singh Gill (AIR 1978 SC 851) (supra) drew inspiration from the principle of law laid down in Commissioner of Police

(supra).

36. *Mohinder Singh Gill* (AIR 1978 SC 851) (*supra*) has been considered by this Court in *All India Railway Recruitment Board v. K. Shyam Kumar*. It has been held there that the principle laid down in *Mohinder Singh Gill* (*supra*) is not applicable where larger public interest is involved and in such a situation, additional grounds can be looked into, to examine the validity of an order. To the same effect is the decision in *PRP Exports v. State of Tamilnadu*. However, *K. Shyam Kumar* (*supra*) and *PRP Exports* (*supra*) have been considered in *63 Moons Technologies Ltd. v. Union of India* where it has been held in paragraph 102 by a coordinate Bench that there is no broad proposition that the law laid down in *Mohinder Singh Gill* (*supra*) will not apply where larger public interest is involved. The decisions in *K. Shyam Kumar* (*supra*) and *P.R.P. Exports* (*supra*) were distinguished on the ground that the coordinate Benches there had proceeded to consider subsequent materials that emerged for the purpose of validating the order under challenge.

37. The need, thus, arises to reconcile the decisions noticed above.

38. The respective Benches in *Commissioner of Police* (AIR 1952 SC 16) (*supra*), *Mohinder Singh Gill* (AIR 1978 SC 851) (*supra*), *Opto Circuits (India) Ltd.* (AIR 2021 SC 753) (*supra*) and *63 Moons Technologies Ltd.* (AIR 2019 SC (Supp) 660) (*supra*), in our reading, while mandating what has been noticed above was not required to and, as such, rightly did not go that far in establishing the principle that, in all cases coming before it, the court is necessarily bound to confine itself to the grounds mentioned in the administrative order under challenge and cannot look beyond such grounds at all. While the courts, in course of reviewing administrative orders, may not permit additional grounds not found within the four corners of the said order to be raised in an affidavit or in oral arguments, we are

inclined to the view that the factual narrative in such order and the documents referred to therein can certainly be considered together with the case set up in the writ petition, but in appropriate cases. Such cases could include a case, as the present, where the mentioned grounds are found to be untenable and, thus, unsustainable, but an alternative ground (appearing from the factual narrative in the order itself and/or from the records relevant thereto) is traceable which could have validly been mentioned as a ground to support the impugned rejection had there been a proper application of mind by the administrative authority. In all such cases, it would be open to the court to uphold it on such alternative ground subject, of course, to the affected party being put on notice and an opportunity to respond. This approach, which would prioritize fairness and justice over technicalities, does not run contrary to or inconsistent with the law laid down in the afore referred precedents.”

- 30.** The learned Single Judge has, in a detailed and reasoned judgment, dealt with every contention advanced on behalf of the writ petitioners and has rightly concluded that the petitioners had failed to establish any enforceable legal or equitable right for renewal of the lease. The reliance placed by the State on the judgment of the Hon’ble Supreme Court in ***Tanya Energy Enterprise Through its Managing Director Partner Shri Alluri Lakshmi Narasimha Varma*** (supra) is apposite. In the said decision, the Apex Court has held that even if an administrative order is impugned on the ground of insufficiency of reasons, the Court may nonetheless uphold it if the record discloses other valid and legally sustainable grounds. Applying this principle to the present case, even if one or more reasons assigned by the authorities or by the learned Single Judge are found deficient, the cumulative factual matrix of admitted lease violations, commercial exploitation, sale and sub-letting of the land, and

expiry of lease period independently justify the State's refusal to renew and its initiation of resumption proceedings.

31. It is well settled that renewal of a lease is not an inherent right of the lessee but a discretionary act of the lessor, contingent upon fulfilment of the lease terms and compliance with public purpose. Once the lessee has violated the fundamental conditions of the lease, the lessor-State is fully competent to decline renewal and to resume possession in accordance with law. The appellants, having violated the conditions of the charitable grant and having permitted commercial encroachment upon the leased property, cannot now claim equity or seek indulgence under Article 226 of the Constitution.
32. The conduct of the appellants/writ petitioners, who have remained in possession despite the expiry of the lease, alienated portions of the land to third parties, and allowed commercial operations on the premises, disentitles them to any equitable relief. The findings recorded by the learned Single Judge are supported by the documentary evidence on record and are in consonance with the settled legal principles laid down by the Hon'ble Supreme Court in ***Lalji Tandon (Dead) through L.Rs.***, (supra); ***R.V. Bhupal Prasad*** (supra) and ***Joseph*** (supra).
33. Learned counsel for the appellants has failed to demonstrate before this Court that the appellants/writ petitioners have any *locus standi* to maintain the present writ appeal. The record clearly reflects that the appellants have not produced any legally admissible document to show that the leasehold rights or ownership of the said land were ever validly transferred, assigned, or conveyed in their favour in accordance with law. The materials brought on record, including the very chart annexed by the appellants in the writ proceedings, unmistakably indicate that the

property in question has not been transferred to them through any lawful means.

- 34.** It further transpires that the land, which was initially leased for charitable and religious purposes, has been diverted for commercial use, such as running a Chaupati, Garage, Woolen Market, and other activities wholly inconsistent with the purpose of the original lease. This amounts to a clear violation of the lease conditions. The State Government, upon noticing these violations, has already issued notices to the three purchasers of the property for cancellation of the lease, demonstrating that the appellants themselves are not recognized as lawful lessees or successors in title.
- 35.** Further, it transpires from the record that on 16.08.2024, a notice was issued by the Tahsildar Nazul, Bilaspur, to the occupants for removal of unauthorized constructions and for cessation of all illegal activities being carried out on the said land. Pursuant to the said notice, one Dr. Raman Jogi, who claimed to be one of the Director of the Board and to have authority over the property, voluntarily handed over the possession of a major portion of the land to the Government which is evident from the communication dated 22.08.2024 (Annexure R/4). Thereafter, the land has been lawfully repossessed by the State and remains in its possession as of now. Even if the lessee intended to seek renewal at a belated stage, the long lapse of time, over 27 years, without any application being filed, and the persistent breach of lease conditions during this period, constitute clear grounds for the Government to reject any request for lease renewal. It is evident that not only did the lessee fail to seek timely renewal, but it also actively engaged in conduct that was against the purpose for which the lease was granted. Moreover, the said

notice dated 16.08.2024 has not been challenged by the petitioners before any other forum.

- 36.** In these circumstances, when the appellants have neither derived any right, title, or interest in the property through a valid transfer nor established any lawful authority to represent the original allottee, their claim to seek renewal or protection of the lease cannot be sustained. Consequently, this Court is of the considered view that the appellants/writ petitioners have utterly failed to establish their locus to file or maintain the present writ appeal, and the same deserves to be dismissed.
- 37.** It is also relevant to note that the appellants/writ petitioners have filed certain additional documents before this Court which admittedly were not placed on record or relied upon before the learned Single Judge. The appellate jurisdiction under Article 226 of the Constitution, while examining the correctness or legality of an order passed by the learned Single Judge, is essentially confined to the material that was before the said Court at the time of adjudication. The introduction of fresh documents or evidence at the appellate stage, without any satisfactory explanation for their non-production earlier, is impermissible in law, as it would amount to permitting the appellants to fill up the lacunae in their case.
- 38.** In the present case, the appellants have neither sought nor obtained any leave of this Court to produce additional evidence, nor have they shown any exceptional circumstance or necessity warranting consideration of such documents at this stage. Moreover, the appellants have failed to establish the authenticity, relevance, or evidentiary value of the said documents, which appear to have been brought on record only to create

an afterthought justification of their claim over the property.

- 39.** Therefore, this Court is not inclined to take such additional documents into consideration. The adjudication of this appeal shall remain confined to the pleadings and material that were before the learned Single Judge, as the appellants cannot be permitted to improve their case or introduce a new factual foundation at the appellate stage.
- 40.** Taking into account the overall facts and circumstances of the case, this Court finds no infirmity, perversity, or illegality in the impugned judgment warranting interference in appellate jurisdiction. The findings of fact and law recorded by the learned Single Judge are comprehensive and based on correct appreciation of the evidence and governing legal principles.
- 41.** For the foregoing reasons, the writ appeal, being devoid of merit, is hereby dismissed. The impugned judgment and order dated 18.07.2025 passed by the learned Single Judge in *WPC No.977 of 2025* is affirmed in its entirety. The notices issued by the State Government for cancellation of lease and resumption of land shall proceed in accordance with law.
- 42.** Any interim protection granted earlier shall stand vacated. There shall be no order as to costs.

Sd/-
(Bibhu Datta Guru)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice

Head Note

Renewal of a lease is not an automatic or vested right. It remains a discretionary exercise, conditional upon the lessee's scrupulous adherence to the terms of the original lease. A lessee found to be in persistent breach of conditions or indulging in commercial misuse cannot claim equitable consideration for renewal. In such circumstances, the writ petitioners lacks the locus to seek or enforce renewal of the lease.