



2026:AHC:123504-DB

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Reserved On: 02.04.2026

Delivered On: 29.05.2026

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 39695 of 2022

Ravi

.....Petitioner(s)

Versus

State Of U.P. And 4 Others

.....Respondent(s)

Counsel for Petitioner(s) : Kabeer Tiwari, Sanjeev Kumar Pandey,
Subhash Chandra Maurya, Sr.
Advocate

Counsel for Respondent(s) : CSC, G.S. Chauhan

Court No. - 4

HON'BLE NEERAJ TIWARI, J.

HON'BLE SUDHANSHU CHAUHAN, J.

(Per: Hon'ble Sudhanshu Chauhan,J.)

1. Short counter affidavit filed on behalf of respondent nos 3 to 5 is taken on record.

2. Heard Shri Anil Tiwari, learned Senior Advocate assisted by Shri Kabeer Tiwari, learned counsel for the petitioner and learned Standing Counsel for the respondent no. 1 and 2 and Shri G.S. Chauhan, learned counsel for the respondents no. 3 to 5.

3. The present petition has been filed being aggrieved by the letter dated 14.11.2022 by means of which the petitioner has been informed that resolution no. 8 has been cancelled in the meeting held on 22.10.2022, in pursuance to the said resolution marriage hall of Zila Panchayat, Jhansi had been allotted in favour of the petitioner for a tenure of 10 years and an agreement dated 05.12.2013 was executed between the parties.

4. The facts involved in the present controversy are that an auction notice dated 24.10.2013 was published for running a marriage hall situated in the campus of Inspection House (Dak Bangla Bhavan), Jhansi belonging to Zila Panchayat, Jhansi-respondent no.3 for a tenure of 10 years. The petitioner along with four others had submitted their bids in pursuance to the tender notice/

advertisement. Subsequently vide the letter dated 23.11.2013 the petitioner was called upon to deposit the requisite stamp duty for the purposes of execution of an agreement for ten years in respect of the marriage hall on payment of Rs. 28,12,500/-, in pursuance thereto the petitioner had deposited the requisite stamp duty.

5. Ultimately an agreement dated 05.12.2023 was executed between the parties in respect of the marriage hall for a tenure of ten years on payment of an amount of Rs. 25,12,500/-. Under the agreement the petitioner was required to deposit the amount due on six monthly basis and the amount so payable was to increase on three yearly basis. Further under the agreement, the construction work was to be carried out by the respondent no.3 panchayat and it was not open for the petitioner to carry out any structural changes without the consent of the respondent no. 3.

6. However, as the possession of the marriage hall was not handed over to the petitioner despite substantial passage of time, even after requests made in that regard. Hence, the petitioner approached this court by filing Writ C No. 31841 of 2015 and the said writ petition was disposed of vide the order dated 28.05.2015 directing the Competent Officer of the Zila Panchayat, Jhansi to pass appropriate orders and finalize the matter. However, as no decision was taken by the respondents despite the directions of this Court, the petitioner was constrained to file Contempt Application (Civil) No. 5114 of 2015 and the same was disposed of vide the order dated 24.08.2015, granting one more opportunity of three weeks to the respondent no.3 to comply with the order dated 28.05.2015.

7. Thereafter the petitioner made repeated efforts wherein, a request was made to handover the possession of the marriage hall to the petitioner but the same were of no avail. Subsequently, Contempt Application (Civil) No. 5031 of 2020 was filed by the petitioner in pursuance to the order dated 24.08.2015 but the same was dismissed being barred by time. In the meanwhile the petitioner on 23.10.2022 came to know through a news paper article that the respondents were going to cancel the agreement in

respect of the marriage hall.

8. Ultimately vide the impugned letter dated 14.11.2022 the petitioner was informed that the decision had been taken in the meeting of the respondent no. 3-panchayat held on 22.10.2022 to cancel resolution no. 8 in pursuance to which the agreement was executed in favour of the petitioner and the petitioner was also called upon to collect the amounts deposited in lieu of the agreement.

9. The petitioner being aggrieved by the letter dated 14.11.2022 has filed the present writ petition.

10. This Court vide the order dated 15.02.2023 had kept the letter dated 14.11.2022 in abeyance and had further directed that no third party rights shall be created in respect of the marriage hall in question. In pursuance to the order dated 15.02.2023 passed by this Court the petitioner was called upon vide the letter dated 06.03.2023 to submit his offer in respect of the amount the petitioner was willing to pay in pursuance to the agreement dated 05.12.2023, in view of the fact that the market value of the property had substantially increased during this while. The petitioner in response thereto vide the letter dated 15.03.2023 had informed that the petitioner was willing to pay an enhanced amount of 20% over and above that was agreed under the agreement.

11. Thereafter the respondent no.3 vide the letter dated 03.04.2023 had agreed to hand over the charge/ possession of the marriage hall to the petitioner subject to enhancement of the amount agreed by 20%. However, when the petitioner reached the marriage hall to take its possession, the petitioner came to realise that the marriage hall was in dilapidated condition requiring major repairs and it was not possible for the petitioner to operate the same. Hence, the petitioner vide the letter dated 12.04.2023 had informed the respondent no. 3 regarding the poor structural condition of the marriage hall and had requested that the same should be brought in a working condition and also the fact that the petitioner would be able to take the possession of the marriage hall only after the work of repair was completed and to pay the

amounts due.

12. Subsequently during the financial year 2023-24 a budget of Rs.20,17,000/- inclusive of GST was sanctioned for carrying out the repairs of the marriage hall. Further in this regard, a work order dated 21.08.2023 was issued for an amount of Rs. 3,08,700/- for repair of kitchen and another work order dated 27.08.2023 was issued for an amount of Rs. 13,46,185/- for repair of four flats, which were a part of the marriage hall.

13. It was only after the marriage hall was repaired and brought in a functional condition in September, 2025 that the petitioner vide the letter dated 03.09.2025 had requested that the possession of the marriage hall be handed over to the petitioner, so as to enable him to operate the same.

14. Thereafter the respondent no.3 vide the letter dated 27.11.2025 had informed the petitioner that the possession of the marriage hall had already been handed over to the petitioner, in pursuance to the letter dated 03.04.2023 and the petitioner was called upon to deposit the amounts due within a week. The petitioner in response thereto vide the letter dated 29.11.2025 had informed the respondent that there was no occasion for the petitioner to have taken possession of the marriage hall as the repair works were going on since 22.08.2023.

15. The respondents no.3 vide the letter dated 17.01.2026 has asked the petitioner to deposit the amounts due, once again claiming that the possession of the marriage hall was handed over to the petitioner on 03.04.2023. The petitioner vide the letter dated 28.01.2026 had informed the respondent no.3 that the petitioner had deposited an amount of Rs. 5,16,000/- on 28.01.2026 and had further stated that the petitioner had taken charge/ possession of the marriage hall on 20.01.2026, it was further stated that the petitioner was taking charge/ possession of the marriage hall under protest subject to final outcome of the present writ petition.

16. In view of the above, the contention of the learned counsel for the petitioner is that as the petitioner was handed over the

possession/ charge of the marriage hall only in the month of January, 2026, hence, the petitioner was liable to pay the amounts payable to the respondent no.3 in pursuance to the agreement only from the date of taking charge/ possession of the marriage hall. It has further been contended that there was no occasion for the petitioner to take possession/ charge of the marriage hall on 03.04.2023, in view of the dilapidated and poor condition of the marriage hall, whose repair work was admittedly carried out by the respondents by issuing work orders and the petitioner in any case could not be held liable for payment of any amount till the time the marriage hall was brought in a running condition. Thus, the crux of the contention of the petitioner is that the petitioner is liable to deposit the amount due only from the date of taking charge/ possession of the marriage hall i.e January, 2026 for a tenure of 10 years thereafter.

17. Per contra it is contended on behalf of the respondents that the petitioner was handed over the charge / possession of the marriage hall in pursuance to the letter dated 03.04.2023 and the petitioner had not objected to the same at any point of time thereafter. Attention in this regard is drawn to the copy of the letter dated 03.04.2023, which was marked to the concerned employee(s) of the respondent no.3-panchayat who had been asked to handover the charge/ possession of the marriage hall to the petitioner. Hence, it is contended on behalf of the respondents that the petitioner was liable to pay the enhanced amount as agreed upon from April, 2023.

18. We have perused the records of the case.

19. A perusal of the agreement dated 05.12.2013 shows that amongst others it states as under:-

इकरारनामा/अनुबंध

जिला पंचायत झांसी द्वारा अपर मुख्य अधिकारी जिला पंचायत झांसी- प्रथम पक्ष

श्री सत्यनारायण अग्रवाल पुत्र श्री लखनलाल नि० मु० परवारीपुरा मऊरानीपुर व श्री रवि पुत्र श्री मेहरवान सिंह नि० ग्राम सिमराहा जिला झांसी- द्वितीय पक्ष।

में द्वितीय पक्ष श्री सत्यनारायण अग्रवाल पुत्र श्री लखनलाल नि० मु० परवारीपुरा मऊरानीपुर व श्री रवि पुत्र श्री

मेहरवान सिंह नि० ग्राम सिमराहा जिला झांसी का मूल निवासी हूँ जो कि मुझे जिला पंचायत झांसी का मऊरानीपुर में स्थित निरीक्षण गृह परिसर में निर्मित विवाह घर को चार्ज देने की तिथि से दस वर्ष की अवधि के लिये दिनांक 01-11-2013 को मु० 25,12,500/- रू० पर प्रथम पक्ष जिला पंचायत झांसी द्वारा निम्न शर्तों के अधीन आवंटित किया गया है।

(emphasis added)

20. Hence, the perusal of the agreement itself reveals that the agreement was to commence from the date of hand over of the charge of the marriage hall to the petitioner. The bone of contention between the parties is that the petitioner states that he had taken over the charge/ possession of the marriage hall on 20.01.2026, while on the other hand the respondents state that the charge of the marriage hall was handed over to the petitioner on 03.04.2023.

21. Be that as it may, the respondents do not dispute the fact that the marriage hall was in a dilapidated and poor structural condition in April, 2023, when allegedly the charge of the same was handed over to the petitioner. It is also not disputed by the respondents that a budget of Rs. 20,17,000/- inclusive of GST was sanctioned by the respondent no. 3-panchayat for the purposes repair of kitchen and four flats, which were a part of the marriage hall and two work orders dated 21.08.2023 and dated 27.08.2023 respectively were also issued. Hence, it can very well be concluded that the marriage hall was not in a running condition in April, 2023 and under these circumstances, it is beyond doubt that it would not have been possible for the petitioner to have operated the marriage hall and earn profits, while it was undergoing repairs.

22. The respondents do not dispute the fact that the work of repair was completed sometime in September, 2025. It is only thereafter that it would have been possible for the petitioner to have operated the marriage hall. There is no dispute regarding the fact that as duly agreed between the parties the petitioner was liable to pay the amount due in pursuance to the agreement only after taking the charge/ possession of the marriage hall, and as such the term of ten years would commence from the date of taking charge of the

marriage hall.

23. Hence, there was no occasion for the petitioner to have paid any amount to the respondent till the point of time he was handed over the charge of the marriage hall, which happened some time in January, 2026. Even otherwise, the petitioner had taken marriage hall for earning profits and cannot be held liable to pay any amount to the respondents unless the marriage hall was in a habitable and running condition and charge thereof was duly handed over to the petitioner.

24. Even otherwise as per the terms of the agreement the claimant was to inform the respondent no.3-panchayat regarding the various construction works to be carried out in respect of the marriage hall and the works were to be carried out by the respondent no.3, while relying upon the said condition of the agreement, we find that the petitioner in response to the letter dated 03.04.2023 had informed the respondents regarding dilapidated and poor condition of the marriage hall vide letter dated 12.04.2023 with a request to get the same repaired. It is subsequent thereto that the repair works were carried out at the instance of the respondents, the budget sanctioned and the work orders were issued.

25. We find that there is another aspect to the matter in controversy as far as the contention of the respondents of handing over the possession/ charge of the marriage hall, pursuant to the letter dated 03.04.2023 is concerned. In the copy of the said letter issued to the employee(s) of the respondent no.3- panchayat it has been directed that the charge of the marriage hall be handed over to the petitioner but the respondents have failed to place any material on record to show that the charge was actually handed over to the petitioner in pursuance to the letter dated 03.04.2023.

26. In view of the findings arrived at by us above, we go on to consider the provisions of Section 52 and Section 54 of Indian Contract Act,1872 which are relevant as far as the present controversy is concerned and reads as under:

“52. Order of performance of reciprocal promises- Where the order in which

reciprocal promises are to be performed is expressly fixed by the contract, they shall be performed in that order; and where the order is not expressly fixed by the contract, they shall be performed in that order which the nature of the transaction requires.

54. Effect of default as to that promise which should be first performed in contract consisting of reciprocal promises- *When a contract consists of reciprocal promises, such that one of them cannot be performed, or that its performance cannot be claimed till the other has been performed, and the promisor of the promise last mentioned fails to perform it, such promisor cannot claim the performance of the reciprocal promise, and must make compensation to the other party to the contract for any loss which such other party may sustain by the non-performance of the contract.”*

27. Thus, Section 52 deals with situations where the sequence in which the reciprocal promises are to be performed is a factor. The section states that if the contract explicitly fixes the order of performance, then the promises be performed in that sequence. Further Section 52 emphasizes the necessity of establishing a clear sequence of action within a contractual framework to ensure the orderly progression of obligations and to prevent premature demands for performance from either party.

28. Further Section 54 deals with situations where performance of one reciprocal promise is inherently dependent upon prior performance of another promise within the same contract. This Section stipulates that if the promisor of the promise that should be performed first fails to fulfill their obligation, they cannot then claim the performance of the reciprocal promise from the other party. Moreover, the defaulting promisor is also liable to make compensation to the other party for any loss that may incur as a consequence of the non-performance of a precedent obligation of the contract. This Section clearly establishes a cause and effect relationship between the non-performance of a precedent obligation and the subsequent rights and liabilities of the other party involved in the reciprocal promise.

29. Hence, in view of the above provisions and from the perusal of the agreement dated 05.12.2023 it is evident that the agreement was to commence from the date of handing over the charge of the marriage hall to the petitioner. Thus, handing over of the charge of

the marriage hall is a condition precedent for the petitioner becoming liable for payment of amounts to the respondent no.3-panchayat, the same being evident from the nature of transaction. Further, unless the petitioner was handed over the charge of the marriage hall he was not under any obligation to pay any amount to the respondent no.3 under the agreement. Such being the legal position the petitioner would be liable to pay the amounts to the respondent no.3 when the charge of the marriage hall was handed over to the petitioner in January,2026.

30. However, the petitioner was aware that the marriage hall was in functional condition in September, 2025 itself, still the petitioner took charge of the marriage hall in January, 2026. Hence, the petitioner is himself liable for this delay and the respondents cannot be held responsible for the same. Thus, we are of the view that the petitioner would be liable to pay an enhanced amount as mutually agreed upon with the respondent no.3-panchayat in terms of the agreement from September, 2025 and the tenure of the agreement so executed between the parties for ten years would also commence from September, 2025.

31. As far as the reliefs claimed by the petitioner in the present writ petition are concerned in view of the fact that the petitioner has already been handed over the possession/ charge of the marriage hall and the petitioner is also willing to deposit the amounts under the agreement dated 05.12.2013 at an enhanced rate of 20%, the impugned letter dated 14.11.2022 has lost its relevance.

32. Hence, the writ petition is disposed of with a direction to the respondent that they may charge the amount due from the petitioner under the agreement at an enhanced rate of 20%, commencing from September, 2025 and the tenure of agreement for ten years would commence from September, 2025.

33. No orders as to costs.

(Sudhanshu Chauhan,J.) (Neeraj Tiwari,J.)

May 29, 2026

Nadeem