

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA**CWP No. 11106 of 2026****Decided on: 07.07.2026**Emerging Dehati Producer Company Limited**Petitioner****Versus**

State of H.P and others

..Respondents**Coram****Ms. Justice Jyotsna Rewal Dua****Whether approved for reporting?¹**

For the Petitioner: Mr. Deepak Gupta, Advocate.

For the Respondents: Ms. Menka Raj Chauhan, Deputy Advocate General, for respondents No. 1 to 4.

Ms. Sunita Sharma, Senior Advocate with Ms. Harshita Dogra, Advocate, for respondent No.5.

Jyotsna Rewal Dua, Judge

Petitioner seeks directions to respondents to restore electricity supply to the captive outlet and further not to disconnect water supply of the aforesaid outlet.

2. Heard and considered the case file.

3. A Memorandum of Understanding (MoU) was executed between the petitioner and respondent No.2-State Project Implementing Unit, Prakritik Kheti Khushhal Yojana on 06.04.2022 for developing prototype of a Captive Outlet, a retail store bringing natural and organic

¹Whether reporters of print and electronic media may be allowed to see the order? Yes.

farming produce for city dwellers in Shimla, Himachal Pradesh. The validity period of aforesaid MoU got over on 06.04.2026. Petitioner instituted ***Emerging Dehati Producer Company Limited versus State of H.P. and others***² seeking following substantive reliefs:-

“ii) The necessary directions are also required to be given to the respondents by directing them to deal with the representation of the petitioner Annexure P-3 and Annexure P-4 in a rightful manner without any ill-will of malafide and to decide the same sympathetically and the letter dated 28.04.2026 issued by the respondent No.4 Annexure P-9 and subsequent letter Dated 09.06.2026 Annexure P-11 may kindly be ordered to be set aside and quashed in the given facts and circumstances of the case.

iii) The respondents may also be directed by granting the writ of mandamus against them, directing the respondents to let the petitioner continue the work and perform their duties diligently in order to promote the agricultural, providing employment to the public at large and by helping the small scale marginal agriculturist of the State of H.P. and to achieve the aim and object of the proposed to be achieved by the petitioner.

iv) The respondents may also be restrained from interfering with the peaceful use and enjoyment of the Captive Store located in Boileauganj, Shimla-5 in which the petitioner is running the business of sale of the agriculture items and also from forcibly taking the possession of the same from the petitioner without adopting due process of law.”

The said writ petition was disposed of on 29.06.2026 with direction to respondent No.2/Competent Authority to decide the representation of the petitioner for extension/

²CWP No.10382/2026, decided on 29.06.2026.

renewal of the MoU within a period of three weeks.

Relevant portion from the aforesaid decision is as under:-

“3. A Memorandum of Understanding (MoU) was executed between the petitioner and respondent No.2-State Project Implementing Unit, Prakritik Kheti Khushhal Yojana on 06.04.2022 for developing prototype of a Captive Outlet, a retail store bringing natural and organic farming produce for city dwellers in Shimla, Himachal Pradesh. As per Clause B of the MoU, the retail outlet was to be the joint venture of Emerging Dehati Producer Company Limited and SPIU-PK3Y, Department of Agriculture, Himachal Pradesh. The latter was to be the sole owner of the space and infrastructure created. The fixed costs for setting up the outlet, as detailed in the financial estimates of the terms of reference, were to be contributed by the SPIU-PK3Y. Remaining fixed costs and recurring costs were to be borne by E Dehati. Profits incurred by the outlet were to be fully owned by E Dehati. Ownership arrangements were to be reviewed after four years of the contract. The clause reads as under:-

“B. Ownership: The retail outlet will be a joint venture of Emerging Dehati Producer Company Limited formally known as E Dehati and SPIU-PK3Y, Department of Agriculture, Himachal Pradesh but sole ownership of the space and infrastructure created will be of SPIUPK3Y. The fixed costs of the setting up the outlet, as detailed in the financial estimates of the ToR will be contributed by SPIU-PK3Y. The remaining fixed costs and recurring costs will be borne by E Dehati. Profits incurred by the Outlet will be fully owned by E Dehati. The ownership arrangement will be reviewed after 4 years of contract. In case there is non-compliance of guidelines at any point of time during the contract, the Department can terminate the contract and suspend E Dehati's right to any infrastructure or usage rights of logos.”

As per Clause L of the MoU pertaining to store location at Shimla, the store is owned by SPIU-PK3Y, Department of Agriculture, Himachal Pradesh. This location was to be provided free of cost for the first four years, whereafter, the agency running the captive outlet, i.e. the petitioner was to leave the venue and to look for the alternate arrangements for the outlet. The contract period being four years, the space was to be vacated and SPIU was to take over the charge of the property to be used for any other official purpose. In case of non-vacation of the space provided to the petitioner, the clause delineates the consequence as under:-

“L. Store Location: 'The store location will be at Shimla. This store is owned by SPIU-PK3Y, Department of Agriculture. This shall be provided free of cost the Captive outlet for the first four years, post which the agency running the captive outlet will have to leave the venue and look for alternate arrangements for the outlet. Contract is for 4 years. After which the space needs to be vacated and the SPIU will take over the charge of the property. SPIU will use this for other official purpose. In case the E Dehati will not vacate the space the SPIU-PK3Y can take the matter to the court of law and from the first day after 4 years the commercial rent will be applicable. However the SPIU-PK3Y on merits can review the further extension in this regard depending on the situation at that time.”

4. Learned counsel for the petitioner submits that effective period of MoU got over on 06.04.2026, but in terms of different provisions of the MoU, the SPIU-PK3Y, i.e. respondent No.2, can review its further extension on merits depending upon the situation. That keeping this in view, the petitioner submitted a proposal on 05.03.2026 (Annexure P-3) to the respondents for renewing the MoU, that was to expire on 06.04.2026. The petitioner has placed on record the proposal for extension/renewal of MoU for operation of natural farming produce captive store at Annexure P-4. Its

grievance is that without actually reviewing/considering the proposal for renewing the MoU, respondent No.2 on 28.04.2026 (Annexure P-9), directed it to vacate the outlet/premises in view of expiry of MoU on 31.03.2026. Petitioner preferred representation on 06.06.2026 (Annexure P-10), however, respondent No.2 vide its office letter dated 09.06.2026 (Annexure P-11), conveyed that in view of expiry of MoU on 31.03.2026, petitioner is required to vacate the outlet/premises and is also liable to pay all recurring charges etc. in terms thereof after 31.03.2026 till the date of actual vacation and handing over of premises.

Learned counsel for the petitioner does not dispute that MoU though is for a period of four years, but submits that provisions thereof do contain stipulation of possibility of its being reviewed for further extension after considering the case on merits. Learned counsel submits that the impugned documents, i.e. Annexures P-9 dated 28.04.2026 and P-11 dated 09.06.2026, do not suggest any review or consideration of the case of the petitioner by respondent No.2/competent authority for review/renewing the MoU for further extension on merits of its prayer. That the petitioner will be satisfied in case respondent No.2/competent authority is directed to consider the prayer made by it on 05.03.2026 (Annexure P-3), its proposal for extension/renewal of MoU (Annexure P-4) and representation dated 06.06.2026 (Annexure P-10) in accordance with law and keeping in view Clauses B & L of the MoU for review thereof on merits of petitioner's claim. Learned Additional Advocate General is not averse to this prayer.

5. Keeping in view the submissions made by learned counsel for the parties, but without examining the merits of the matter and notwithstanding the office letter dated 09.06.2026 (Annexure P-11), this writ petition is disposed of with direction to respondent No.2/competent authority to decide the representation of the petitioner for extension/renewal of the MoU for operation of natural farming produce captive store

submitted on 05.03.2026 (Annexure P-3) alongwith its proposal for extension/renewal (Annexure P-4) and representation dated 06.06.2026 (Annexure P-10) made in this regard, afresh in accordance with law and keeping in view the provisions of MoU dated 06.04.2022 (Annexure P-2), within a period of three weeks from today. The decision so arrived at shall also be communicated to the petitioner.”

Petitioner’s grievance in this writ petition is to the respondents’ internal office letter dated 01.07.2026 regarding disconnection of the electricity and water connections to the captive outlet. Learned counsel for the petitioner submits that once representation of the petitioner is yet to be decided in terms of directions already issued in ***Emerging Dehati Producer***², the possession of the petitioner in the premises in question ought to have been protected by the respondents and electricity and water connections should not be disconnected in the meanwhile. Reliance was placed upon following para of ***Madan Lal versus State of H.P.***³:-

7. The question that falls for consideration is whether the petitioner, as an interim measure, be allowed the basic amenities of water and electricity. There is no gain in saying that potable water or electricity are integral part of Right to Life within the meaning of Article 21 of the Constitution of India. These are basic necessities for human being and can well be termed as essentials of human rights. If the title dispute, owing to the prescription of right to appeal under

³CWP No.2454/2018, decided on 22.10.2018

the Statute remains pending for considerable long period, we see no reason to deny the petitioner's family the basic amenities of water and electricity, subject to their payment of requisite charges. It goes without saying that in the event of petitioner's having failed to prove his right to retain the possession, both facilities will also go along with the residential house."

4. *Emerging Dehati Producer*² was decided without venturing into the merits of the matter. There was no direction therein for protecting the possession of the petitioner over the premises in question. Petitioner's prayer for renew/review the MoU that was executed between petitioner and respondent No.2 on 06.04.2022, which had admittedly lapsed on 06.04.2026 was directed to be considered by the respondents. There is no direction in the aforesaid judgment to protect the possession of the petitioner over the premises in question. It has already been observed in ***Emerging Dehati Producer*²** that as per the contract entered into between the parties, the respondent- Agriculture department is the sole owner of the space & infrastructure. The location- the premises in question was to be provided free of cost by the respondent department to the petitioner during currency of the MoU. Whereafter the petitioner was to leave the venue. The contract being of four years, the space was to be vacated & handed over by the petitioner to the

respondent/State. The only direction issued to the respondents in the aforesaid judgment was to consider & decide petitioner's representation seeking renewal/ review of MoU in accordance with law. There being no direction to the respondents to protect possession of the petitioner over the premises in question, the relief in the nature prayed for by the petitioner in this writ petition cannot be allowed to him by way of premium even after the admitted expiry of the period of MoU- The contractual period. Reliance placed for the petitioner upon **Madan Lal**³ is misplaced in the given facts of the case. In **Madan Lal**,³ petitioner therein had constructed residential house on land which was alleged to be government land and eviction order was passed which was challenged in appeal. In the meanwhile, petitioner applied for connection of water and electricity supply. It was denied on the ground that No Objection Certificate was not issued by Municipal Council as petitioner had not raised construction after getting building plan sanctioned. While granting relief, it was held that ordinarily Court would be reluctant in granting relief to person alleged to be encroacher over government property especially when construction was raised without getting building plan sanctioned and matter of title is sub judice before

appropriate authority. The question that fell for consideration was whether petitioner therein as an interim measure should be allowed the basic amenities of water and electricity. It was held that basic amenities are integral part of Article 21 of Constitution of India and can well be termed as essentials of human rights and if title of dispute remains pending for considerable long period, there is no reason to deny basic amenities to petitioner (therein); In the event petitioner (therein) failed to prove his right to retain the possession and question of title was in dispute both facilities will also go alongwith the residential house.

Reliance on the aforesaid decision by the petitioner cannot advance his case as there are factual differences between the two cases. In ***Madan Lal***³ relief was granted as an interim measure, that too for sustenance of family in a case where petitioner was substantiating his right to retain the possession of house keeping in view that question of title was in dispute. In present case water and electricity amenities have been ordered to be disconnected on ground that MoU, signed by parties had come to an end, the contract period was over but the petitioner was still not vacating the premises owned by the respondents. Neither petitioner's

possession has been protected in ***Emerging Dehati Producer²*** nor there is any question of title involved in the matter.

In view of above, the respondents cannot be said to be at fault in ordering disconnection of electricity and water connections to the premises in question. The writ petition is accordingly dismissed. It however goes without saying that in case petitioner's representation/proposal for extension/ renewal of MoU is decided in its favour by the respondents, the same shall necessarily entail grant of electricity and water connections.

Pending miscellaneous application(s), if any, to also stand disposed of.

July 07, 2026
yogesh

Jyotsna Rewal Dua
Judge