IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

CIVIL WRIT PETITION No……………….OF 2018

M/s Hemkunt Bus Service ……….Petitioner.

Versus

State of Punjab and ors. .......Respondents.

Court fee stamps of Rs…………… are affixed hereunder.

CHANDIGARH (MUNISH BHARDWAJ)

DATED 25.10.2018 ADVOCATE

COUNSEL FOR THE PETITIONER

IN THE HIGH COURT FOR THE STATES OF PUNJAB & HARYANA AT CHANDIGARH

CIVIL WRIT PETITION No………….OF 2018

MEMO OF PARTIES

M/s Hemkunt Bus Service having its registered office Opposite Kapurthala Bus Stand, Kapurthala through its Partner Harjit Singh s/o Harbans Lal Sharma aged about 66 years r/o 459, Sidhu Corner, Kapurthala.

……….Petitioner.

Versus

1. State of Punjab through its Secretary, Department of Transport, Civil Secretariat, Chandigarh.
2. State Transport Commissioner, Punjab SCO No.177-178, Sector 17-C Chandigarh.
3. Secretary Regional Transport Authority, Jalandhar.
4. Time Table Inspector.

…………Respondents.

CHANDIGARH (MUNISH BHARDWAJ)

DATED 25.10.2018 ADVOCATE

COUNSEL FOR THE PETITIONER

Civil Writ Petition under Article 226 of the Constitution of India for the issuance of appropriate writ, order or direction especially in the nature of certiorari quashing Rule 122 of the Punjab Motor Vehicle Rules, 1989 being wholly void and violative of Section 68 and 72 of the Motor Vehicles Act, 1988 and to further quash the proposed time table whereby illegal changes in the plying of buses from Jalandhar to Mohali route have been made without any notice or opportunity of hearing to the petitioner in violation of the provisions of Motor Vehicle Act, 1988;

Issue writ of mandamus directing the respondent No.3 not to make changes in the Time Table to regulate the plying of buses on Jalandhar-Mohali route in violation of Motor Vehicle Act, 1988;

Issue any other order or direction which this Hon’ble Court deems fit and proper under the facts and circumstances of the case.

Respectfully Showeth:-

1. That petitioner is partnership firm having its registered office at Kapurthala (Punjab), hence it is entitled to invoke the extra-ordinary writ jurisdiction of this Hon’ble Court for the enforcement of its legal and Constitutional rights under Article 226 of the Constitution of India.
2. That briefly stated the facts of the case are that petitioner is a partnership-firm having its business of plying buses. It has permit to run a bus on Jalandhar-Mohali route. A copy of permit of the petitioner is attached herewith as **Annexure P-1**. On the basis of abovesaid permit, petitioner is plying its bus on the said route to the entire satisfaction of the authorities and the travelling public. Respondent No.3 issued a Joint Time Table after considering the objections of all the operators which was initially operative upto 31.01.2017 and the same was extended from time to time. A copy of Joint Time Table is attached herewith as **Annexure P-2**.
3. That a perusal of Joint Time Table shows that petitioner-firm was allotted time of 7.44 AM from Jalandhar. Now, Time Table Inspector without issuing notice to the petitioner and without giving opportunity of hearing, proposed changes in the time table vide which Kartar Bus Service is allotted time of 7.36 AM and time of petitioner-firm is changed to 7.54 AM. A proposed time table submitted to respondent No.3 for approval is attached herewith as **Annexure P-3**.
4. That action of the authorities in changing the time table without notice to the petitioner and without affording opportunity of hearing is totally illegal and against the provisions of Motor Vehicle Act, 1988 (hereinafter called as Act). Here it is relevant to mention that as per provision of Section 66 of the Motor Vehicle Act, 1988 no owner of a motor vehicle can use or permit the use of the motor vehicle as transport vehicle in any public place whether or not such vehicle is actually carrying any passengers or goods save in accordance with the conditions of permit granted or countersigned by a Regional Transport or State Transport Authority or any prescribed authority authorizing him to use of vehicle in that place in the manner in which the vehicle is being used. Relevant section 66 of the Act is reproduced hereunder for the ready reference of this Hon’ble Court:-
5. That further section 68 of the Act provides that State Government shall by notification in the Official Gazette, constitute for the State, a State Transport Authority to exercise and discharge the powers and functions specified in sub-section (3) and shall in like manner constitute Regional Transport Authorities to exercise and discharge throughout such areas (in this Chapter referred to as regions) as may be specified in the notification in respect of each Regional Transport Authority; the powers and functions conferred by or under this Chapter on such Authorities. Further section 68(2) of the Act provides that a State Transport Authority or Regional Transport Authority shall consist of a Chairman who has the judicial experience or experience as an Appellate or Revisional authority or as an adjudicating authority competent to pass any order or to take any decision under any law and in the case of State Transport Authority, such other persons not being more than 4 and in the case of Regional Transport Authority such other persons not being more than 2 as the State Government may deem fit to appoint.

Where the State Government considers it necessary or expedient so to do, constitute the State Transport Authority or a Regional Transport Authority for any region so as to consist of only one member who shall be an official with judicial experience or experience as an appellate authority competent to pass any order or take any decision under any law. Furthermore, as per section 70, 71 and 72 of the Act, it is the Regional Transport Authority which is competent to grant or refuse to grant a stage carriage permit in the discharge of its quasi-judicial functions and if it decides to grant a stage carriage permit, may grant the permit in respect of stage carriage of a specified description and may attach any one or more of the conditions mentioned in clause (i) to clause (xxiv) of sub section 2 of section 72 the Act. For the facility of reference the relevant provisions of section 68, 70, 71 and 72 of the Act are reproduced as under:-

1. That respondent No.1 vide its Notification No.SO.6/CA.59/88/S.68/89 dated 04.07.1989 in exercise of its powers conferred by clause (i) of the Second proviso to sub section 2 of Section 68 of Motor Vehicles Act and all other powers enabling him in this behalf, has constituted State Transport Authority for the State of Punjab consisting of the State Transport Commissioner, Punjab to exercise and discharge the powers and functions conferred by or under Chapter V of the Act on such authority and vide notification No.SO.65/CA/59/88/S.68.9 dated 04.07.1980, the Government of Punjab in exercise of its powers conferred by clause (i) of the second proviso to sub-section 2 of Section 68 of the Motor Vehicles Act, 1988 and all other powers enabling him in this behalf has constituted a Regional Transport Authority for each of the area of Jalandhar Division, Ferozepur Division and Patiala Division consisting of the State Transport Commissioner, Punjab to exercise and discharge the powers and functions conferred by or under Chapter V of the Act on such authorities.

In fact, the State Transport Commissioner, Punjab is exercising the powers of all the Regional Transport Authorities in the State and is discharging their quasi judicial functions under the Act. A copy of the notification dated 04.08.2017 is attached herewith as **Annexure P-4**.

1. That under Rule 122(1) of Punjab Motor Vehicle Rules, 1989, hereinafter referred to as the ‘Rules’, the State Transport Authority, may by a general or special resolution passed in its meeting delegate all or any of its powers under the Rules to its Chairman, provided that the aforesaid powers may also be delegated in the aforesaid manner to the Secretary of the State Transport Authority who shall exercise these powers only when the Chairman is away from the head quarters of the authority.

Sub-Rule (2) of Rule 122 envisages that the Regional Transport Authority may delegate all or any of its powers to the Commissioners of the Divisions, Deputy Commissioners of the Districts or any other officer of the Motor Vehicles Department by passing a general or special resolution provided that Regional Transport Authority may by general of special resolution pass in its meeting delegate its powers to its Chairman, subject to the conditions mentioned in sub rule (i) to sub rule (iv) of the Rule.

Proviso to sub rule (2) envisages that the aforesaid powers may also be delegated to the Secretary of the Regional Transport Authority by a general or special resolution, who shall exercise these powers only in the case when the Chairman is away from the headquarters of the authority and a reference to him will involve delay which in the circumstances is unreasonable. For the facility of reference Rule 122 is reproduced as under:-

1. That Rule 122 of the Rules is ultra-vires to the provisions contained in section 68 and 72 of the Act. Under Section 68, the State Government constitutes the Regional Transport Authority for any region so as to consist of only one member who shall be an official with judicial experience as an Appellate or Revisional Authority or as an adjudicating authority competent to pass an order or take any decision under any law. Whereas, powers of the Regional Transport Authority can be delegated to the Commissioners of the Divisions, Deputy Commissioners of the Districts or any other officer of the Motor Vehicles Department, irrespective of the fact that such officer possesses the minimum qualifications mentioned in Section 68(2) of the Act. The Secretary, Regional Transport Authority respondent No.3 does not have the judicial experience or experience as an Appellate or Revisional Authority or as an adjudicating authority competent to pass any order or take any decision under any law and therefore, Rule 122 deserves to be quashed.

The State Government has no competence to make the Rule authorizing one man Regional Transport Authority to delegate the powers to anyone including Secretary, Regional Transport Authorities to discharge the functions of the Regional Transport Authority without having the necessary qualifications provided to constitute one man Regional Transport Authority under the Act.

1. That it is a common practice in the State of Punjab that Secretaries of all the Regional Transport Authorities, publish cryptic notices regarding the framing/approval of time tables and major changes are made therein without giving notice of the proposed changes to the existing operators and that too without complying with the requirement of Section 72(2) (xxii) of the Act without passing any speaking order.

The Secretary, Regional Transport Authorities including respondent No.3 altogether ignoring the fact that framing/approval of the time table is a quasi-judicial function of Regional Transport Authority are abdicating the powers to the Time Table Inspectors of the State Transport Undertakings, which are invariably misused by the said employees of the State Transport Undertakings. In the State of Punjab, State Transport Undertakings are plying their buses on various routes in competition with the buses of the private operators and thus, their employees cannot be empowered that too in the absence of any provisions in the Act or Rules to vary/change the vital conditions of State Carriage permits.

1. That thus the action of the respondents in changing the time table without issuing any notice to the petitioner is totally illegal. In the present case, the Time Table Inspector has proposed the changes in the Time Table and submitted the proposed time table to the respondent No.3 for approval. The proposed changes has been made to adjust influential transporters having political linkage to the prejudicial interest of the petitioner. Petitioner has not even notice before making any changes in the Time Table. Respondent No.3 has been giving step-motherly treatment to the petitioner by denying equal frequency and halting time to it. Aggrieved against the action of the Time Table Inspector in making changes in the Time Table, petitioner submitted a representation to the respondent No.3, a copy of which is attached herewith as **Annexure P-3**.
2. That action of the respondent-Bank in taking possession of the vehicle/bus of the petitioner and putting it on sale is totally illegal, arbitrary, high-handedness, unconstitutional, violative of Article 14 and 21 of the Constitution of India, against the guidelines issued by Reserve Bank of India and against the principle of natural justice and thus liable to be set aside. Respondent-Bank has clearly violated the guidelines of the Reserve Bank of India while taking possession of the vehicle/bus of the petitioner.
3. That important question of law involved in the present case for adjudication by this Hon’ble Court are as follows:-
4. Whether respondent-Bank could take forcible possession of the vehicle of the petitioner without any notice on account of failure of the petitioner to pay certain instalments of the loan?
5. Whether the action of the respondent-Bank is against the guidelines issued by the Reserve Bank of India as no notice was given to the petitioner before taking possession of his vehicle?
6. Whether action of the respondent-Bank is illegal, arbitrary, high-handedness, unconstitutional, violative of Article 14 and 21 of the Constitution of India and against the principle of natural justice?
7. Whether officials of the respondent-Bank are not liable to be prosecuted for taking forcible possession of the petitioner in violation of guidelines issued by the Reserve Bank of India?
8. That the petitioner has no other efficacious remedy except to approach this Hon’ble Court for the enforcement of his legal and constitutional right under Article 226 of the Constitution of India. There is no remedy of appeal or revision.
9. That petitioner has not filed any such or similar petition either in this Hon’ble Court or in the Hon’ble Supreme Court of India.

Prayer:-

It is therefore respectfully prayed that:-

1. To issue rule of nisi;
2. To issue appropriate writ, order or direction especially in the nature of certiorari quashing the pre-sale letter dt.29.04.2017 (**Annexure P-4**) vide which it is proposed to sell the vehicle i.e. Bus-Ashok Leyland Viking ALPSV 4/188-5156) of the petitioner bearing Engine No.FVEZ423322, Chasis No.CEFC9FEVT3571;
3. Issue writ of mandamus directing the respondent-Bank to release the vehicle/Bus of the petitioner as vehicle/bus of the petitioner has been repossessed by the respondent-Bank forcibly without following the guidelines issued by Reserve Bank of India with further directions to the respondent-Bank not to sell the vehicle/bus of the petitioner;
4. Issue any other order or direction which this Hon’ble Court deems fit and proper under the facts and circumstances of the case;
5. Exempt the petitioner to file advance notice to the respondents;
6. Exempt the petitioner to file certified copies of the Annexures;
7. Award the costs against the respondents and in favour of petitioner.

It is further prayed that directions be issued to respondent-Bank to immediately release the vehicle/bus of the petitioner i.e. 52 seater Bus-Ashok Leyland Viking ALPSV 4/188-5156) of the petitioner bearing Engine No. FVEZ423322, Chasis No.CEFC9FEVT3571and not to put the same on sale during the pendency of present writ petition in the interest of justice and fair play.

CHANDIGARH PETITIONER

DATED 08.05.2017 THROUGH

(MUNISH BHARDWAJ)

ADVOCATE

COUNSEL FOR THE PETITIONER

VERIFICATION

Verified that contents of para No.1-11 and 14-15 of the writ petition are true and correct as per my knowledge and contents of para No.12-13 are based on legal advice and believed to be correct. Not part of it is false and nothing has been concealed therein.

CHANDIGARH PETITIONER

DATED 08.05.2017

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

CIVIL WRIT PETITION No……………….OF 2017

M/s SBS Bus Service ……….Petitioner.

Versus

Union of India and ors. .......Respondents.

Affidavit of Mohan Lal Sharma s/o Harbans Lal Sharma aged about 66 years r/o 459, Sidhu Corner, Kapurthala partner M/s SBS Bus Service.

I, the abovenamed deponent do hereby solemnly affirm and declare as under:-

1. That I am partner of petitioner-firm and well conversant with the facts of the case.
2. That the contents of para No. 1-11 and 14-15 of the writ petition are true and correct as per my knowledge and contents of para No.12-13are based on legal advice and believed to be correct. Not part of it is false and nothing has been concealed therein.
3. That no such or similar petition has been filed either in this Hon’ble Court or Supreme Court of India.

Chandigarh

Dated 08.05.2017Deponent

Verification

Verified that contents of para No.1 to 3 of my abovnoted affidavit are true and correct as per my knowledge and belief and nothing has been concealed therein.

Chandigarh

Dated 08.05.2017Deponent

Annexure P-1

INDUSIND BANK

CONSUMER FINANCE DIVSN.

JALANDHAR

Trans. Mode: Online

14/07/2016 14.39

NORMAL RECEIPT

RT 3980516P14Z0002 HHT Code: 39805

Collector #: R24919 A

Name RANJEET SINGH

Customer Details: Code: CU6702961

Name SBS BUS SERVICE

Details:

Contact No. Amount

PJJOO595D 30,000/-

--.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.

Total 30,000/-

-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-

MODE CASH

Denominations:

1000 x 2 = 2000 500x56 = 28000

Deno. Amt. 30,000/-

Deno Bal: 0.00

Thirty Thousand Rupee only

Customer Copy Collector Sign: Remitter Sign:

PLEASE GO THROUGH THE INSTRUCTIONS PRINTED ON

REVERSE.

True Copy

Advocate

….Contd.

Annexure P-1

INDUSIND BANK

CONSUMER FINANCE DIVSN.

JALANDHAR

Trans. Mode: Online

06/08/2016 16.48

NORMAL RECEIPT

RT 7356716J06A0001 HHT Code: 73567

Collector #: R30021 A

Name AJAY KUMAR PRASHER

Customer Details: Code: CU6702961

Name SBS BUS SERVICE

Details:

Contact No. Amount

PJJOO595D 45,000/-

--.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.

Total 45,000/-

-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-

MODE CASH

Denominations:

100 x 450 = 45000

Rpt. Amt. 45,000/-

Deno Bal: 0.00

Forty Five Thousand Rupee only

Customer Copy Collector Sign: Remitter Sign:

PLEASE GO THROUGH THE INSTRUCTIONS PRINTED ON

REVERSE.

True Copy

Advocate

….Contd.

Annexure P-1

INDUSIND BANK

CONSUMER FINANCE DIVSN.

JALANDHAR

Trans. Mode: Online

29/09/2016 17.07

NORMAL RECEIPT

RT 7356716229G0003 HHT Code: 73567

Collector #: R30021 A

Name AJAY KUMAR PRASHER

Customer Details: Code: CU6702961

Name SBS BUS SERVICE

Details:

Contact No. Amount

PJJOO595D 37,500/-

--.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.

Total 37,500/-

-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-

MODE CASH

Denominations:

1000 x 2=2000 500x68=34000 100X15=1500

Rpt. Amt. 37,500/-

Deno Bal: 0.00

Thirty Seven Thousand five hundred Rupees only

Customer Copy Collector Sign: Remitter Sign:

PLEASE GO THROUGH THE INSTRUCTIONS PRINTED ON

REVERSE.

True Copy

Advocate

Annexure P-2

Dated 13.12.2016

1. SBS BUS SERVICE THROUGH ITS PARTNER MOHAN LAL SHARMA S/O HARBANS LAL SHARMA R/O 459, SIDHU CORNER, DISTT. KAPURTHALA.

……Borrower.

1. MEHAR SINGH S/O JOGINDER SINGH VILL MEHMADWAL P.O. KHIRAWALI, KAPURTHALA.

…..Guarantor/Co-Borrower.

Dear Sir,

Reg: Loan Agreement No.: PJJ00595D

We refer to the above Loan Agreement No.PJJ00595D dated 13.04.2016

We also refer to our reminder letters and our various visits to your residence and office for payment of defaulted loan instalments. Despite our best efforts you failed to clear the defaulted amount.

Consequently, in order to recover our dues, we have repossessed the Vehicle-ASHOK LEYLAND VIKING ALPSV 4/188-5156 Bearing Engine No.FVEZ423322 & Chasis No.CEFC9FEVT3571 through Section 9 of Arbitration and Concillation Act with the Court order and the Vehicle is parked in our parking Yard.

We hereby call upon you to settle the contract either by paying your Overdue amount of Rs.188,820/- or by paying in full Rs.13,80,994/- settlement amount as on 13.12.206 before 25.12.2016 and get the vehicle released from Bank.

Since you have also failed to provide RC and Insurance of Vehicle to Bank even after more than 7 months of Loan Agreement executed with the Bank, so you are also hereby directed to furnish the RC & Insurance of Vehicle being financed by Bank along with the clearing of overdue amount or in case of final settlement with the Bank.

Yours faithfully,

FOR INDUSIND BANK LTD.

AUTHORIZED SIGNATORY

True Copy

Advocate

Annexure P-3

INDUSIND BANK

CONSUMER FINANCE DIVSN.

JALANDHAR

Trans. Mode: Online

20/02/2017 12.02

NORMAL RECEIPT

RT 7356717N20X0003 HHT Code: 73567

Collector #: R30021 A

Name AJAY KUMAR PRASHER

Customer Details: Code: CU6702961

Name SBS BUS SERVICE

Details:

Contact No. Amount

PJJOO595D 30,000/-

--.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.

Total 30,000/-

-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-.-

MODE CASH

Denominations:

2000 x 15=30000

Rpt. Amt. 30,000/-

Deno Bal: 0.00

Thirty Thousand hundred Rupees only

Customer Copy Collector Sign: Remitter Sign:

PLEASE GO THROUGH THE INSTRUCTIONS PRINTED ON

REVERSE.

True Copy

Advocate

Annexure P-4

PRE-SALE LETTER

Dated 29.04.2017

1. SBS BUS SERVICE THROUGH ITS PARTNER MOHAN LAL SHARMA S/O HARBANS LAL SHARMA R/O 459, SIDHU CORNER, DISTT. KAPURTHALA.

……Borrower.

1. MEHAR SINGH S/O JOGINDER SINGH VILL MEHMADWAL P.O. KHIRAWALI, KAPURTHALA.

…..Guarantor/Co-Borrower.

Dear Sir,

Reg: Loan Agreement No.: PJJ00595D

Ref: 1. Contract No.PJJ00595D and Vehicle (Model) ASHOK

LEYLAND VIKING ALPSV 4/188-5156

2. Our Letter dated 14.12.16, 28.12.16

You have availed a vehicle loan vide Agreement No.PJJ00595D, Dated 13.4.2016 for the purchase of the above referred vehicle, which is hypothecated in favour of our Bank. You have defaulted in the repayment of the said loan despite several follow ups and reminders of demands in written and in person. Despite our best efforts, you failed to clear the defaulted amount.

Consequently, in order to recover our dues, we have repossessed the Vehicle-ASHOK LEYLAND VIKING ALPSV 4/188-5156, Bearing Engine No.FVEZ423322 & Chasis No.CEFC9FEVT3571 through Section 9 of Arbitration and Concillation Act with the Court order and the Vehicle is parked in our parking yard.

After that we have also issued notices to you on dated 14.12.2016 & 28.12.16 to settle the contract and get the vehicle released from the Bank but you did not turned up for any settlement and also you failed to provide RC of the vehicle to the Bank.

AS ON DATE-29/4/17 YOUR OVERDUE IS RS. 400,258/-, FUTURE DUE RS.12,34,236/-, LOAN OUTSTANDING RS.16,34,494/-

We give you one another last and final opportunity to settle your loan account before 10.05.17 and take your vehicle back.

In case you did not come for settlement, the said vehicle in question will be sold in ‘AS IS WHERE AS CONDITION’ at the price of highest quotation which would be received by the Bank from open market and the sale proceeds will be adjusted against your dues in the loan account. You and co-borrower shall be liable to pay the deficit after such adjustment.

FOR INDUSIND BANK LTD.

AUTHORIZED SIGNATORY

True Copy

Advocate

LIST OF DATES/EVENTS

|  |  |
| --- | --- |
| 13.04.2016 | Petitioner is a partnership-firm having its business of plying bus. It has permit to run a bus on Kapurthala-Mohali route. For the purpose of its business, it has purchased a vehicle i.e. 52 seater Bus-ASHOK LEYLAND VIKING ALPSV 4/188-5156) with Engine No.FVEZ423322, Chasis No.CEFC9FEVT3571 under Hire Purchase Agreement from M/s Globe Auto Parts (Regd.). Jalandhar in April, 2016 by availing a loan of Rs.12,93,230/- from respondent-Bank. Accordingly, a Loan Agreement No.PJJ00595D was also entered between the parties on 13.04.2016 and a sum of Rs.12,93,230/- was financed to the petitioner by the respondent-Bank and petitioner took the delivery of aforesaid vehicle from the dealer directly. |
|  | In terms of Loan Agreement, the petitioner is liable to pay the loan amount alongwith interest in 47 monthly instalment. As per schedule of payment attached with the loan agreement, petitioner is liable to pay 10 instalments @ Rs.37264/- p.m. and remaining instalments @ Rs.35264/- p.m. The first instalment is to start on 07.05.2016 and it is to end on 07.03.2020. |
|  | After purchasing the aforesaid vehicle from the dealer, petitioner spent Rs. 8 lakh on the body of the vehicle. However, dealer failed to supply sale certificate to the petitioner and thus it could not registered its vehicle/Bus with the Registering Authority, Kapurthala. However, petitioner is given temporary Number |
| 14.07.2016 | Petitioner started paying EMI to the respondent-bank. Copy of receipts showing payment of instalment is attached herewith as **Annexure P-1 (colly.)**. However, relevant to mention here that Govt. of India introduced the scheme of scrapping the old notes of Rs.500/- & 1000/- denomination (notebandi) on 08.11.2016. Owing to scrapping of old notes (notebandi), it become very difficult for the petitioner to run its business and it ran out of cash as the cash was not easily available and thus petitioner could not pay the EMI. Petitioner requested the Bank to give some time so that it could pay the EMI. |
| 29.11.2016 | On 29.11.2016, the bus of the petitioner was intercepted by officials of the bank accompanied with some muscleman at Jalandhar Bus Stand and possession of the bus of the petitioner was forcibly taken from the driver of the petitioner. When driver and conductor of the petitioner objected to the taking of forcible possession of the vehicle than muscle-man accompanied the bank officials threatened them. |
|  | Petitioner immediately contacted the respondent-Bank and requested it to release the vehicle/bus of the petitioner. Petitioner also requested the respondent-Bank that petitioner is facing difficulty in paying the EMI owing to notebandi and requested for some time. Petitioner assured the bank officials that it will pay the instalments once the things become normal but bank officials failed to listen to the genuine demand of the petitioner. Officials of the bank insisted upon the petitioner to pay the whole amount of loan, otherwise they will not release the vehicle/bus of the petitioner. |
| 13.12.2016 | Thereafter, respondent-Bank issued letter dt.13.12.2016 to the petitioner whereby petitioner is directed either to pay overdue amount of Rs.1,88,820/- or pay the full amount of loan of Rs.13,80,994/- and get the vehicle/bus released from the Bank. A copy of the letter dated 13.12.2016 is attached herewith as **Annexure P-2**. Perusal of letter dated 13.12.2016 shows that respondent-Bank has filed the case before the arbitrator under Arbitration and Conciliation Act and as per respondent-Bank they have taken the possession of the vehicle of the petitioner under the order of the Court. However, petitioner has not received any notice from the Arbitrator before taking of possession of the vehicle. Neither any notice has been issued by the respondent-Bank before taking possession of the vehicle of the petitioner. |
| 20.02.2017 | Petitioner again contacted the respondent-Bank and once again requested it to release the vehicle/bus of the petitioner immediately. It is specifically brought to the notice of the respondent-Bank that petitioner is owning only one bus and it is the only source of its income and it could pay the EMI only when the bus is released to the petitioner. It also gave an undertaking to the respondent-Bank that once it start plying the bus, it will regularly pay the EMI. It is also brought to the notice of the respondent-Bank that dealer has now supplied it the sale certificate and they will got the vehicle registered and also got it insured and supply the RC/Insurance to the respondent-Bank. On this, respondent-Bank told to the petitioner to pay atleast some amount so that they could release the vehicle/bus of the petitioner. Resultantly, petitioner paid an amount of Rs.30,000/- on 20.02.2017 vide receipt dt. 20.02.2017, a copy of which is attached herewith as **Annexure P-3**. However, inspite of payment of Rs.30,000/-, respondent-Bank failed to release the vehicle/bus of the petitioner. |
| 29.04.2017 | Now to the utter shock of the petitioner, the respondent-Bank has issued Pre-Sale letter dated 29.04.2017 to the petitioner, whereby it is written to the petitioner that there is overdue of Rs.400,255/-, future due of Rs.12,34,236/- and total loan outstanding of Rs.16,24,494/-. It is also written to the petitioner through aforesaid letter to settle the loan amount till 10.05.2017 and take vehicle, otherwise they will sell the vehicle of the petitioner “AS IS WHERE AS CONDITION” basis in open auction. A copy of Pre-Sale Letter dated 29.04.2017 is attached herewith as **Annexure P-4**. |
|  | Whole action of the respondent-Bank in taking forcible possession of the vehicle/bus of the petitioner and putting it on sale is wholly illegal and against the guidelines issued by the Reserve Bank of India-respondent No.2 regarding taking possession of vehicle in case of default in payment of instalments. A copy of the guidelines issued by respondent No.2 is attached herewith as **Annexure P-5.** A reading of the guidelines shows that notice is required to be given to the borrower before taking possession of the vehicle. But in the present case, no notice is given to the petitioner before taking possession of the vehicle/bus of the petitioner. |
| 08.05.2017 | Hence the present writ petition |

CHANDIGARH (MUNISH BHARDWAJ)

DATED 08.05.2017 ADVOCATE

COUNSEL FOR THE PETITIONER

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

CIVIL WRIT PETITION No………….OF 2017

M/s SBS Bus Service ……….Petitioner.

Versus

Union of India and ors. .......Respondents.

I N D E X

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| --- | --- | --- | --- | --- |
| S.No. | Particulars | Date | Page | C. Fee |
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| 2. | List of Dates/Events | 08.05.2017 | 2-4 |  |
| 3. | Civil Writ Petition | 08.05.2017 | 5-12 |  |
| 4. | Affidavit in support | 08.05.2017 | 13 |  |
| 5. | Annexure P-1 (Receipts) | 27.08.2016 | 14-15 |  |
| 6. | Annexure P-2 (Letter) | 02.09.2016 | 16-17 |  |
| 7. | Annexure P-3 (Receipt) | 20.02.2017 |  |  |
| 8. | Annexure P-4 (Guidelines) | 01.07.2011 | 18-23 |  |
| 9. | Annexure P-5 (Pre-Sale Letter) | 29.04.2017 |  |  |
| 10. | Power of Attorney | 06.09.2016 | 24 |  |
| 11. | Total Court fees | 07.09.2016 |  |  |

Note: The main law points involved in the present writ petition are contained in para No.9 at page 10.

1. Relevant Statute/Act Constitution of India.
2. Similar Case: Nil
3. Any notice of Caveat Nil

CHANDIGARH (MUNISH BHARDWAJ)

DATED 08.05.2017 ADVOCATE

COUNSEL FOR THE PETITIONER

Annexure P-1

GOVERNMENT OF PUNJAB

PERMIT IN RESPECT OF A SERVICE OF STATE CARRIAGES

(Full permit to be kept by holder)

315930

Regional Transport Authority Jalandhar No.P St.S. 649/R/04

1. Name of holder: M/s Hemkunt Bus Service Regd. Khumano

Fatehgarh Sahib

1. Father’s Name:
2. Address:
3. Route/Area for which the permit is valid: **Jalandhar to Mohali via SBS Nagar, Ropar (One permit with one R/Trip daily)**

The entries in column No.4 above are subject to the condition in entry 16 below.

1. Type or types of vehicle to be used in the Service Registration Number and seating capacity in each case: **Bus No. PB-23 M 1855, PB-23 G 9915**
2. Date of expiry: 17.05.2014
3. Maximum and minimum fares, if fixed under section 67 of the Act: **As fixed by the Govt**.
4. Particulars of time table to be observed, if any: **As per RTA**
5. Whether goods may be carried on any or all of the vehicles solely or in addition to passengers, and the condition subject to which goods may be carried: **Carriage of passengers on hire and reward**

**Renewed upto 17.05.2019**

1. A large number of passengers than the number specified in the certificate of registration shall not be carried in any of the vehicles at one time: **Yes**
2. A conductor shall be carried on the vehicles at all times when they are in use as stage carriages or contract carriages: **Yes**
3. Whether the fare-table is to be exhibited on the vehicles: **As fixed by the Govt.**
4. Whether time table is to be exhibited on the vehicles: **As per RTA**
5. The records to be maintained and the dates on which return are to be made to the Transport Authority
6. Renewal application will be filed 15 days earlier before the expiry of permit.
7. Motor Vehicle Tax will be paid in time
8. This permit shall to the extent specified in entry 9 above be deemed to be a public carrier’s permit.
9. Not more than As per applicable vehicles of the service may be used by the holder of the permit as contract carriages within the areas here in under specified and subject to the following conditions:-
10. When the vehicles are not in use they shall not be halted in public place except at a land or parking place appointed by a competent authority under section 117 of the Act.
11. A vehicle of service permitted by entry16 above to be used.

Permit No.649/R/04 Bus No.PB 23 T 0885

Added in fleet as per Secy.RTA-Patiala memo No.1819/SC/dt.31.05.2016

Sd/-

Secretary

R.T.A.Jalandhar

03.06.16

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Advocate

Annexure P-2

A temporary adjustment has been made on the Jalandhar-Mohali-Chandigarh route. Objections have been raised by some operators on this route which were heard on 02.01.2017 and after deciding those objections time table has been issued as follows:-

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sr.No. | Time | Company | Route | Permit No. | Valid |
| 1. | 00.20 | PRA-1 | ASR-CHD |  |  |
| 2. | 1.45 | PRR | ASR-CHD |  |  |
| 3. | 4.25 | PRN | JLD-CHD |  |  |
| 4. | 4.40 | PRN | JLD-CHD |  |  |
| 5. | 4.55 | PRN | JLD-CHD |  |  |
| 6. | 5.07 | PRN | JLD-CHD |  |  |
| 7. | 5.11 | CTU | ASR-CHD |  |  |
| 8. | 5.15 | ABS | ASR-CHD |  |  |
| 9. | 5.19 | PRR | ASR-CHD |  |  |
| 10. | 5.24 | PRR | JAL-MOHALI |  |  |
| 11. | 5.27 | PRC | ASR-CHD |  |  |
| 12. | 5.32 | PRN | JLD-CHD |  |  |
| 13. | 5.36 | PRN | JLD-CHD |  |  |
| 14. | 5.40 | PRN | JLD-CHD |  |  |
| 15. | 5.44 | PRN | JLD-CHD |  |  |
| 16. | 5.47 | MS | JAL-MOHALI |  |  |
| 17. | 5.50 | PRA-2 | ASR-CHD |  |  |
| 18. | 5.54 | PRTC | ASR-CHD |  |  |
| 19. | 5.57 | PRR | ASR-CHD |  |  |
| 20. | 6.00 | PRR | ASR-CHD |  |  |
| 21. | 6.03 | ABS | JAL-MOHALI |  |  |
| 22. | 6.06 | PRB | BTL-CHD |  |  |
| 23. | 6.09 | PRJ-1 | ASR-CHD |  |  |
| 24. | 6.12 | PRB | BTL-CHD |  |  |
| 25. | 6.15 | HRTC | JLD-DERADOON |  |  |
| 26. | 6.18 | PRTC | KPT-CHD |  |  |
| 27. | 6.21 | PRTC | KPT-CHD |  |  |
| 28. | 6.24 | LIBRA | JAL-MOHALI |  |  |
| 29. | 6.27 | PRN | ASR-CHD |  |  |
| 30. | 6.30 | PRR | JLD-CHD |  |  |
| 31. | 6.33 | PRA-2 | ASR-CHD |  |  |
| 32. | 6.36 | ABS | JAL-MOHALI |  |  |
| 33. | 6.39 | PRA-1 | ASR-CHD |  |  |
| 34. | 6.42 | PRN | ASR-CHD |  |  |
| 35. | 6.45 | ABS | JAL-MOHALI |  |  |
| 36. | 6.48 | PRA2 | ASR-CHD |  |  |
| 37. | 6.51 | PRB | BTL-CHD |  |  |
| 38. | 6.54 | PRTT | TT-CHD |  |  |
| 39. | 6.57 | PRC | ASR-CHD |  |  |
| 40. | 7.00 | PRA-1 | ASR-CHD |  |  |
| 41. | 7.03 | RAJ | ASR-CHD |  |  |
| 42. | 7.06 | UNITED | JAL-MOHALI |  |  |
| 43. | 7.09 | CTU | ASR-CHD |  |  |
| 44. | 7.12 | HRA | JAL-PONTA SAHIB |  |  |
| 45. | 7.15 | PRA-1 | ASR-CHD |  |  |
| 46. | 7.17 | **Paramjit** | KPT-MOHALI |  |  |
| 47. | 7.20 | PRJ-2 | JLD-CHD |  |  |
| 48. | 7.23 | PRJ-2 | JLD-CHD |  |  |
| 49. | 7.26 | PRB | BTL-CHD |  |  |
| 50. | 7.29 | PRJ-1 | JLD-CHD |  |  |
| 51. | 7.32 | PRJ-1 | JLD-CHD |  |  |
| 52. | 7.35 | PRTC | S.PUR-CHD |  |  |
| 53. | 7.38 | PRTC | KPT-CHD |  |  |
| 54. | 7.41 | PRB | BTL-CHD |  |  |
| 55. | **7.44** | **HEMKUNT** | JAL-MOHALI |  |  |
| 56. | 7.47 | PRP | PATTI-CHD |  |  |
| 57. | 7.50 | PRA-2 | ASR-CHD |  |  |
| 58. | 7.53 | PRR | ASR-CHD |  |  |
| 59. | 7.56 | PR PATTI | PATTI-CHD |  |  |
| 60. | 7.58 | **KARTAR** | JAL-MOHALI |  |  |
| 61. | 8.01 | PRJ-2 | JLD-CHD |  |  |
| 62. | 8.04 | PRJ-2 | ASR-CHD |  |  |
| 63. | 8.07 | PRN | ASR-CHD |  |  |
| 64. | 8.10 | PRN | JLD-CHD |  |  |
| 65. | 8.13 | PRJ-1 | JAL-MOHALI |  |  |
| 66. | 8.16 | PRB | BTL-CHD |  |  |
| 67. | 8.19 | CHARANKAMAL | JAL-MOHALI |  |  |
| 68. | 8.22 | HRTC | ASR-CHD |  |  |
| 69. | 8.25 | SUTLEJ | JAL-MOHALI |  |  |
| 70. | 8.28 | PRA-2 | ASR-CHD |  |  |
| 71. | 8.32 | PRN | JAL-SHIMLA |  |  |
| 72. | 8.35 | PRC | ASR-CHD |  |  |
| 73. | 8.38 | OM ONKAR | ASR-MOHALI |  |  |
| 74. | 8.41 | PRJ-1 | JLD-CHD |  |  |
| 75. | 8.44 | PRJ-1 | JLD-CHD |  |  |
| 76. | 8.47 | PRTT | TT-CHD |  |  |
| 77. | 8.50 | PRTT | TT-CHD |  |  |
| 78. | 8.53 | PRN | ASR-CHD |  |  |
| 79. | 8.56 | PRN | JLD-CHD |  |  |
| 80. | 8.59 | KARTAR | JAL-MOHALI |  |  |
| 81. | 9.02 | PRC | ASR-CHD |  |  |
| 82. | 9.05 | CTU | ASR-CHD |  |  |
| 83. | 9.08 | ONKAR | ASR-MOHALI |  |  |
| 84. | 9.11 | PRTC | KPT-CHD |  |  |
| 85. | 9.14 | OBS | JAL-MOHALI |  |  |
| 86. | 9.17 | PRJ-1 | LOHIAN-CHD |  |  |
| 87. | 9.20 | PRJ-1 | ASR-CHD |  |  |
| 88. | 9.23 | PRJ-2 | LOHIAN-CHD |  |  |
| 89 | 9.26 | PRN | JLD-CHD |  |  |
| 90. | 9.29 | PRN | JLD-PONTA SAHIB |  |  |
| 91. | 9.32 | PRP | PATTI-CHD |  |  |
| 92. | 9.35 | ABS | JAL-MOHALI |  |  |
| 93. | 9.38 | PRA-1 | ASR-CHD |  |  |
| 94. | 9.41 | PRJ-1 | ASR-CHD |  |  |
| 95. | 9.44 | PRTT | TT-CHD |  |  |
| 96. | 9.47 | PRJ-2 | JLD-CHD |  |  |
| 97. | 9.50 | OBS | JAL-MOHALI |  |  |
| 98. | 9.53 | PRTC | KPT-CHD |  |  |
| 99. | 9.56 | PRA-1 | ASR-CHD |  |  |
| 100. | 9.59 | PRN | JLD-CHD |  |  |
| 101. | 10.02 | PRN | JLD-CHD |  |  |
| 102. | 10.05 | PRN | JLD-CHD |  |  |
| 103. | 10.08 | CTU | JLD-CHD |  |  |
| 104. | 10.11 | PRC | ASR-CHD |  |  |
| 105. | 10.14 | PRN | JLD-CHD |  |  |
| 106. | 10.17 | UNITED | JAL-MOHALI |  |  |
| 107. | 10.20 | PRJ-1 | JLD-CHD |  |  |
| 108. | 10.23 | PRJ-1 | JLD-CHD |  |  |
| 109. | 10.26 | PRJ-1 | JLD-CHD |  |  |
| 110. | 10.29 | PRA-1 | ASR-CHD |  |  |
| 111. | 10.32 | ABS | JAL-MOHALI |  |  |
| 112. | 10.36 | PRTC | KPT-CHD |  |  |
| 113. | 10.40 | PRA1 | KPT-CHD |  |  |
| 114. | 10.44 | PRA1 | ASR-CHD |  |  |
| 115. | 10.48 | PRN | JLD-CHD |  |  |
| 116. | 10.53 | PRN | JLD-CHD |  |  |
| 117. | 10.58 | PRN | JLD-CHD |  |  |
| 118. | 11.02 | PRA-2 | JLD-CHD |  |  |
| 119. | 11.05 | PRB | BTL-CHD |  |  |
| 120. | 11.08 | PRJ-1 | JLD-CHD |  |  |
| 121. | 11.11 | PRJ-1 | JLD-CHD |  |  |
| 122. | 11.14 | PRJ-1 | JLD-CHD |  |  |
| 123. | 11.17 | LIBRA B | JAL-MOHALI |  |  |
| 124. | 11.20 | PR PATTI | ASR-CHD |  |  |
| 125. | 11.24 | OBS | JAL-MOHALI |  |  |
| 126. | 11.26 | PRR | JLD-CHD |  |  |
| 127. | 11.29 | PRR | JLD-CHD |  |  |
| 128. | 11.32 | ABS | JAL-MOHALI |  |  |
| 129. | 11.35 | PRJ-2 | JLD-CHD |  |  |
| 130. | 11.38 | PRJ-2 | JLD-CHD |  |  |
| 131. | 11.41 | PRTT | TT-CHD |  |  |
| 132. | 11.44 | PRTC | KPT-CHD |  |  |
| 133. | 11.47 | PRTC | ASR-CHD |  |  |
| 134 | 11.50 | PRA-1 | ASR-CHD |  |  |
| 135. | 11.53 | ONKAR | JAL-MOHALI |  |  |
| 136. | 11.56 | PRB | BTL-CHD |  |  |
| 137. | 11.59 | PRB | BTL-CHD |  |  |
| 138. | 12.02 | PR PATTI | PATTI-CHD |  |  |
| 139. | 12.05 | PRA-2 | ASR-CHD |  |  |
| 140. | 12.09 | HRA | JLD-CHD |  |  |
| 141. | 12.12 | OBS | JAL-MOHALI |  |  |
| 142. | 12.16 | PRN | ASR-CHD |  |  |
| 143. | 12.20 | PRN | ASR-CHD |  |  |
| 144. | 12.25 | PRN | ASR-CHD |  |  |
| 145. | 12.30 | PRN | JLD-CHD |  |  |
| 146. | 12.37 | PRN | JLD-CHD |  |  |
| 147. | 12.40 | RAJDEEP1/2 | PTK-CHD |  |  |
| 148. | 12.44 | PRB | BTL-CHD |  |  |
| 149. | 12.47 | PRTT | TT-CHD |  |  |
| 150. | 12.50 | PRN2 | JLD-CHD |  |  |
| 151. | 12.53 | PRTC | KPT-CHD |  |  |
| 152. | 12.56 | PRA-1 | ASR-CHD |  |  |
| 153. | 12.58 | ABS | JAL-MOHALI |  |  |
| 154. | 13.03 | PRJ1 | JLD-CHD |  |  |
| 155. | 13.06 | PRR | JLD-CHD |  |  |
| 156. | 13.10 | PRR | JLD-CHD |  |  |
| 157. | 13.13 | KPT | KPT-MOHALI |  |  |
| 158. | 13.16 | CTU | ASR-CHD |  |  |
| 159. | 13.20 | PRC | ASR-CHD |  |  |
| 160. | 13.24 | PRC | ASR-CHD |  |  |
| 161. | 13.27 | ABS | JAL-MOHALI |  |  |
| 162. | 13.30 | PRJ-2 | JLD-CHD |  |  |
| 163. | 13.34 | PRTT | TT-CHD |  |  |
| 164 | 13.38 | PRN | JLD-CHD |  |  |
| 165. | 13.43 | PRN | JLD-CHD |  |  |
| 166. | 13.50 | PRN | JLD-CHD |  |  |
| 167. | 13.53 | CTU | ASR-CHD |  |  |
| 168. | 13.56 | ABS | JAL-MOHALI |  |  |
| 169. | 13.59 | PRJ-2 | JLD-CHD |  |  |
| 170. | 14.02 | PRJ-2 | JLD-CHD |  |  |
| 171. | 14.07 | PRN | UDHAMPUR-CHD |  |  |
| 172. | 14.12 | PRN | JLD-CHD |  |  |
| 173. | 14.16 | PRR | ASR-CHD |  |  |
| 174. | 14.21 | PRR | ASR-CHD |  |  |
| 175. | 14.26 | PRR | ASR-CHD |  |  |
| 176. | 14.29 | LIBRA | JAL-MOHALI |  |  |
| 177. | 14.34 | PRB | BTL-CHD |  |  |
| 178. | 14.40 | PRN | DALHOUSIE-CHD |  |  |
| 179. | 14.45 | PRN | ASR-CHD |  |  |
| 180. | 14.48 | UNITED | JAL-MOHALI |  |  |
| 181. | 14.52 | PRP | PATTI-CHD |  |  |
| 182. | 14.57 | PRTT | TT-CHD |  |  |
| 183. | 15.00 | ABS | JAL-MOHALI |  |  |
| 184. | 15.04 | PRC | ASR-CHD |  |  |
| 185. | 15.08 | PRC | KPT-CHD |  |  |
| 186. | 15.11 | RAJDEEP | BEAS-CHD |  |  |
| 187. | 15.14 | HRC | JAL-MOHALI |  |  |
| 188. | 15.17 | HRC | JLD-CHD |  |  |
| 189. | 15.20 | PBSY | KPT-MOHALI |  |  |
| 190. | 15.24 | PRB | BTL-CHD |  |  |
| 191. | 15.27 | PRA-2 | ASR-CHD |  |  |
| 192. | 15.31 | LIBRA M | KPT-MOHALI |  |  |
| 193. | 15.34 | PRTC | KPT-CHD |  |  |
| 194. | 15.38 | PRTC | KPT-CHD |  |  |
| 195. | 15.41 | M-MALWA | KPT-MOHALI |  |  |
| 196. | 15.44 | HPC | JAL-CHD |  |  |
| 197. | 15.47 | PRC | ASR-CHD |  |  |
| 198. | 15.51 | PG/FRIEND | PKT-MOHALI |  |  |
| 199. | 15.55 | PR PATTI | PATTI-CHD |  |  |
| 200. | 16.01 | PRN | UDHAMPUR-CHD |  |  |
| 201. | 16.07 | PRN | ASR-CHD |  |  |
| 202. | 16.10 | PRC | ASR-CHD |  |  |
| 203. | 16.13 | KARTAR | JAL-MOHALI |  |  |
| 204. | 16.17 | PRA-2 | ASR-CHD |  |  |
| 205. | 16.21 | PRA-1 | ASR-CHD |  |  |
| 206. | 16.26 | PRN | BTL-MOHALI |  |  |
| 207. | 16.29 | ABS | JAL-MOHALI |  |  |
| 208. | 16.36 | PRA-2 | ASR-CHD |  |  |
| 209. | 16.40 | CTU | ASR-CHD |  |  |
| 210. | 16.44 | CTU | JLD-CHD |  |  |
| 211. | 16.48 | LIBRA M | ASR-MOHALI |  |  |
| 212. | 16.51 | HRA | BTL-CHD |  |  |
| 213. | 16.56 | PRN | ASR-CHD |  |  |
| 214. | 17.02 | PRN | ASR-CHD |  |  |
| 215. | 17.06 | PRN | ASR-CHD |  |  |
| 216. | 17.10 | PRR | ASR-CHD |  |  |
| 217. | 17.13 | LIBRA | JAL-MOHALI |  |  |
| 218. | 17.17 | PRB | BTL-CHD |  |  |
| 219. | 17.21 | PRA-2 | ASR-CHD |  |  |
| 220. | 17.25 | HRC | ASR-CHD |  |  |
| 221. | 17.31 | PRN | ASR-CHD |  |  |
| 222. | 17.40 | PRN | ASR-CHD |  |  |
| 223. | 17.49 | PRN | ASR-CHD |  |  |
| 224. | 17.53 | ABS | JAL-MOHALI |  |  |
| 225. | 17.58 | PRTT | ASR-CHD |  |  |
| 226. | 18.05 | PR PATTI | ASR-CHD |  |  |
| 227. | 18.12 | PRB | BTL-CHD |  |  |
| 228. | 18.20 | PRA-1 | ASR-CHD |  |  |
| 229. | 18.34 | PRN | ASR-CHD |  |  |
| 230. | 18.45 | PRN | ASR-CHD |  |  |
| 231. | 18.55 | PRN | ASR-CHD |  |  |
| 232. | 19.08 | PRN | ASR-CHD |  |  |
| 233. | 19.15 | PRA-2 | ASR-CHD |  |  |
| 234. | 19.25 | PRA-2 | ASR-CHD |  |  |
| 235. | 19.40 | PRA-1 | ASR-CHD |  |  |
| 236. | 20.15 | PRA-1 | ASR-CHD |  |  |
| 237. | 20.35 | PRN | ASR-CHD |  |  |
| 238. | 21.00 | PRA-1 | ASR-CHD |  |  |
| 239. | 21.30 | PRR | JLD-CHD |  |  |
| 240. | 22.40 | PRA-1 | ASR-CHD |  |  |

This time table is approved upto 31.01.2017.

Sd/-

Secretary,

Regional Transport Authority,

Jalandhar.

True Copy

Advocate

Annexure P-2

JOINT TIME TABLE FROM JALANDHAR TO CHANDIGARH/MOHALI VIA NAWAN SHAHAR ROPAR

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sr.No. | Time | Company | Route | Permit No. | Valid |
| 1. | 00.20 | PRA-1 | ASR-CHD |  |  |
| 2. | 1.45 | PRR | ASR-CHD |  |  |
| 3. | 4.25 | PRN | JLD-CHD |  |  |
| 4. | 4.40 | PRN | JLD-CHD |  |  |
| 5. | 4.55 | PRN | JLD-CHD |  |  |
| 6. | 5.05 | PRN | JLD-CHD |  |  |
| 7. | 5.09 | CTU | ASR-CHD |  |  |
| 8. | 5.13 | PRR | ASR-CHD |  |  |
| 9. | 5.17 | PRR | JAL-CHD |  |  |
| 10. | 5.21 | PRC | ASR-CHD |  |  |
| 11. | 5.25 | ABS | JAL-CHD |  |  |
| 12. | 5.30 | PRN | JLD-CHD |  |  |
| 13. | 5.35 | PRN | JLD-CHD |  |  |
| 14. | 5.40 | PRN | JLD-CHD |  |  |
| 15. | 5.44 | PRN | JLD-CHD |  |  |
| 16. | 5.47 | ABS | JAL-MOHALI |  |  |
| 17. | 5.50 | PRJ-1 | ASR-CHD |  |  |
| 18. | 5.53 | PRTC | KPT-CHD |  |  |
| 19. | 5.56 | ABS | ASR-MOHALI |  |  |
| 20. | 5.59 | PRB | BATALA-CHD |  |  |
| 21. | 6.02 | PRB | BATALA-CHD |  |  |
| 22. | 6.05 | PRA-2 | JAL-CHD |  |  |
| 23. | 6.08 | PRTC | KPT-CHD |  |  |
| 24. | 6.111 | PRTC | KPT-CHD |  |  |
| 25. | 6.14 | PRN | JLD-CHD |  |  |
| 26. | 6.17 | PRN | JAL-CHD |  |  |
| 27. | 6.20 | PRR | ASR-CHD |  |  |
| 28. | 6.23 | PRR | ASR-CHD |  |  |
| 29. | 6.26 | LIBRA BUS | JAL-MOHALI |  |  |
| 30. | 6.29 | HRTC | ASR-SHIMLA |  |  |
| 31. | 6.32 | PRA-2 | ASR-CHD |  |  |
| 32. | 6.35 | PRB | BATALA-CHD |  |  |
| 33. | 6.38 | PRA-1 | ASR-CHD |  |  |
| 34. | 6.41 | PRA | ASR-CHD |  |  |
| 35. | 6.44 | ABS | JAL-MOHALI |  |  |
| 36. | 6.47 | PRA2 | ASR-CHD |  |  |
| 37. | 6.50 | PRB | BTL-CHD |  |  |
| 38. | 6.53 | ABS | JAL-MOHALI |  |  |
| 39. | 6.56 | PRTT | TT-CHD |  |  |
| 40. | 6.59 | PRC | ASR-CHD |  |  |
| 41. | 7.02 | PRA-1 | ASR-CHD |  |  |
| 42. | 7.05 | RAJ | ASR-MOHALI |  |  |
| 43. | 7.08 | UNITED | JAL-MOHALI |  |  |
| 44. | 7.11 | CTU | ASR-CHD |  |  |
| 45. | 7.14 | HRA | JAL-P.SAHIB |  |  |
| 46. | 7.17 | **ASR-2** | ASR-CHD |  |  |
| 47. | 7.20 | C.KAMAL | JLD-MOHALI |  |  |
| 48. | 7.23 | PARAMJIT | KPT-MOHALI |  |  |
| 49. | 7.26 | PRJ-2 | JAL-CHD |  |  |
| 50. | 7.29 | PRJ-2 | BATALA-CHD |  |  |
| 51. | 7.33 | PRB | JLD-CHD |  |  |
| 52. | 7.36 | KARTAR | JAL-MOHALI |  |  |
| 53. | 7.39 | PRJ-1 | JAL-CHD |  |  |
| 54. | 7.42 | PRJ-1 | KPT-CHD |  |  |
| 55. | **7.45** | **PRTC** | KPT-CHD |  |  |
| 56. | 7.48 | PRTC | JAL-CHD |  |  |
| 57. | 7.51 | PRB | BATALA-CHD |  |  |
| 58. | 7.54 | HEMKUNT | JAL-MOHALI |  |  |
| 59. | 7.57 | PR PATTI | ASR-CHD |  |  |
| 60. | 8.00 | **PR PATTI** | ASR-CHD |  |  |
| 61. | 8.03 | PRA-2 | ASR-CHD |  |  |
| 62. | 8.06 | PRA-2 | JAL-MOHALI |  |  |
| 63. | 8.09 | PRR | JAL-CHD |  |  |
| 64. | 8.12 | KARTAR | JLD-MOHALI |  |  |
| 65. | 8.15 | PRJ-2 | JAL-CHD |  |  |
| 66. | 8.18 | PRJ-2 | JAL-CHD |  |  |
| 67. | 8.21 | PRN | JAL-CHD |  |  |
| 68. | 8.24 | PRN | JAL-CHD |  |  |
| 69. | 8.27 | PRJ-1 | JAL-CHD |  |  |
| 70. | 8.30 | PRB | BATALA-CHD |  |  |
| 71. | 8.33 | SUTLEJ | JAL-MOHALI |  |  |
| 72. | 8.36 | HRTC | ASR-CHD |  |  |
| 73. | 8.39 | PRN | JAL-CHD |  |  |
| 74. | 8.42 | PRC | JLD-CHD |  |  |
| 75. | 8.45 | OM ONKAR | ASR-CHD |  |  |
| 76. | 8.48 | PRJ-1 | ASR-MOHALI |  |  |
| 77. | 8.51 | PRJ-1 | JAL-CHD |  |  |
| 78. | 8.54 | PRN | JAL-CHD |  |  |
| 79. | 8.57 | PRN | JLD-CHD |  |  |
| 80. | 9.00 | PARADICE | ASR-MOHALI |  |  |
| 81. | 9.03 | PRTT | TT-CHD |  |  |
| 82. | 9.06 | PRTT | ASR-CHD |  |  |
| 83. | 9.09 | PRC | ASR-CHD |  |  |
| 84. | 9.12 | CTU | ASR-CHD |  |  |
| 85. | 9.14 | ONKAR | JAL-MOHALI |  |  |

Annexure P-3

To,

Secretary,

Regional Transport Authority,

Jalandhar.

Subject: Objections regarding time table of buses from Jalandhar to Mohali.

Sir,

It is requested that one permit No.649/R.S/04 of our company Hemkunt Bus Service Regd. Khumano is running on Jalandhar-Mohali route since 2004 at 7.44 AM. Today, on 16.10.2018 in the time table presented by G.M.Office, Nawanshahr to R.T.A. Jalandhar, Kartar Bus Service which was earlier running at 8.47 AM in the morning from Jalandhar to Mohali and used to return from Mohali to Jalandhar at 2.45 PM got the time of their bus changed from 8.47 AM to 7.36 AM. Whereas, Hemkunt has to return from Mohali at 11.54 AM. Flyover is being constructed at Banga and Kharar, due to which our bus used to reach at Mohali on due time with great difficulty and ofently bus reaches late and due to this, we have to return to Jalandhar from Kharar. We have objection to the change of time of Kartar Bus from 8.47 AM to 7.36 AM. Therefore, it is requested to change the time of abovesaid Kartar Bus and we should be given the earlier departure time and Kartar Bus should be given the time after departure of our Bus. We will be highly thankful to you.

Yours Sincerely,

Dated 16.10.2018 Harjit Singh

Partner Hemkunt Bus Services, Khamano

9814033381

True Translation Copy

Advocate