

Chief Justice's Court

Case :- WRIT - C No. - 30248 of 2023

Petitioner :- Smt. Neelam Sharma

Respondent :- Vice Chairman Ghaziabad Development Authority
And 2 Others

Counsel for Petitioner :- Suraj Mishra, Om Prakash Mishra

Counsel for Respondent :- Ravi Prakash Pandey, Satendra
Tirpathi

Hon'ble Pritinker Diwaker, Chief Justice

Hon'ble Ashutosh Srivastava, J.

1. Heard Shri Om Prakash Mishra, learned counsel for the petitioner and Shri Ravi Prakash Pandey, learned counsel for the respondent.
2. Challenge in this writ petition is to the communication dated 25.5.2023 issued by the Estate Officer/Rent Incharge, Ghaziabad Development Authority, Ghaziabad whereby and whereunder the allotment of the House No. KB-80 under the Karpoori Scheme D-Block of the Ghaziabad Development Authority, Ghaziabad in favour of the petitioner has been cancelled and the amount of Rs.5,23,000/- deposited by her has been forfeited.
3. It is the case of the petitioner that consequent to the auction proceeding initiated by the Ghaziabad Development Authority, Ghaziabad for the purposes of allotment of residential houses, under the Karpoori Puram Awas Yojna, the petitioner was declared the highest bidder and was allotted the House No. KB-80 D-Block under the said scheme. It is the case of the petitioner that a sum of Rs.5,23,000/- was deposited by her as advanced money and the balance of the cost towards the house including 12% lease rent and free hold charges worked out to Rs.67,20,000/- which was required to be paid in instalments upto the year 2026.
4. Learned counsel for the petitioner submits that consequent to the allotment and deposit of the initial amount of Rs.5,23,000/-, the petitioner wrote to the authorities requiring them to furnish the payment schedule so that the remaining instalments could be deposited by her. No communication was received from the respondent authorities. However, a communication dated 25.5.2023 has been issued by respondent No. 3 intimating the fact

that House No. KB-80 Karpoori Puram Ghaziabad allotted in favour of the petitioner has been cancelled and the amount deposited i.e. Rs.5,23,000/- has been forfeited.

5. Learned counsel for the petitioner has vehemently argued that the cancellation of the allotment in favour of the petitioner is totally unwarranted inasmuch as various communications were made by the petitioner requiring the Development Authority to convey the payment schedule and instead of supplying the payment schedule, the allotment has been cancelled. Learned counsel for the petitioner, on instructions, submits that petitioner is willing to pay the entire dues in easy instalments.

6. Learned counsel for the respondent, however, submits that the petitioner is not entitled for any relief inasmuch as after making the initial deposit of Rs.5,23,000/- no further amount has been deposited towards the cost of the house. He, however on instructions, submits that no third party rights have been created so far in respect of the house in question and if the petitioner is willing to deposit the entire amount as due against the house in question, the allotment in favour of the petitioner may be regularized.

7. Learned counsel for the petitioner submits that the petitioner is a widowed lady and living in the house in question along with her dependents and some reasonable time be afforded to her to make good the due of the respondents.

8. Considering the totality of the matter and the fact that the petitioner has expressed her willingness to deposit the balance amount against the allotment in question and also considering the fact that no third party rights have yet been created in respect of the house in question, we deem it appropriate to dispose of the writ petition by requiring the petitioner to deposit the balance amount towards the house in question which shall be conveyed to the petitioner by the respondent authorities on the production of certified copy of the order of this Court along with a representation addressed to the Vice Chairman, Ghaziabad Development Authority, Ghaziabad and on the communication of the amount payable by the petitioner, the petitioner shall clear the entire dues within a period of three months from the date of communication of the amount as due by the Development Authority.

9. It is expected that the petitioner shall make the payment of the entire dues within a period of three months, failing which it shall be open for the respondent authorities to proceed against the

petitioner, in accordance with law.

10. The writ petition stands ***disposed of*** accordingly.

Order Date :- 17.10.2023

Ravi Prakash

(Ashutosh Srivastava, J.) (Pritinker Diwaker, CJ)