

Reserved**Neutral Citation No. - 2024:AHC-LKO:46020-DB****Case :-** WRIT-C No.8302 of 2012**Petitioner :-** Akhilesh Behari Srivastava**Respondent :-** Lucknow Development Authority Thr.Its V.C. Lko.And Others**Counsel for Petitioner :-** J.K.Sinha,Dr. V.K. Singh,Rakesh Kumar Srivastava**Counsel for Respondent :-** Gaurav Mehrotra,Abhishek Kumar Pandey,Neerav Chitravanshi,Shishir Pradhan,Shobhit Mohan Shukla**Hon'ble Mrs. Sangeeta Chandra, J.****Hon'ble Brij Raj Singh, J.****(Delivered by Brij Raj Singh, J.)**

1. Heard Sri J.K. Sinha, learned counsel for the petitioner, Sri Shobhit Mohan Shukla, learned counsel for opposite parties no.1, 2 and 3, Sri Neerav Chitravanshi, learned counsel for opposite party no.5 and Sri Shishir Pradhan, who appears for Smt. Shraddha Singh, who was allowed to intervene in the matter by this Court vide order dated 21.01.2016.

Prayers:-

2. This petition has been filed with the following main prayers:-

"(i) Issue a Writ. Order or Direction in the nature of Mandamus commanding the opposite parties nos.1 to 3 to deliver the possession over the Plot No.B-1/214 Viram Khand Gomti Nagar Scheme, Lucknow after executing the sale deed in favour of the petitioner or to allot any alternative plot of same size, location and valuation and further they will be directed to pay atleast 10% interest on the amount deposited by the petitioner upto date and heavy costs upon the opposite parties nos.1 to 3 be also imposed

(ii) Issue a further Writ, Order or Direction in the nature of Certiorari quashing the re-allotment of the plot in question B-1/214 Viram Khand. Gomti Nagar Scheme, Lucknow, in favour of opposite party no.4 made by

opposite parties nos.1 to 3 after summoning the allotment letter from opposite parties nos.1 to 3."

Facts:-

3. It is the case of the petitioner that he was allotted Plot No.B-1/214, Viram Khand, Gomti Nagar Scheme, Lucknow through Lottery held on 06.09.1985 by the Lucknow Development Authority vide Allotment Letter dated 04.10.1985. The allotment letter indicates that total price of the plot was Rs.50,400/-, against which Rs.12,100/- was paid by the petitioner and the remaining amount of Rs.38,300/- was to be paid in installments upto 06.12.1985.

4. It is also the case of the petitioner that he had deposited the entire amount of Rs.52,464/- through cash in different banks by way of Challan forms duly received by the banks. However, possession of the plot in question was not given to the petitioner and the registration of the plot was also not done in favour of the petitioner. The petitioner approached the competent authority of the Lucknow Development Authority by moving several representations. Under the Right to Information Act, information was furnished on 26.06.2012 through Sri Shailendra Srivastava, the relative of the petitioner, in which it is mentioned that plot in question has been allotted to one Sri S.R. Arya as per the LDA record and sale deed was also executed on 04.04.2004 and the possession was delivered to him on 04.07.2004. The petitioner has made averments in the writ petition that plot in question was never cancelled and no notice was ever given to him prior to cancellation of the plot in question.

5. It is further submitted that once the plot was allotted and the petitioner had paid the requisite amount, the same could not have been allotted to Sri S.R. Arya that too without providing an opportunity of hearing.

6. The Lucknow Development Authority has filed counter affidavit on 09.10.2012, in which it has been specifically mentioned that plot in question was allotted to the petitioner on 06.09.1985, but in terms of the allotment, the petitioner was required to pay a total sum of Rs 50,400/- approximately, whereas the petitioner has deposited only a sum of Rs.12,100/- within the time provided and the remaining amount of Rs.38,300/- was not deposited by him within time limit prescribed in the allotment letter dated 04.10.1985. As per the allotment letter dated 04.10.1985, it is evident that the amount was deposited after the lapse of three years i.e. in the year 1988. It is submitted that the petitioner failed to fulfill the conditions of the contract, therefore, the plot in question was allotted to Sri S.R. Arya. It is further mentioned that after lapse of 24 years, this writ petition has been filed that too without explaining the delay and laches. Paragraph-5 of the counter affidavit is relevant, which is quoted below:-

"5. That the contents of paragraph 2 of the writ petition stated are denied and in reply thereto it is submitted that although the plot number B-1/214 Viram Khand, Gomti Nagar housing scheme, Lucknow (hereinafter referred to as the plot in question) was allotted to the petitioner on 6/9/1985 but in terms of the allotment, the petitioner was required to pay a total sum of Rs.50,400/- approximately whereas the petitioner could deposit only a sum of Rs.12,100/- within the time provided and the remainder of Rs.38,300/- was not deposited by the petitioner within time limit set in the allotment letter

dated 4/10/1985. From a perusal of the allotment letter dated 4/10/1985 which has been annexed as Annexure number 1 to the writ petition, it would be abundantly clear that a time limit of maximum 3 months was set within which the petitioner had to pay the amount of Rs. 38,300/- but admittedly the petitioner did not pay the balance of the amount within the time stipulated and the amount was deposited after a lapse of 3 years that is in the year 1988. It is respectfully submitted that since the petitioner had failed to fulfil his part of the contract the answering opposite parties were discharged from the burden of performing their part of the contract."

7. Petitioner has filed rejoinder affidavit annexing the letter of Sri Bhupendra Singh, Additional Chief Secretary, Lucknow Development Authority dated 10.02.1988, which shows that the petitioner had deposited Rs.50,400/- and Rs.2064.40 was to be deposited by him till 28.02.1988, otherwise interest would be payable.

8. This writ petition was heard on 21.01.2016 and the Court passed an order recording the arguments of learned counsel for the petitioner and asking Lucknow Development Authority to file supplementary counter affidavit explaining its stand further and noted that the property had been sold off by opposite party no.4 and 5 to one Smt. Shraddha Singh. Therefore, she filed an application for impleadment. The said application was allowed in terms of Chapter XXII Rule 5-A of the Allahabad High Court Rules. The Court further observed that plot in question was allotted to the petitioner and the amount was to be paid upto 09.08.1988. In spite of the said deposit, no sale deed was executed and the petitioner kept on moving representations. The petitioner filed this writ petition in the year 2012 levelling the allegations of *mala fide* against the Lucknow Development Authority. This Court further observed that

counter affidavit of the Lucknow Development Authority does not disclose any fact with regard to cancellation of the plot of the petitioner nor any document has been filed to substantiate the same. In such a situation, Lucknow Development Authority is under obligation to explain this Court as to under what authority and under which order, allotment of the petitioner was cancelled so as to enable it to proceed to allot the plot in favour of opposite party no.4, who has now sold it to the proposed opposite party. This Court while making observations, also called supplementary counter affidavit vide order dated 21.01.2016.

9. In pursuance of the direction issued by this Court on 21.01.2016, the Lucknow Development Authority filed supplementary counter affidavit on 22.02.2016, in which it has been mentioned that original files of allotment pertaining to the petitioner and the subsequent allottees are missing, the Court passed an order on 02.03.2016 taking the note that the Lucknow Development Authority has admitted that the original records of allotment pertaining to the petitioner and other allottees have been found missing and by order dated 02.03.2016 proposed opposite party-Shraddha Singh was directed not to raise construction or enter into possession over the plot in dispute except with leave of the Court.

10. The Lucknow Development Authority has filed second supplementary counter affidavit on 10.03.2016, which indicates that Sri S.R. Arya was allotted the plot in question

i.e. B-1/214, Viram Khand, Gomti Nagar, Lucknow admeasuring area 244.8 Sq. Mtrs. vide allotment letter dated 18.05.2002 and another allotment letter dated 18.05.2002 as contained in SCA-4 indicates that on the same day, Sri S.R. Arya was allotted D-Type plot admeasuring area of 112 Sq. Mtrs. in Vikalp Khand, Gomti Nagar Phase-II. The matter was taken upon 08.11.2021 and this Court passed an order, which is quoted below:-

"Heard Dr. V.K. Singh, learned counsel for the petitioner, Sri Shishir Pradhan, learned counsel for the respondent no.6, Sri Chitravanshi, learned counsel for the respondent no.5 and Sri Shobhit Mohan Shukla, learned counsel for the respondent nos. 1 to 3.

The Vice-Chairman, Lucknow Development Authority is directed to file his personal affidavit, disclosing the fact as to whether any First Information Report was registered on the basis of letter dated 19.09.2012 sent to the Station House Officer, Gomti Nagar regarding missing/loss of original records and whether the files were reconstructed or not pertaining to the allotment of the disputed plot. The affidavit shall also contain the specific stand of the Authority in response to the orders dated 21.01.2016 and 22.02.2016 passed earlier. The Vice-Chairman, Lucknow Development Authority shall also appear in person before this Court on the next date fixed to assist the Court.

List this case on 18.11.2021."

11. Thereafter, the matter was taken up on 18.11.2021 and this Court passed an order, which reads as under:-

"In compliance of order dated 8.11.2021, the Vice Chairman, Lucknow Development Authority is present in person before this Court and has filed his personal affidavit today, which is taken on record.

Sri Shobhit Mohan Shukla, learned counsel for the Lucknow Development Authority states that a three member inquiry committee comprising of Addl. Secretary and two officers has been constituted by the Vice Chairman, Lucknow Development Authority vide order dated 15.11.2021 and it is expected that the inquiry would be completed by end of this month.

Let the matter be listed on 13.12.2021. The inquiry report be submitted on the next date fixed.

The presence of Vice Chairman, Lucknow Development Authority is dispensed with, unless otherwise directed by this Court."

12. The Lucknow Development Authority has filed supplementary counter affidavit on 06.01.2022 sworn by Deputy Secretary, Lucknow Development Authority annexing the report of three members Committee dated 10.12.2021, wherein it has been stated that petitioner did not deposit the amount towards allotment and interest within time, therefore, the land in question was allotted in favour of Sri S.R. Arya. The original file was also missing, for which an FIR had been lodged. The Committee also disputed the payment of Rs.38,300/- allegedly deposited by the petitioner. The petitioner has also filed supplementary rejoinder affidavits on 17.05.2023 and 05.04.2024. The case was again heard on 16.05.2024 and a detailed order was passed, which is quoted below:-

"1. We have heard Sri J.K. Sinha, learned counsel appearing for the petitioner, Sri Shobhit Mohan Shukla, learned counsel for the respondents no.1, 2 & 3. Sri S. R. Arya, respondent no.4 died on 30.09.2012, his name is directed to be deleted from the array of the respondents by the counsel for the petitioner within a week.

2. We have also heard Sri Neerav Chitravanshi, learned counsel for the respondent no.5 and Sri Shishir Pradhan, Advocate, who appears for Smt. Sharadha Singh and who was allowed to intervene in the matter by this Court's order dated 21.01.2016.

3. Sri J. K. Sinha, learned counsel for the petitioner has addressed this Court on the merits of the case as also Sri Shobhit Mohan Shukla, learned counsel for the respondent no.5, but for the purpose of continued hearing, this Court is inclined to fix the matter on 25.05.2024 at 02:15 P.M.

4. The parties are directed to submit their written arguments not exceeding 4 pages containing details of

paragraphs on which they wish to rely in the various affidavits that have been filed by the parties during the pendency of this writ petition for almost 12 years.

5. Sri Shishir Pradhan has pointed out from the affidavit filed in support of application for vacation of Interim order dated 04.02.2016 and also from his application for necessary direction dated 19.11.2016 that the intervener Smt. Shraddha Singh is an innocent purchaser of the disputed property. It has been pointed out that allotment was made in favour of the respondent No.4 (now dead) on 18.05.2002 a sale deed was executed in favour of the respondent no.4 by the officials of the LDA on 04.04.2003. Sri S. R. Arya built a boundary wall and put up a gate on the said property, namely, B-1/214, Viram Khand, Gomti Nagar, Lucknow soon thereafter. The intervener Smt. Shraddha Singh bought the said property through a registered sale deed from Late S.R. Arya on 25.11.2011.

6. This writ petition was filed by the petitioner only on 11.10.2012. Till such time as the sale deed of the property was executed in favour of Smt. Shraddha Singh, there was no litigation pending in any court. With respect to the property in question in the sale deed that was executed by Late S. R. Arya, mention has been made of boundary wall and gate being put up by him after allotment and sale by LDA. It has been pointed out by Sri Shishir Pradhan that Rs.40,00,000/- loan was taken from Bank of India by the intervener for purchase of plot no.B-1/214, Viram Khand, Gomti Nagar and she is paying Rs.41,582/- as EMI till date. She is also paying Rs.17,000/- per month for the house she has taken on rent, after an interim order was granted by this court in favor of the petitioner on 22.02.2016.

7. It has been prayed by Sri Shishir Pradhan, on the basis of judgments of the Supreme Court, that an innocent purchaser cannot be allowed to suffer for the misdeeds, if any, of third parties.

8. It has moreover been pointed out by Sri Shishir Pradhan on the basis of documents downloaded from the web portal of the LDA that the LDA has notified plot no. 1/26, Vijay Khand, Gomti Nagar, Lucknow approximately 300 sqmt. on 25.04.2024. The auction is proposed to be held on 31.05.2024.

9. This Court finds from the allotment letter of the respondent no.4(now dead) dated 18.05.2002 that plot no. B-1/214, Viram Khand, Gomti Nagar, Lucknow has been shown to be of 300 sqmt. actual measurement of the plot is however 244.8 sqmt.

10. We are not concerned with the actual measurement of the plot, we are only concerned with the allotment letter that has been issued to the respondent no.4 (now dead) by the LDA showing the plot to be of 300 sqmt.

11. We are, therefore, modifying the interim order dated 22.02.2016 to the extent that the auction proposed to be held on 31.05.2024 for plot no. 1/26, Vijay Khand, Gomti Nagar shall not be held. The LDA may hold auction for other plots that have been notified on their web portal. Plot no. 1/26, Vijay Khand, Gomti Nagar shall be kept out of such auction and reserved till further orders of this Court.

12. The operative part of the interim order dated 22.02.2016 had restrained Smt. Sharadha Singh from raising any construction or entering into possession over the plot in dispute except by leave of the Court. We grant leave Smt. Shradha Singh to enter into possession of the disputed plot no.B-1/214, Viram Khand, Gomti Nagar, Lucknow and to raise construction thereon, as per her wishes."

Arguments on behalf of the petitioner

13. The possession of the plot in question was not handed over by the Lucknow Development Authority in spite of the best efforts of the petitioner and the petitioner made representations from time to time and for the first time, information was furnished on 26.06.2012 to the near relative Sri Shailendra Kumar Srivastava under Right to Information Act indicating that the plot in question was allotted to one Sri S.R. Arya and the sale deed was executed on 04.04.2004.

14. It is the case of the petitioner that without cancelling the allotment of the petitioner, the plot in question could not have been allotted to Sri S.R. Arya that too without affording any opportunity of hearing curtailing the valuable civil right of the petitioner. Even if the payment was not made within time, the allotment could not have been

cancelled without affording opportunity of hearing to the petitioner. It is further alleged by the learned counsel for the petitioner that the original record of the Lucknow Development Authority in respect of the allotment of the petitioner is missing and the employees of the Lucknow Development Authority were in collusion with Sri S.R. Arya, who was an IAS Officer and the allotment of the plot of the petitioner was done in his favour on his pressure.

15. It has been further submitted by the learned counsel for the petitioner that the Lucknow Development Authority has admitted in paragraph-5 of the counter affidavit that the remaining amount of Rs.38,300/- was deposited by the petitioner after lapse of three years, thus, the total amount as demanded by the Lucknow Development Authority was paid and if any interest was remaining, the same could have been paid by the petitioner in case it was demanded by the Lucknow Development Authority.

16. Learned counsel for the petitioner has further submitted that the act of the opposite parties comes within the purview of the fraudulent activity because the plot of the petitioner was allotted to Sri S.R. Arya on 18.05.2002 and it is surprising to note that on the same day i.e. 18.05.2002 D-Type plot admeasuring area of 122 Mtrs. was allotted in favour of Sri S.R. Arya in Vikalp Khand, Gomti Nagar, which is a different scheme and it has been transferred by way of allotting the plot in question pertaining to the petitioner on 18.05.2002 without cancelling the same. The entire action is a sham affair and

Sri S.R. Arya, the then IAS Officer was favoured by the Lucknow Development Authority and the valuable civil right of the petitioner was curtailed.

17. It is further argued on behalf of the petitioner that there is no documentary evidence indicating any cancellation proceeding of petitioner's plot rather a copy of the property allotment letter dated 03.06.2002 has been annexed as Annexure SCA-4 along with supplementary counter affidavit dated 10.03.2016 relating to allotment of D-Type plot admeasuring are of 112.50 Sq. Mtrs. in Vikalp Khand, Gomti Nagar, Phase-II mentioning the mode of lottery with reference to allotment letter dated 18.05.2002 and it is further evident that B-Type plot area 244.08 Sq. Mtrs. at Viram Khand, Gomti Nagar, Phase-I pertaining to the petitioner was allotted mentioning the mode lottery giving reference of allotment dated 18.05.2002 in favour of Sri S.R. Arya and the stand has been taken by the Lucknow Development Authority that allotment was made in favour of Sri S.R. Arya on his application through exchange in lieu of his plot originally allotted to him in Vikalp Khand on the same date i.e. 18.05.2002.

Arguments on behalf of counsel for the LDA

18. It has been submitted that in terms of the allotment letter dated 04.10.1985, the petitioner was required to deposit the balance amount of Rs.38,300/- upto 06.12.1985. The said letter further indicates that in case the payment is not made, 16% interest will be charged and the same will be paid within three months. In case the interest is not

paid, the Vice-Chairman, Lucknow Development Authority had right to cancel the allotment. The petitioner admittedly did not deposit the amount of Rs.38,300/- within the stipulated time, therefore, the allotment was cancelled.

19. The document of Additional Secretary dated 10.02.1988 has been disputed by the Lucknow Development Authority and it is argued that total amount of Rs.50,400/- was not deposited in stipulated time. It has been submitted that the said act is casting reasonable doubt on the genuineness of the claim of the petitioner because the said letter dated 10.02.1988 is not found mentioned in the alleged representation filed along with the writ petition. Rule 16.2 pertaining to allotment says that in case the allottee does not deposit the amount within the stipulated time, he will have to deposit the amount within a period of three months along with 16% interest and in case of non-deposit of the amount within three months, the Vice-Chairman of the Lucknow Development Authority will have the right either to extend the time period or to cancel the allotment.

20. It is further pointed out that the enquiry report of three members committee has taken note that representation dated 12.09.2012 of the petitioner was received in the office and all other representations are not received. The committee has opined that as per the then prevailing rate, the interest would have been more than Rs.14,000/- and not Rs.2,064.40 and the genuineness of the letter dated 10.02.1988 has been doubted.

21. It has been further submitted that the cause of action accrued in 1988 and the writ petition has been filed in the year 2012 i.e. after 24 years that too without explaining the delay and laches. The Lucknow Development Authority has allotted the property in question to the petitioner and admittedly the petitioner had to deposit the entire amount till 06.12.1985, but he failed to deposit the amount within the stipulated time, therefore, as per allotment condition, the plot in question was allotted to Sri S.R. Arya by cancelling the same.

22. It is argued that since the Lucknow Development Authority has disputed the payment, therefore, the disputed questions of fact cannot be looked into by this Court under Article 226 of the Constitution of India and, thus the writ petition is liable to be dismissed.

Analysis of the Court on the issues:

23. After considering the rival submissions of the parties, it is evident on record that the Lucknow Development Authority has admitted that allotment letter was issued to the petitioner on 04.10.1985 with admission that Rs.12,100/- was deposited by the petitioner and the remaining amount of Rs.38,300/- was to be deposited upto 06.12.1985. In paragraph-5 of the counter affidavit filed by the Lucknow Development Authority dated 09.10.2012, it is admitted that petitioner had deposited the remaining amount of Rs.38,300/- after lapse of three years i.e. in the year 1988. The petitioner has also supported his case by filing letter dated 10.02.1988 issued by the Additional

Secretary, wherein it is admitted that Rs.50,400/- has been deposited and the remaining amount of Rs.2,064.40 had to be deposited till 28.02.1988, otherwise the penal interest will be charged. The challan forms of Rs.50,400/- duly received by various banks have been filed as Annexure No.2 to the writ petition, which have not been controverted by the Lucknow Development Authority in the counter affidavit dated 09.10.2012. The Lucknow Development Authority has disputed the amount of Rs.38,300/- deposited by the petitioner while filing the subsequent supplementary counter affidavit on 06.01.2022.

24. It is noteworthy that the Lucknow Development Authority has already admitted in paragraph-5 of the supplementary counter affidavit dated 09.10.2012 that the remaining amount of Rs.38,300/- was deposited by the petitioner in the year 1988, therefore, the said payment cannot be disputed in supplementary counter affidavit filed in the year 2022. The Lucknow Development Authority has already admitted that the original file regarding allotment of the petitioner is missing, therefore, the Lucknow Development Authority could not dispute the letter issued by the Additional Secretary dated 10.02.1988, Hence, it is clear that the petitioner had deposited the total amount as demanded by the Lucknow Development Authority vide allotment letter dated 04.10.1985. However, the Lucknow Development Authority is entitled to get penal interest on the delayed payment.

25. After perusing the record and the pleadings, it has come to our notice that the Lucknow Development Authority has admitted that original file of the allotment of the petitioner is missing. The petitioner was not afforded any opportunity of hearing prior to cancellation of the allotment of the plot of the petitioner. The petitioner had deposited the total amount as required by the allotment letter and the same could not have been allotted to Sri S.R. Arya without cancelling the same and without affording opportunity of hearing to the petitioner. The petitioner had valuable civil right over the plot in question after depositing the entire amount, but the Lucknow Development Authority could not justify as to how the said plot was cancelled (though there is no cancellation order).

26. It is surprising to note that on 18.05.2002, Sri S.R. Arya was allotted D-Type Plot No.2/519 in Vikalp Khand, Gomti Nagar, Phase-II and on the same date i.e. 18.05.2002 Plot No.1/214, Viram Khand, Gomti Nagar, Phase-I has been allotted to Sri S.R. Arya, which was allotted to the petitioner vide allotment letter dated 04.10.1985 and no cancellation of this said plot is available on record. The Lucknow Development Authority has admitted that the original files relating to allotment of the petitioner and others are missing, therefore, the entire act of the Lucknow Development Authority pertaining to the allotment of the plot of the petitioner in question to Sri S.R. Arya, is deceitful act and the valuable civil right of the petitioner has been infringed.

27. Annexure SCA-4 filed along with the second supplementary counter affidavit dated 10.03.2016 is the document, which indicates the highhandedness of the authority of the Lucknow Development Authority i.e. allotment of D-Type plot, area 112 Sq. Mtrs. in Vikalp Khand, Gomti Nagar, Phase-II on 18.05.2002 and on the same date B-Type Plot No.1/214, Viram Khand, Gomti Nagar, Phase-I, which was allotted to the petitioner, was allotted to Sri S.R. Arya by way of transfer against Plot No.2/519, Vikalp Khand, Gomti Nagar, Phase-II. The right of the petitioner has been curtailed without following the principles of natural justice and there is no order of cancellation as the Lucknow Development Authority could not point out till date that it has ever cancelled the plot of the petitioner by following due procedure. The entire proceedings of allotment/transfer of the plot to Sri S.R. Arya on the same date, is a sham affair as the valuable right of the petitioner has been taken away without following the principles of natural justice.

28. Sri Shradha Singh was allowed to be intervener in the present matter vide order dated 02.03.2016. She is the innocent purchaser of the plot in question because Sri S.R. Arya (now dead) had executed the sale deed on 25.11.2011 in her favour. Therefore, this Court had safeguarded her interest vide order dated 16.05.2024. This Court has already provided that Smt. Shradha Singh may enter into possession of the disputed Plot No.1/214, Viram Khand, Gomti Nagar and she may raise construction. This Court has also passed an interim order to the extent that the auction proposed to

be held on 31.05.2024 for Plot No.1/26, Vijay Khand, Gomti Nagar shall not be held. The plot in dispute has already been sold to Smt. Shradha Singh, who is an innocent purchaser, therefore, the Court is of the opinion that Plot No.1/214, Viram Khand, Gomti Nagar is liable to be settled with Smt. Shradha Singh.

29. Considering the entire facts and circumstances of the case and after going through the record, we are of the considered opinion that subsequent action of the Lucknow Development Authority by allotting Plot No.1/214, Viram Khand, Gomti Nagar to Sri S.R. Arya without cancelling the earlier allotment in favour of the petitioner and without affording any opportunity of hearing to the petitioner, is not sustainable as it violates the principles of natural justice and curtails the valuable right of the original allottee. However, the plot in question has since been sold off by Sri S.R. Arya (now dead) to Smt. Shradha Singh, who has nothing to do with the present dispute, therefore, interest of justice would be meted out if the petitioner is allotted the other suitable plot i.e. Plot No.1/26, Vijay Khand, Gomti Nagar, Lucknow, which is lying vacant and was proposed to be auctioned by Lucknow Development Authority.

30. Writ petition is accordingly ***allowed*** and a Writ in the nature of Mandamus is issued to the Lucknow Development Authority to allot Plot No.1/26, Vijay Khand, Gomti Nagar to the petitioner in lieu of the earlier allotted Plot No.1/214, Viram Khand, Gomti Nagar after realising the payment of excess area of plot than the originally allotted

at the rate per square meter as was prevalent in 1985 in accordance with law. We further direct that the sale deed of newly allotted plot shall be executed and the possession of the same shall be handed over to the petitioner. The penal interest would be chargeable on the delayed payment of Rs.38,300/- till 28.02.1988. The aforesaid exercise will be completed by the Lucknow Development Authority within a period of six weeks from the date of production of a certified copy of this order.

31. However, there is no order as to costs.

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(Brij Raj Singh, J.) (Sangeeta Chandra, J.)

Order Date :- 4th July, 2024

Rao/-

Judgement and order has been pronounced today under Chapter-VII Rule 1(2) of the Allahabad High Court Rules, 1952.

(Sangeeta Chandra, J.)