

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

WP(C) No. 1435/2023
CM No. 3427/2023

Narpata Devi

.....Petitioner(s)

Through: Mr. Rahul Sharma, Advocate.

Vs

UT of J&K & Anr.

..... Respondent(s)

Through: Mrs. Monika Kohli, Sr. AAG with
Ms. Sagira Zaffar, Advocate
Mr. Atul Verma, Advocate vice
Mr. Adarsh Sharma, Advocate.

CORAM: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

ORDER
22.09.2025

1. The petitioner, through the medium of present petition, is seeking a direction upon respondent No. 2 to implement terms of allotment letter bearing No. JDA/EWS/Udhaiwala/855 dated 07.03.1996 by executing lease deed of the plot of land measuring 17' X 50' situated at EWS Housing Colony, Udhaywalla, Jammu.

2. Heard and considered.

3. As per the case of the petitioner, she had applied with respondent No. 2-Jammu Development Authority for allotment of plot of land in EWS Housing Colony, Udhaywala, Jammu by depositing registration fee of Rs. 1875/- alongwith requisite documents after following due process of law.

4. It has been submitted that respondent No. 2 after considering the application of the petitioner issued allotment letter bearing No. JDA/EWS/Udhaiwala/855 dated 07.03.1996 whereby land measuring 17' X 50' situated at EWS Housing Colony, Udhaywalla, Jammu was allotted in her favour.

5. As per terms of the allotment, the plot of land was to be leased out to the petitioner for a period of 40 years on payment of premium of Rs. 12,750/- within six months from the date of issuance of allotment order, failing which, penal interest @ 18% per annum was to be charged. Accordingly, the petitioner after adjustment of Rs. 1875/- as registration fee was asked to deposit balance premium amount of Rs. 10,875/-.

6. It has been submitted that due to ailment of the petitioner, she remained under treatment for a considerable period of time as she was diagnosed with breast cancer for which she underwent hospitalization and treatment. It has been further submitted that the petitioner was also confronted with an accident to her husband who got bed ridden. As a result of all these circumstances, the petitioner could not deposit the premium amount within the stipulated period of six months from the date of issuance of allotment order.

7. It has been submitted that the petitioner after overcoming the aforesaid difficulties, approached respondent No. 2 in the year 2016 for calculation of the penal interest on outstanding premium

pursuant whereto the petitioner deposited an amount of Rs. 49,189/- in the account of respondent No. 2-Jammu Development Authority on 17.05.2016 which constitutes the basic outstanding premium of Rs. 10,875/- and penal interest @ 18% per annum. It has been submitted that upon deposition of the aforesaid amount, the petitioner approached respondent No. 2-Jammu Development Authority with a request to process her case for execution/registration of lease deed but to no avail. This prompted the petitioner to file the present writ petition.

8. The respondent-Jammu Development Authority has, in its reply, admitted that the plot of land in question was proposed to be allotted in favour of the petitioner subject to payment of premium of Rs. 12,750/- within six months from the date of issuance of letter of intent. It has been submitted that the petitioner only paid the earnest money and failed to deposit the balance amount of Rs. 10,875/- within the stipulated time of six months. It has been submitted that after a period of 20 years, the petitioner deposited amount of Rs. 49,189/- without any demand from the respondent-Jammu Development Authority on her own. It has been further submitted that in view of the default in payment of amount of premium, the petitioner is not entitled to allotment of the plot.

9. On 12.03.2025, this Court directed the respondent-Jammu Development Authority to produce the relevant record with regard to the plot of land in question so as to ascertain whether the said plot has been allotted to any third person. Today, learned counsel

appearing for respondent No. 2-Jammu Development Authority has produced the relevant record. A perusal of the record clearly indicates that the plot of land in question is still lying vacant and has not been allotted to any person so far.

10. So far as, the allotment of plot in question to the petitioner is concerned, the terms and conditions thereof are governed by letter dated 07.03.1996 which are reproduced as under:

“01)The plot shall be allotted on lease hold basis for a period of 40 years.

02) A premium of Rs. 12,750/- shall be charged for the plot. In case of plot, an additional premium of 5% shall be charged. The corner plot shall be allotted on first come first served basis.

03)An amount of Rs. 1875/- deposited by you as registration money shall be adjusted towards your premium.

04) The premium shall be paid in full within 6 months from the date of issue of this letter failing which penal interest at the rate of 18% per annum shall be charged.

05) After the premium is paid in full the Lease Deed shall be got registered and possession of plot shall be handed over after the registration of deed.”

11. From a perusal of the aforesaid terms and conditions, it is clear that none of their conditions provides for cancellation of allotment on account of failure of the allottee to deposit the premium amount within the stipulated six months. The only consequence of non-deposition of premium amount within six months is levy of penal interest @ 18% per annum.

12. Admittedly, the plot of land in question has not been allotted to any third person and even the allotment of the petitioner has not been cancelled. In these circumstances, respondent No. 2-Jammu

Development Authority is, in accordance with the condition mentioned in the allotment letter, only entitled to charge penal interest. Upon payment of balance amount together with penal interest, respondent No. 2-Jammu Development Authority is obliged to make final allotment of the plot of land in question in favour of the petitioner.

13. According to the petitioner, she has already deposited the balance premium alongwith penal interest with the respondent-Jammu Development Authority. This, however, has to be verified by respondent No. 2-Jammu Development Authority before taking any further action in the matter.

14. In view of the foregoing reasons, the writ petition is disposed of with a direction to respondent No. 2-Jammu Development Authority to ascertain as to whether whole of the penal interest alongwith premium has been deposited by the petitioner with it and if that is so, the lease deed in respect of the plot of land in question shall be executed by respondent No. 2-Jammu Development Authority in favour of the petitioner within a period of three months from the date of this order.

15. In case, any amount is still outstanding against the petitioner on account of penal interest or premium, respondent No. 2-Jammu Development Authority shall calculate the said amount and inform the same to the petitioner within two weeks from today whereafter

the petitioner shall deposit the said amount with respondent No. 2-Jammu Development Authority within two weeks, thereafter.

16. Record is returned to learned counsel for respondent No. 2-Jammu Development Authority.

17. Disposed of, accordingly.

**(SANJAY DHAR)
JUDGE**

JAMMU
22.09.2025
Shivalee

Whether the order is speaking: Yes/No
Whether the order is reportable: Yes/No

