

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

WP(C) No. 2395/2021
WP(C) No. 2396/2021
WP(C) No. 2397/2021

Reserved on: 22.05.2025
Pronounced on: 28.11.2025
Uploaded on: 16.12.2025

Whether the operative part or full
judgment is pronounced:

Devinder Bangotra, age 47 years,
S/o Late Sh. Bahadur Singh,
R/o H. No. 214, Near Old Park, Janipur,
At present 204-C, Ram Vihar,
Opposite Power House, Jammu.

.... Petitioner(s)/Appellant(s)

Through: Mr. Vikas Mangotra, Advocate

Vs.

1. UT of Jammu & Kashmir,
Through Commissioner/Secretary to Govt.
Housing and Urban Development
Department,
J&K Government, Civil Secretariat,
Jammu.
2. Jammu Development Authority,
Through its Secretary,
Vikas Bhawan, Rail Head Complex,
Jammu.
3. Vice Chairman,
Jammu Development Authority,
Vikas Bhawan, Rail Head Complex,
Jammu.
4. Executive Engineer,
Division-II,
Jammu Development Authority,
Vikas Bhawan, Rail Head Complex,
Jammu.

....Respondent(s)

Through: Mr. Sachin Dogra, Advocate

CORAM : HON'BLE MRS. JUSTICE SINDHU SHARMA, JUDGE

JUDGMENT

1. Jammu Development Authority issued an advertisement notice on
03.05.1999 for auction of vacant plots at Bantalab Housing Colony
Phase-I. As per the notice, 23 plots of the size of 40 × 80 and 29 plots

of the size of 30×60 were to be allotted by open auction to the permanent residents of the J&K State, who do not own any house in the Jammu urban area. The petitioner, being eligible, submitted his bid for four plots in terms of the open auction, and was declared the highest bidder for plot No. 235 measuring 40×80 , plot No. 259 measuring 30×60 , and plot No. 197 measuring 30×60 .

2. Jammu Development Authority (hereinafter referred to as “**JDA**”), vide its communication No. JDA-Plots/BT/P-I/Auc/40x80/9/2 dated 05.06.1999, offered plot No. 235 to the petitioner. Similarly, vide communication Nos. JDA-Plots/BT/Auc/30x60/30/719 dated 05.06.1999, plot No. 259 and JDA-Plots/BT/Auc/30x60/20/713 dated 05.06.1999, plot No. 197 respectively were offered for allotment at Bantalab Housing Colony, Jammu, as he was the highest bidder with respect to these plots. The premium for plot No. 235 was fixed at Rs. 1,51,100/- for plot Nos. 259 and 197 at a premium of Rs. 76,100/- each was fixed. By virtue of the offer letters, the petitioner was directed to deposit 50% of the premium amount, which he deposited with the respondents.
3. The contention of the petitioner is that after the advertisement notice was acted upon with respect to plot Nos. 235, 259 and 197, the respondent JDA, in an arbitrary and unlawful manner, issued another advertisement on 15.06.1999, for auction of plot Nos. 259 and 197 to fresh auction without assigning any reason and without any cancellation of the offer of allotment with respect to these plots. The petitioner, accordingly, approached the respondents for providing the reason for

issuing the fresh advertisement notice for auction of plot Nos. 259 and 197, for which, he was the highest bidder, without withdrawing or cancelling the offer made to him, however, no satisfactory explanation for the same was provided to him. The petitioner was ultimately confronted with communication dated 21.06.1999, much later, whereby he was informed that offer of plot Nos. 197 and 259 were cancelled on the basis of a housing policy and the petitioner was allotted only plot No. 235 measuring 40 × 80.

4. The contention of the petitioner is that the respondents with a preconceived mind had put up plot Nos. 197 and 259 to fresh auction vide advertisement notice dated 15.06.1999, without cancelling or withdrawing the offer of allotment made to him. In terms of the aforesaid advertisement notice, they had also added clause No. 9 which says that, “only one plot can be allotted to one family which does not have any plot or house in Jammu urban area”.
5. The petitioner responded to offer letters for all the three plots and in good faith submitted the CDRs deposited by him with JDA, pursuant to the first advertisement notice. The JDA duly accepted the premium amount which was there with the respondents but refused to execute the lease deed or handover the possession of the same to him. The JDA issued a communication, calling upon the petitioner to make his choice for one plot on the ground that only one plot could be allotted to him. The petitioner, thereafter, approached the respondents time and again for completion of the auction process and execution of the lease deed and handing over of possession of the plot, but he was informed that the

file was not traceable and on one pretext or the other, the respondents denied and refused to execute the lease deed and hand over the possession of the plot.

6. Faced with the new advertisement notice, the petitioner's mother, Smt. Sumitra Devi, and his father, late Bahadur Singh, submitted their bids for allotment of plots with the respondents in response to the advertisement dated 15.06.1999. In this auction process also, his mother and father were the highest and successful bidders *qua* plot Nos. 259 and 197 at Bantalab Housing Colony. The parents of the petitioner were offered both the plots vide communication Nos. JDA-Plots/BT/Auc/30x60/24/857 and JDA-Plots/BT/Auc/30x60/20/853 dated 28.07.1999.
7. The parents of the petitioner, late Bahadur Singh and Sumitra Devi acted upon the offer extended by the JDA and deposited premium of more than 50% with respect to plot Nos. 197 and 259. The respondent-JDA duly accepted the premium deposited by the petitioner and his parents for all the three plots and, thereafter, refuse to execute formal lease deed in their favour.
8. Thereafter, the petitioner engaged a counsel who issued notice to the respondents for completion of the auction process for execution of the lease deed, but the respondents did not take any action on the same, thus constraining the petitioner to approach this Court.
9. The petitioner, thus, approached this Court by way of WP(C) No. 2395/2021, seeking a direction to the respondents for concluding allotment case of the petitioner pertaining to plot No. 235, situated at

Bantalab Housing colony, pursuant to Allotment Letter dated 05.06.1999, and execute the lease deed and also transfer the possession of the same.

10. The petitioner's mother Sumitra Devi and the petitioner as legal heir of his father, late Bahadur Singh, have sought the same relief with respect to plot Nos. 259 and 197 in WP(C) No. 2396/2021 and WP(C) No. 2397/2021
11. This Court, vide order dated 03.11.2021, directed these petitions to be heard together, as the controversy involved in these petitions is similar in nature. The respondents were also directed to consider and decide the representation of the petitioner by way of a speaking order. The representation of the petitioner was decided by the Jammu Development Authority vide consideration order dated 06.04.2022. This consideration order has been assailed in all these petitions by way of the amended petitions.
12. The respondents have considered the case of the petitioner vide consideration order dated 06.04.2022 and have rejected the same being devoid of any merit. In the consideration order, it is admitted that the petitioner was the highest bidder for plot Nos. 197, 259, and 235 and that the allotment letters in this regard were issued to him. However, it was submitted that the allotment was cancelled vide letter dated 02.06.1999 on the ground that the housing policy of the JDA permitted allotment of only one plot to one family. After cancellation of plot Nos. 197 and 259, the same were again put to auction vide notice dated 15.06.1999. The mother and father of the petitioner participated in fresh

auction process and were allotted plot Nos. 259 and 197 being the highest bidder. But since the auction notice had clearly stipulated that only one plot was to be allotted to one member of the family, therefore, the petitioner was given a choice with regard to one plot and the allotment of plots to his mother and father was cancelled. This apart, the respondents have stated that the petitioner was a defaulter with regard to deposit of the amount for plot No. 235 and, as such, his claim was rejected.

13. The grievance of the petitioner is that the respondents, in an arbitrary manner, have refused to execute the lease deed of all three plots despite the fact that he was highest bidder for the same. The petitioner had the legitimate expectation of grant of leasehold rights to him. The order of consideration dated 06.04.2022 is a result of total non-application of mind. The order of consideration has overlooked the fact that there was no such condition mentioned in initial advertisement notice regarding allotment of only one plot to the family who does not have any plot or house. The petitioner submits that there was no reasonable ground for denying him the allotment and possession of the plot and that the petitioner being the successful bidder with regard to plot Nos. 235, 197 and 259, had a legitimate expectation of being granted the leasehold rights. The respondents, for the last 21 years, have denied him the allotment of plot for reasons without any basis.
14. The contention of the petitioner is that he has been allotted the plot No. 235 pursuant to auction notice dated 05.05.1999, being the highest bidder. The petitioner has already altered his position by depositing the

maximum portion of the bid amount, which is with the respondent-JDA.

Thereafter, there is no reasonable and plausible ground for denying the legitimate rights of the petitioner.

15. In the other two petitions, similar relief is sought on account of plot Nos. 259 and 197, pursuant to offer letters dated 28.07.1999.
16. The admitted position is that in the initial advertisement notice dated 03.05.1999, regarding auction of vacant plots in Bantalab Housing Colony Phase-I, the only condition for allotment was that permanent residents of the J&K State, who do not own any house in Jammu are eligible to participate in the auction.
17. The stand of the respondents is that the writ petition is not maintainable as the notice dated 03.05.1999 was for auction of one plot, and even though the petitioner had appeared as the highest bidder for three plots, the allotment letters for plot Nos. 197 and 259 were cancelled. However, only one plot, i.e., plot No. 235, was allotted. The other two plots were re-auctioned, and even though the petitioner's parents were the highest bidders, the same could not be allotted to them in view of clause 9 of the policy.
18. The petitioner being the highest bidder in the auction process with respect to plot Nos. 235, 259 and 195 was offered allotment of the same. Though, there was no such condition in the auction notice with regard to allotment of only one plot to one family member, still the JDA sought the choice of the petitioner for retention of one plot vide communication dated 16.12.1999. The only issue is whether the JDA could refuse the allotment of all the three plots to the petitioner without any such

condition in the advertisement notice. The development authority still could restrict the same in public interest and this apart, in the writ petition bearing WP(C) No. 2395/2021, the only relief sought by the petitioner is to conclude allotment of plot No. 235, therefore, his claim is to be considered only with regard to plot No. 235. The petitioner claim has been restricted to one plot only i.e. plot No. 235, as such, the petitioner seeks a direction to the respondents for allotment of plot No. 235 in Bantalab Housing Colony in his favour, execution of the formal lease deed, handing over possession, and restraining the respondents from creating third-party interest in the other two plots.

19. The respondents had, vide their communication dated 16.12.1999, informed the petitioner that as per policy of JDA, only one plot can be allotted in his favour and sought his choice for one plot. Though, in the advertisement Notice there was no such condition. The petitioner has also placed on record the information that two members of a family have been allotted plot as Trikuta Nagar Housing Colony. The respondents, having accepted a substantial amount, had no legitimate amount reason to deny the claim of the petitioner.
20. The petitioner, being the highest bidder for plot No. 235, was ordinarily entitled to the allotment of possession thereof and was entitled to the same, being the highest bidder, as the other two plots were cancelled on the basis that only one plot can be allotted to one family. The respondents though have failed to produce any such policy on record. However, keeping in view that the object of the development authority is to provide housing to all, the same cannot be said to be unjustified or

unreasonable. The respondents have opposed the allotment also on the ground that petitioner is defaulter in the aforesaid allotment. The plot No. 235 was allotted to the petitioner for an amount of Rs. 1,51,000/-. The petitioner had admittedly deposited an amount of Rs. 65,500/- and had also requested for adjustment of CDRs, which were approved for returning to the allottee be adjusted towards payment but the same has not been done. The petitioner has paid the substantial amount and having restricted in claim to plot No. 235 only is held entitled to the same.

21. Accordingly, WP(C) No. 2395/2021 is allowed. The respondents are directed to conclude the allotment of plot No. 235, execute the lease deed, and handover the possession of the same.
22. In the other two writ petitions bearing WP(C) No. 2396/2021 and WP(C) No. 2397/2021, there being an explicit clause in the auction notice that only one plot can be allotted to one family who does not have any plot or house in Jammu urban area. The relevant clause 9 reads as under: -

“9. only one plot can be allotted to one family who does not have any plot or house in Jammu urban area.”

23. The petitioner, having participated in auction notice with the explicit clause, cannot turn around and assail the same when it is invoked against them. The petitioner being a member of the same family to whom plot No. 235 was allotted, the cancellation of allotment of the other two plots cannot be found fault with.

24. Accordingly, the petition bearing WP(C) No. 2395/2021 is allowed and petitions bearing WP(C) No. 2396/2021 and WP(C) No. 2397/2021 are without any merit and are, accordingly, dismissed.

(SINDHU SHARMA)
JUDGE

JAMMU
28.11.2025
Vishal Khajuria

Whether approved for reporting : *Yes/No*

