

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

**CWP No.11679 of 2015
Date of decision:14.7.2015**

Kamlesh Chauhan

.....Petitioner

Vs.

**Haryana Urban Development Authority, Sector 6, Panchkula and
others**

.....Respondents

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MRS. JUSTICE REKHA MITTAL**

Present: Mr. Johan Kumar, Advocate for the petitioner.

Ajay Kumar Mittal,J.

1. The petitioner prays for setting aside the order dated 19.5.2015, Annexure P.7 cancelling allotment of Plot No.23, Sector 30, Pinjore in her favour and forfeiting the earnest money deposited by her. Further prayer has been made for directing the respondents to allow her to surrender the above said plot and for refunding the earnest money directly to respondent No.4-Bank.

2. A few facts relevant for the decision of the controversy involved as narrated in the petition may be noticed. The petitioner applied for a plot measuring 450 square meters in a scheme advertised by Haryana

Urban Development Authority (HUDA) in March 2014. She was allotted Plot No.23 in Urban Estate, Pinjore measuring 450 square meters. 10% amount as earnest money was got financed by the petitioner from respondent No.4-Bank. The respondent-department sent allotment letter dated 20.1.2015, Annexure P.3 at the address of the petitioner vide letter dated 4.2.2015. The said letter was sent three times i.e. on 19.2.2015, 24.2.2015 and 4.3.2015 to the given address of the petitioner but could not reach the petitioner for one reason or the other. Ultimately, one of the employee, namely, Raj Kumar from HUDA, Panchkula called the petitioner on her mobile number and when the petitioner came to the office of HUDA, she was given the allotment letter on 8.4.2015. The petitioner also requested respondent No.3 vide application dated 8.4.2015, Annexure P.4 to give her time for depositing the balance amount. She could not arrange the balance amount and ultimately moved an application dated 13.4.2015, Annexure P.5 for surrender of the said plot but no reply was given by the respondent-department. The petitioner also requested for refund of the earnest money. She served a legal notice dated 27.4.2015, Annexure P.6 upon the respondent department. Respondent No.3 passed order dated 19.5.2015, Annexure P.7 whereby the plot allotted to the petitioner has been cancelled and the earnest money has been forfeited on the ground that the petitioner could not deposit the required amount as per clause 4 of the allotment letter. According to the petitioner, she received the allotment letter on 8.4.2015 and on the same very day, she requested for time to deposit the required money and thereafter, she applied for surrender of the plot on 13.4.2015 which is within 30 days as per clause 4 of the allotment letter. Aggrieved by

the action of the respondents, the petitioner has filed the instant writ petition.

3. We have heard learned counsel for the petitioner.

4. The solitary point for consideration in this case is whether the petitioner had surrendered the plot which was allotted to her and sought refund within the period of 30 days from the date of the allotment letter.

5. Clause 4 of the allotment letter is reproduced as under:-

“In case you refuse to accept this allotment, you shall communicate your reason by a registered letter within 30 days from the date of allotment letter, failing which this allotment shall stand cancelled without any notice and earnest money deposited by you, shall be forfeited to the authority and you shall have no claim for the damages.”

A perusal of clause 4 shows that in case of refusal to accept the allotment, reason has to be communicated by registered letter within 30 days from the date of allotment letter failing which the allotment shall stand cancelled and earnest money forfeited.

6. Admittedly, the allotment letter was issued to the petitioner on 20.1.2015 vide Annexure P.3. However, as per application Annexure P.4 addressed on 8.4.2015, the petitioner had intimated to the respondent-authorities that as she was away to Ahmedabad/Bombay, she could not receive the allotment letter. She received the said letter on that day by hand. Further, she had sought one month's time upto 7.5.2015. In the interregnum period, the refund was sought by the petitioner on 13.4.2015. The letter of allotment was dispatched by the Estate Officer, HUDA on 4.2.2015 to the petitioner and the same was not received by the petitioner due to the fact that she was away to Ahmedabad/Bombay, would not entitle the petitioner

to claim 30 days time to surrender other than from the date of allotment letter. The application for surrender of the plot made on 13.4.2015 by the petitioner could not be said to be within thirty days from the date of letter of allotment. She could not deposit the remaining amount in time and moved application for surrender of the plot only on 13.4.2015 which is not within the stipulated period of 30 days as per clause 4 of the allotment letter. Consequently, there is no error in the action taken by the respondent-department in cancelling the allotment and forfeiting the earnest money. Thus, finding no merit in the petition, the same is hereby dismissed.

(Ajay Kumar Mittal)
Judge

July 14, 2015
'gs'

(Rekha Mittal)
Judge