

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

CWP No.14154 of 2015

Date of decision: 03.08.2015

Ajender Singh

.....Petitioner

Vs.

State of Haryana and others

.....Respondents

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE SHEKHAR DHAWAN**

Present: Mr. Rajesh Bansal, Advocate for the petitioners.

Ajay Kumar Mittal,J.

1. The petitioner prays for quashing the orders dated 31.5.2013, 16.8.2010 and notice dated 8.3.2010, Annexures P.8, 7 and 4 respectively directing him to deposit the outstanding dues in respect of Plot No.65 measuring 20'x85' in Anaj Mandi, Pipli, District Kurukshetra without giving specification of the amount and offering possession of the plot.

2. A few facts relevant for the decision of the controversy involved as narrated in the petition may be noticed. Respondent No.3 gave an advertisement in the newspaper in the year 1991 inviting applications from the public for purchase of plots in open auction in the Anaj Mandi Pipli. At the time of auction, no condition for charging of compound interest was in existence and no information about it was given to the participants.

In response to the advertisement, the petitioner participated in the auction

and was declared successful. Plot No.65 measuring 20' x 85' in Anaj Mandi, Pipli, District Kurukshetra was allotted to him vide allotment No.135 dated 23.4.1991, Annexure P.1. The petitioner was to pay an amount of ₹ 7,26,000/- in six yearly installments alongwith interest at the rate of 12.5% per annum. The Market Committee, Pipli, however, despite deposit of 25% allotment price failed to hand over specific possession as well as actual dimension to the petitioner of Plot No.65 and also failed to develop the market by providing proper basic facilities like, water, street light sewerage etc. In the absence thereof, the petitioner was unable to construct on the plot allotted to him and start business of commission agent in the said premises. The petitioner visited the office of the respondents many times but nothing was done. Vide letter dated 16.6.1994, Annexure P.2, respondent No.3 issued opportunity cum show cause notice to the petitioner to deposit the balance amount with interest and take possession of the plot in question on any working day but till date no specified amount was intimated by the respondents to him. Aggrieved thereby, the petitioner filed revision petition before Secretary, Agriculture Market Committee, Haryana Chandigarh but the said petition was not decided. Instead, notices dated 12.2.2009, 21.8.2009, 24.10.2009, 9.11.2009 and 8.3.2010 were issued to the petitioner to deposit the outstanding amount with extension fee. The possession of the plot is not with the petitioner. According to the petitioner, with regard to Plot Nos.35, 38, 79 and 80, possession was not offered by the respondents to their respective plot holders and they were given two months time in the year 2003 to deposit the balance amount with simple interest at the rate of 12.5% per annum. The Market Committee, Pipli did not charge any interest

with effect from 15.9.1995 to 29.8.2003. They have not deposited the balance amount till date and their plots have also not been resumed till date. Aggrieved by the action of the respondents, the petitioner filed CWP No.8020 of 2010 in this Court. Vide order dated 5.5.2010, Annexure P.6, direction was issued to respondent No.2 to decide the representation of the petitioner. Vide order dated 16.8.2010, Annexure P.7, respondent No.2 dismissed the representation filed by the petitioner. The petitioner filed revision petition against the said order before respondent No.1. Vide order dated 31.5.2013, Annexure P.8, respondent No.1 dismissed the revision petition on the ground that Renu Mittal was not competent to pursue the legal remedies in respect of Plot No.65 in New Grain Market, Pipli. It was further observed by respondent No.1 that Ajender Singh/original allottee made statement that he never authorized any person to file any case in any court of law on his behalf. The present petitioner executed an affidavit dated 29.6.2015, Annexure P.9 to the effect that he had sold the plot to Smt.Renu Mittal and the statement given by him before respondent No.1 was under pressure and that he and his legal heirs had no objection to the transfer of the said plot in favour of Renu Mittal. Hence the instant writ petition.

3. We have heard learned counsel for the petitioner.

4. A perusal of the order dated 31.5.2013, Annexure P.8 passed by the revisional authority shows that on examination of the record, it was established that no General Power of Attorney/Special Power of Attorney was executed by the original allottee in favour of Smt. Renu Mittal to entitle her to invoke the legal remedy on his behalf. The original allottee on 21.3.2013 clearly stated that he was kept in dark about the legal proceedings

invoked by Smt.Renu Mittal on his behalf. He further stated that he had never authorized Mrs. Renu Mittal or any other person to file any court case or the revision petition pertaining to plot No.65 in New Grain Market, Pipli.

The relevant part of the order reads thus:-

“9. In view of the above said legal position and judicial pronouncements, it is clear that such agreement to sell does not create any right/title upon the Plot No.65 to entitle Smt.Renu Mittal to invoke the legal remedy instead of the original allottee. Smt. Renu Mittal must establish a valid and legal right created in her favour upon the plot in question before agitating the matter before the competent court of law. The record clearly established that no GPA/SPA was executed by original allottee in favour of Smt. Renu Mittal to entitle her to invoke the legal remedy on behalf of the original allottee. The original allottee on 21.3.2013 clearly stated that he was kept in the dark about the legal proceedings invoked by Smt. Renu Mittal on his behalf. He further stated that he came to know about the proceedings of Hon'ble High Court in CWP No.8020 of 2010, and the proceedings conducted before the Chief Administrator and before this court about the plot No.65 only when he got the notice to appear before this Court. It is also relevant to point out that a similar matter also came to the notice of this court while hearing the revision petition titled Jagdish Lal son of Chuni Lal, Plot No.266, new Vegetable Market, Shahabad, District Kurukshetra through authorized signatory vide agreement dated 2.6.2011 Shri Rajesh Mittal son of Shri Kapur Chand Mittal r/o H.No.272, Chhoti Line, Near Gopal Mandir, Yamuna Nagar vs. Market Committee, Shahabad and others. The said revision petition was filed through an advocate on behalf of Shri Rajesh Mittal who is the husband of Smt.Renu Mittal. During the hearing of the said revision petition before this court on 26.4.2012, the original allottee Shri Jagdish Lal

appeared before this court and stated that he had never authorized Shri Rajesh Mittal to invoke the legal remedy on his behalf. In that revision petition also, no valid power of attorney was attached. Therefore, the said revision petition was dismissed on the ground of non maintainability. It has also been observed that Shri Rajesh Mittal has been entering into similar agreements to sell or he takes general power of attorney from the original allottees whose plots were disputed due to default in making payments and later on he files the appeal/revision/civil writ petitions on behalf of the original allottees of plots in various grain markets in Haryana. He infact is engaged in speculation activities as he subsequently sells such plots at a premium. He is not genuinely interested in running the trading activities on such plots. If such speculation activity in the sale/resale of plots in the mandis is allowed it will defeat the very purpose of developing the mandis. It is obvious that both Shri Rajesh Mittal and his wife have been repeatedly pursuing the legal proceedings unauthorisedly which cannot be termed as a bonafide mistake. Such a malpractice is needed to be curbed urgently as the same provides an opportunity to the persons who are interested only in speculation activity in the sale and purchase of plots in the mandis and who are not genuinely interested in running trading activity in the mandis. Such a malpractice also provides a conducive atmosphere to grab the precious property of the innocent persons in the garb of legal proceedings conducted by unauthorized persons. The original allottee Shri Ajender Singh in his statement dated 21.3.2013 had categorically stated that he had never authorized Mrs. Renu Mittal or any other person to file any court case or the present revision petition pertaining to Plot No.65 in New Grain Market, Pipli. This clearly provides that the revision petition has been filed by Mrs. Renu Mittal without any legal authority on behalf of Shri Ajender Singh. Therefore, in this view of the matter, the revision petition is

dismissed being not maintainable. Further, the respondent No.1 is directed to enquire into the matter in detail and to initiate appropriate legal proceedings against Mrs. Renu Mittal after taking legal opinion, if required, as she has filed the present revision petition without any legal right over the plot in question. An attested copy of the entire file be sent to the respondent No.1 for taking necessary action. I order accordingly.”

5. From the perusal of the above findings, it is clear that Renu Mittal, the special power of attorney of the present petitioner Ajender Singh had no legal right or authority to file any proceedings on his behalf in respect of Plot No.65 in New Grain Market, Pipli. Learned counsel for the petitioner has not been able to show any illegality or perversity in the findings recorded by the respondent authorities so as to call for interference by this Court. Further, there was no pre-condition of providing basic amenities to payment of interest and penal interest. The allottee in the present case failed to clear the outstanding dues even after 19 years from the date of allotment as is discernible from the order passed by the Chief Administrator dated 16.8.2010, Annexure P.7. He even failed to make the construction as per the conditions of allotment letter. Moreover, the affidavit dated 29.6.2015, Annexure P.9 whereby the petitioner has sworn that he had sold the plot to Renu Mittal, no legal right would subsist in the petitioner after the alleged sale. Further, the petitioner had only inchoate rights in the plot which stood terminated in view of the fact that he had failed to deposit the balance amount alongwith interest inspite of Show Cause Notice dated 16.6.1994 (Annexure P.2) having been issued to him. Consequently, we do not find any error in the impugned action taken by the respondent

authorities. Thus, finding no merit in the petition, the same is hereby dismissed.

(Ajay Kumar Mittal)
Judge

August 03, 2015

(Shekhar Dhawan)
Judge

‘gs’