IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Writ Petition No.17624 of 2013
Date of Decision: December 03, 2015

Khalsa Pulp and Paper Industries Pvt. Ltd. ....Petitioner

versus

The State of Punjab and others .....Respondents

**CORAM**: HON'BLE MR.JUSTICE SURYA KANT.
HON'BLE MR.JUSTICE P.B.BAJANTHRI.

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Present: Mr.K.S.Cheema, Advocate, for the petitioner.
Mr.Rajesh Bhardwaj, Additional AG, Punjab.
Mr.Sanjeev Sharma,Advocate, for respondent Nos.2&3

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*1. Whether Reporters of Local papers may be allowed to see the judgment?*
*2. To be referred to the Reporters or not?*
*3. Whether the judgment should be reported in the Digest?*

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*Surya Kant, J.* (Oral)

The petitioner has laid challenge to the order-cum-demand notice dated 14.09.2012 (P-16), purportedly passed in deference to the decision dated 13.07.2012 rendered by this Court in an earlier writ petition of the petitioner, i.e., CWP No.21968 of 2010. Vide the impugned order, the petitioner has been asked to make payment of Rs.1,55,03,363/- in three equal monthly installments towards the allotment price of industrial plot No.A-3, Focal Point, Nawan Shehar, measuring 6713 square yards.

The matter was heard at length on 18.08.2015 and the following order was passed:-

> "..... The subject, industrial plot, was offered to the petitioner Industry firstly vide Memo dated 12.1.1979 (Annexure P-1) at a tentative

price of ₹ 2,65,835/-. It appears that the petitioner did not accept that offer. Then came a revised offer on 16.5.1979 (Annexure P-3) informing the petitioner that in view of grant of land subsidy by the State Government, plot could be allotted @ ₹ 16.50/- per square yards instead of ₹ 36/-. The letter further stipulated that 20% of the premium price was now reduced to ₹ 24,368/-.

The petitioner accepted that offer and finally a lease deed was executed between the parties (Annexure P-4) on 24.7.1981. The lease deed expressly recites its execution in consideration of payment of ₹ 24,368/- being 20% of the amount of premium paid by the lessee and the balance 80% was payable either in lump-sum within 60 days or with interest in 5 equal installments. In the event of further period, interest could be levied as per the terms and conditions further mentioned therein.

The petitioner has been subsequently asked to pay the allotment price at the original rate of ₹ 36/- per square yard.

The question that arises for consideration is whether the Corporation can wriggle out of terms and conditions contained in the binding contract?

Learned counsel for the Corporation seeks time to take fresh instructions......"

As may be seen, opportunity was given to learned counsel for the respondent-Corporation to show as to how the petitioner-Mill could be asked to pay allotment price @ Rs.36/- per square yard instead of Rs.16.50 per square yard?

Learned counsel for the respondent-Corporation admits that the facts noticed in the above reproduced order are as per record though he contends that the petitioner-mill is not entitled to the benefit of subsidy.

Since vide the impugned order the petitioner-mill has not been denied the benefit of subsidy and its liability has been determined apparently on the basis of facts which are contrary to record, namely, the rate of allotment, we allow this writ petition; quash the impugned order dated 14.09.2012 (P-16) and direct the respondent-Corporation to re-determine the petitioner's liability towards the balance allotment price of the subject-plot taking into consideration the facts which find mentioned in our order dated 18.08.2015. It shall be appreciated if the representative of petitioner-mill is accorded opportunity of personal hearing before re-determination of its claim.

Ordered accordingly.

Dasti.

[SURYA KANT]
JUDGE

December 03, 2015
mohinder

[P.B.BAJANTHRI]
JUDGE