

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

**CWP No. 3431 of 2015
Decided on : 26.05.2015**

Kasturi Lal Sharma

. . . Petitioner

Versus

Chandigarh Housing Board and another

. . . Respondents

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

PRESENT: Mr. S.S. Hira, Advocate for the petitioner.

Mr. Vishal Sodhi, Advocate
for the respondents.

AJAY KUMAR MITTAL, J. (Oral)

The petitioner has approached this Court under Articles 226/227 of the Constitution of India, for issuance of a writ in the nature of *Mandamus*, directing the respondents to transfer the Dwelling Unit No. 1486, Sector 61, Chandigarh, in the name of the petitioner.

2. It has been pointed out by the learned counsel for the respondents that on 07th April, 2015, an office order has been issued, wherein, it has been provided that after the expiry of the lock-in period, the applicants are now entitled to seek transfer of the Dwelling Unit in their name subject to the fulfillment of the other conditions in accordance with law. The case for transfer of dwelling unit shall be considered only after the expiry of the lock-in period. The office order dated 07th April, 2015 is as under:-

“In continuation of office order No. HB/AOI/SO(VII)-2012/2684 dated 29.02.2012 and in pursuance of Hon'ble High Court of Punjab and Haryana, at Chandigarh, decision dated 13.01.2015, passed in CWP No.27322 of 2013, titled as “Kuldip Chand Pathania Vs. Chandigarh Housing Board and others”, a reference was made to the Sr. Standing Counsel, Chandigarh Housing Board for soliciting legal opinion in connection with this decision. The Sr. Standing Counsel, CHB has opined that the Judgement does not confer any right during the lock-in period. As such any transfer that takes place will be 'in

presenti'. As long as there are no financial implications to the detriment of CHB, transfers may go ahead.

Therefore, it is hereby directed that all cases of GPA transactions, where GPA/SPA & Agreement to Sell/Will were executed on or before 11.10.2011, are permissible, whether the documents were executed within the lock-in period or beyond it. However, the transfer will be done only after the expiry of lock-in period and must be covered under the original GPA Transfer Policy framed by the Board vide its Agenda Item No. 270.5.1 in its 270th meeting."

3. The photocopy of the office order dated 07th April, 2015, issued by the Chandigarh Housing Board is taken on record.
4. Learned counsel for the petitioner submitted that the requisite documents along with the transfer fee of ₹1,88,410/- had already been submitted to the respondent vide letter dated 15.11.2010 (Annexure P-3), but without assigning any reason, vide Cheque No. '240366', dated 21.08.2013, the transfer fee amounting to ₹1,88,410/- has been refunded to the petitioner. He, however, states that the requisite amount on account of transfer fee shall again be deposited with the respondent. On deposit of the requisite transfer fee and in terms of the office order dated 07th April, 2015, the respondent shall pass a fresh order and in case, any condition is required to be complied with, the same shall be complied with by the petitioner in accordance with law. The needful be done within three months from the date of receipt of a certified copy of this order.
5. In view thereof, learned counsel for the parties state that the instant writ petition may be disposed of in terms thereof.
6. Ordered accordingly.

(AJAY KUMAR MITTAL)
JUDGE

(REKHA MITTAL)
JUDGE

May 26, 2015

J.Ram