

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

**CWP No.3446 of 2015
Date of decision: 9.4.2015**

Sunita Rani

.....Petitioner

Vs.

Punjab Urban Development Authority and others

.....Respondents

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

Present: Ms. Puja Chopra, Advocate for the petitioner.

Ajay Kumar Mittal,J.

1. Challenge in this petition filed under Articles 226/227 of the Constitution of India is for quashing letter dated 8.2.2012, Annexure P.6 issued by the Estate Officer, Greater Ludhiana Area Development Authority (GLADA), Ludhiana whereby the request of the petitioner for approval of transfer of House No. HM-32, Housing Board Colony, Dhandari Kalan (Jamalpur), Ludhiana in her name has been declined.

2. A few facts relevant for the decision of the controversy involved as narrated in the petition may be noticed. The petitioner filed a civil suit for specific performance of agreement to sell dated 19.12.1980 regarding sale of Flat No.HM 32, Housing Board Colony, Dhandari Kalan, Ludhiana and paid the entire sale consideration. Defendant No.1 in the said suit namely Sant Ram son of Lachhman Dass was allotted the flat i.e. property in dispute by respondent No.1. Thereafter an agreement to sell dated 19.12.1980 was entered into by Sant Ram in favour of the petitioner. One general power of attorney was also executed by Sant Ram in favour of the petitioner. The possession of the flat was handed over to the petitioner. The petitioner alongwith her family is still residing in the said flat. All the instalments were paid to respondent No.1 and nothing remained due with regard to the property in dispute. When the petitioner approached the respondents and requested for transferring the flat in her name, it transpired that the said Sant Ram had appointed another attorney to defeat her rights. The petitioner initiated criminal proceedings against him and also filed the civil suit as stated above. In the said suit, respondent No.1 had been impleaded as defendant No.2. Written statement was filed on his behalf stating that the answering defendant was not necessary party and had been wrongly impleaded and that it was matter between the plaintiff and defendant No.1. In criminal proceedings, on 19.9.2011, compromise was effected between the petitioner and Sant Ram due to intervention of respectables. The petitioner agreed to withdraw the criminal proceedings. Sant Ram admitted the claim of the petitioner and agreed to suffer a decree of specific performance in respect of the property in dispute as per

agreement to sell dated 19.12.1980. Pursuant to the compromise, award was passed in favour of the petitioner by the Lok Adalat, Ludhaina on 26.11.2011, Annexure P.4 which attained finality. Consequently, the petitioner withdrew the civil suit qua defendant No.2 therein. When the petitioner approached the respondents and submitted all the relevant documents, the same were returned to her on the ground that firstly the conveyance deed had to be made in the name of original allottee and then after NOC, sale deed could be executed in her name. Hence the instant writ petition.

3. We have heard learned counsel for the petitioner.

4. It is the admitted position that initially the flat in dispute was allotted to Sant Ram. An agreement to sell dated 19.12.1980 was entered into by Sant Ram in favour of the petitioner. He also executed general power of attorney in favour of the petitioner. The possession of the flat was also given to the petitioner. The petitioner had also paid all the instalments to respondent No.1. When she approached the respondents to transfer the flat in her name, she came to know that the said Sant Ram had appointed another attorney fraudulently. She filed criminal proceedings and also filed civil suit against him. On the basis of compromise dated 19.9.2011, the petitioner withdrew the criminal proceedings and decree for specific performance in respect of the property in dispute was passed in favour of the petitioner. As a result, award was passed in favour of the petitioner by the Lok Adalat, Ludhiana on 26.11.2011. Thereafter, the petitioner approached the GLADA for transfer of the flat in her name. The GLADA has required the petitioner to get the conveyance deed executed firstly in

Sant Ram's favour i.e. the original allottee and thereafter in her name. There is no error in the impugned order dated 8.2.2012 Annexure P.6 passed by the Estate Officer, GLADA, Ludhiana as Sant Ram was the original allottee. Learned counsel for the petitioner has not been able to show any illegality or perversity in the impugned order. Consequently, finding on merit in the petition, the same is hereby dismissed.

(Ajay Kumar Mittal)
Judge

April 09, 2015
'gs'

(Rekha Mittal)
Judge