

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No. 737 of 2015

Date of Decision: 16.01.2015

M/s. Gulshan Metals, 31, Gokhale Market, Delhi-54
....Petitioner

Versus

Administrator HUDA, Faridabad and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA
HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Harish Khanna, Advocate for the petitioner.

HEMANT GUPTA, J.(Oral)

Challenge in the present writ petition is to an order passed by the Administrator, Haryana Urban Development Authority (HUDA), Faridabad on 12.11.2014, in pursuance of the direction of this Court issued in *CWP No. 17503 of 2011* on 19.07.2013, to consider the case of the petitioner regarding issuance of regular letter of allotment.

The petitioner was running an industry in Delhi. However, in terms of the orders of the Hon'ble Supreme Court, the petitioner was to shift his industry out of Delhi. The petitioner had applied for allotment of an industrial plot in Textile Valley at Rozka Meo Gurgaon, which was allotted to him on 29.11.1996. As per the provisional letter of allotment, the petitioner was to comply with the following terms and conditions:-

xx xx xx xx xx xx xx xx xx
xx xx xx xx xx xx xx xx xx

“You are requested to send the said amount of Rs. 80,437.50 in the shape of demand draft in favour of the Estate Officer HUDA Gurgaon drawn on any scheduled bank payable at Gurgaon within 35 days

from the date of issue of this letter of intent alongwith project report.

You are further requested to complete the following formalities within a period of 6 months from the date of issue of this letter.

- a) Obtain provisional registration of his unit from the concerned General Manager of Distt. Industries Centres, SIA registration.*
- b) Submission of building plans.*
- c) Santion of loan from HFC/other financial institution.*
- d) That Regular Allotment letter(RLA) shall be issued after the receipt of full payment and on compliance of the condition of PLA.*
- e) That your unit will have to got into production within one year of issue of RLA.*
- f) That the plot will not be transferable*
- g) That you will have to obtain NOC from Haryana Pollution Control Board as per the rules.*

In case you are not able to complete the above formalities within the prescribed period, you can apply for extn. of times which can be extended by 3 months on payment of extension fee.

You will be required to deposit the 75% cost of the plot within a period of 6 months from the date of issue of this letter of intent.

In the event of the non completion of the formalities within the specified period the LOI shall automatically lapse. The amount deposited by you will be refunded after deducting 10% of 25% of the cost of the plot.

It is however clarified that the LOI shall not give any legal right for allotment unless the regular letter of allotment is issued.”

The petitioner is said to have deposited a cheque of Rs. 80,437.50 on 13.04.1987(Annexure P-7). However, the regular letter of allotment was not issued to him. It was only in the year 2001 that

the petitioner filed a complaint before District Consumer Disputes Regressal Forum, Gurgaon, which was decided on 16.06.2005 (Annexure P-8). However, appeal against the said order was allowed on 06.07.2011 (Annexure P-9), holding that since the complainant/petitioner had applied for allotment of a plot to establish an industrial unit which activity is commercial in nature, therefore, the complainant cannot be termed as a 'Consumer'. Thereafter, the petitioner filed a writ petition claiming possession of the plot allotted to him which was disposed of with a direction to the respondents to consider the case of the petitioner for issuance of regular allotment letter.

The petitioner has attached a letter Annexure P-3 along with the writ petition. The said letter is of withdrawal of the provisional letter of allotment and also calling upon the petitioner to take the refund after deduction of 10% of 25% of the cost of the plot. It is submitted that the said letter of allotment is fraudulent and was never issued to the petitioner. However, the fact remains that the petitioner has not taken any step to seek regular letter of allotment after the provisional letter of allotment was issued and an amount of Rs. 80.437.50 was deposited. Learned Administrator, HUDA considering the claim of the petitioner has returned a categorical finding that the petitioner has failed to comply with the terms and conditions of the letter of allotment. The relevant extract of the aforesaid order, reads as under:-

xx xx xx xx xx xx xx xx xx
xx xx xx xx xx xx xx xx xx

“However, the petitioner in compliance of the order of Hon'ble High Court, the petitioner has submitted the copy of SIS certificate dated 22.05.2013. Except the submission of copy of SIS provisional certificate dated 22.05.2013, the petitioner

failed to comply with the other terms and condition of LOI mentioned above, thus, the LOI stood automatically lapsed. The amount of Rs. 120650/- was refunded to the petitioner by the Estate Officer, HUDA, Faridabad vide cheque no.27233 dated 04.11.2011 after due deduction of the 10% of the total paid amount as per HUDA policy. In view of these facts, the claim of the petitioner cannot be accepted at this stage as the LOI stood automatically lapsed as per HUDA policy on 29.05.1997. Therefore, the claim of the petitioner is hereby rejected.”

The petitioner failed to produce the communication of acceptance or compliance of the terms and conditions of the allotment. Learned counsel for the petitioner has been unable to produce any communication that he would like to set-up an industry by availing loan or without availing any loan, as the case may be. Petitioner has not shown his willingness to set-up any industry for a long period of time even after allotment of industrial plot to him in the year 1996. He rose from slumber only in the year 2001 to file a complaint before District Consumer Redressal Forum, under the Consumer Protection Act, 1986.

We find that the action of the petitioner, in not taking any step for setting-up an industry by complying with the terms and conditions of the provisional letter of allotment, disentitles him for acceptance of claim by this Court.

Dismissed.

(HEMANT GUPTA)
JUDGE

(HARI PAL VERMA)
JUDGE

January 16, 2015
Anjal