

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

**CM-6140-2015 in/and,
RA-CW-218-2015 in
CWP 11414 of 2014
Date of Decision: 07.08.2015**

Vinod Kumar Aggarwal

.....Petitioner

Vs

**Haryana State Industrial and Infrastructure Development
Corporation and Others**

.....Respondent

**CORAM: HON'BLE MR. JUSTICE M. JEYAPPAUL
HON'BLE MS. JUSTICE SNEH PRASHAR**

Present: Mr. Ashwani Bhardwaj, Advocate
for the applicant-petitioner.

Mr. Lokesh Sinhal, Advocate
for the respondents 1 to 4.

M. Jeyapaul, J (Oral)

(CM-6140-2015 in CWP 11414-2014)

There is a delay of 147 days in filing the present review petition. We are not inclined to block the petitioner from seeking relief of review on the technical ground that there has been a delay.

Therefore, for the reasons set out in the application, the delay of 147 days in filing the review application is condoned.

Application stands disposed of accordingly.

(RA-218-2015 in CWP No. 11414-2014)

The review petition is filed praying for review of judgment dated 11.11.2014 passed by us.

Having thoroughly adverted to the pleadings of the parties and the documents annexed therewith, we embarked upon a detailed discussion and thereafter, passed the judgment which is sought to be reviewed by the petitioner.

The counsel appearing for the review petitioner referring to paragraph 39 of the judgment submits that there is a wrong reference in the judgment that the tentative price was not fully paid by the petitioner and as a result of which conveyance deed was not executed by the Haryana State Industrial and Infrastructure Development Corporation (HSIIDC) in favour of the petitioner.

The learned State counsel would submit that it was true that such a passing reference was made by this Court in para-39 of the judgment. But the Court, having found that the price fixed in the letter of allotment was only tentative, came to the conclusion that the petitioner in CWP No. 11414 of 2014 cannot claim exemption from his liability to pay additional price fixed by the Corporation.

Of course, the learned counsel for the petitioner brings to the notice of this Court *Annexure A-2* "No Due Certificate" (NDC) dated 25.03.2015 issued by the HSIIDC to the

effect that there were no outstanding dues payable by the petitioner to the HSIIDC.

The fact remains that *Annexure A-2* found appended with the present review petition was not at all produced at the time of hearing of CWP 11414-2014 by this Court. Inasmuch as *Annexure A-2* appended with the present review petition was not produced at the time of hearing of the above writ petition, we presumed that the conveyance deed was not executed as 100% tentative price as fixed in the letter of allotment was not fully paid by the petitioner. Even otherwise, the passing reference made by us with respect thereto does not have material bearing on the merit of the case and the points for consideration arose in the main case.

Learned counsel for the petitioner referring to the allotment letter, *Annexure P-2* appended with the writ petition submits that the tentative price was not fixed for the plot in the allotment letter. It was only the area of the plot that was allotted to him was tentatively fixed.

Learned State counsel would resist such a submission and contend that the tentative price was fixed only for the plot allotted. Tentative measurement of the plot was not contemplated in the allotment letter *Annexure P-2*.

We find the following condition in the allotment letter *Annexure P-2*:-

"The approx. area of the plot and the tentative price of the plot given below are subject to the

adjustment in accordance with the actual measurement at the time of delivery of possession."

The above term and condition make it clear that the tentative price has been fixed for the approximate area allotted to the petitioner. Not only the area of the plot was approximately fixed but the price of the plot was also tentatively fixed. Therefore, it has been rightly held by us based on the material produced that the petitioner cannot claim exemption from the liability to pay additional price fixed by the Corporation.

In view of the above, we find that there is no merit in the plea for review of the judgment passed by us.

Review application stands dismissed.

(M. JEYAPPAUL)
JUDGE

(SNEH PRASHAR)
JUDGE

07.08.2015
Suresh Kumar