

CWP No. 15495 of 1994. [O&M]
Date of Decision: 12th January, 2016.

Versus

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[3]. On 25.08.1994, the Estate Officer raised demand against the allottees for additional payment @ ₹22.48/- per square yard. He relied upon clause 4 of the Allotment Letter read with Rule 5-A and 2 [aa] of the Punjab Urban Estates [Sale of Sites] Rules, 1965 to justify the demand which was actually the result of enhancement of

compensation for the acquired land.

[4]. The aggrieved Association has approached this Court.

[5]. The respondents filed their written statement pointing out, *inter-alia*, that the subject allotments are governed under the Punjab Urban Estates [Development and Regulation] Act, 1964 read with the 1965 Rules and since it was expressly stipulated that the allottees would be liable to pay 'additional price' as defined in Rule 2[aa] and the original allotment was at a 'tentative price', the impugned demand was fully justified. In Para No. 6 of the written statement, the respondents have given details of some payments made to the landowners pursuant to a few land-acquisition references.

[6]. No one appears on behalf of the petitioner. However, we have gone through the record.

[7]. Having heard learned counsel for the respondents, we are of the considered view that in view of the statutory scheme, the rules and the terms and conditions of allotment, the allottees are liable to pay the additional allotment price save that such demand is justified on facts. There is no challenge to the *vires* of the Statute or the Rules governing the allotments. The terms and conditions contained in the Bilateral agreements, i.e. Allotment letters are also not assailed. The provisions briefly noticed above do make the allottees liable to pay the additional price, wherever such demand is genuinely raised.

[8]. The only question that may require consideration is whether the additional price so calculated by the Authorities is fully justified as per the facts and figures? This is essentially a question of

fact. The allottees would be well within their right to seek a complete Statement of Accounts from the authorities for raising the additional demand.

[9]. Since this Court vide order dated 08.08.1995 had directed the petitioner – Association to deposit 50% of the enhanced price, we dispose of this writ petition with a direction that let a complete Statement of Accounts in respect of each allottee be prepared to justify the payment of additional price and the same may be made available to the allottees, if so demanded. If an aggrieved allottee submits objections, the same shall be decided, in accordance with law before raising the additional demand for the balance 50% amount. In case the allottees come forward and deposit the balance 50% amount with simple interest within a period of six months, no penal or compound interest or any other additional charges shall be levied on them.

[10]. Disposed of. Dasti.

(SURYA KANT)
JUDGE

January 12, 2016.
dinesh

(P.B.BAJANTHRI)
JUDGE