

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

CWP No.3885 of 2014(O&M)
Date of decision: 11.04.2016

Mohan Lal Bansal

... Petitioner

Versus

State of Haryana and others

... Respondents

**CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, ACTING CHIEF JUSTICE
HON'BLE MR. JUSTICE ARUN PALLI**

Present: Mr. Sunil Kumar Bhardwaj, Advocate for the petitioner.
Mr. RKS Brar, Addl. AG, Haryana.
Mr. Suvir Sehgal, Advocate for respondents No.2 to 4.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not? YES
3. Whether the judgment should be reported in the digest?

ARUN PALLI J.

A writ in the nature of certiorari is prayed for to quash the order dated 22.12.2000 (Annexure P4), vide which a residential site allotted to the petitioner was resumed; and also the orders dated 14.05.2008 (Annexure P5), dated 11.02.2011 (Annexure P7), whereby the appeal as also the revision preferred by the petitioner against the order of resumption were dismissed.

Facts that are required to be noticed are limited.

A plot bearing No.1882, Sector 13, Bhiwani was allotted to the petitioner for a tentative price of ₹1,17,480/-. Petitioner deposited 25% of the sale consideration. And in terms of clause 6 of

the letter of allotment, dated 04.09.1991 (Annexure P1), the balance amount could be furnished in six half yearly installments with interest. Petitioner failed to furnish any of the installments and thus the authorities resumed the allotted site, vide order dated 22.12.2000 (Annexure P4). Petitioner purported to have shifted from Mohindergarh to Bilaspur, in the State of Madhya Pradesh, in the year 1992. He maintains that he intimated his current address to the respondents for future correspondence. However, in the year 2008, when he visited the office of respondent No.4, it transpired that the site allotted to him had since been resumed. Petitioner never received the notices that were purported to have been issued to him before the site was resumed. He preferred an appeal against the order of resumption, which was dismissed by the appellate authority (respondent No.3) being barred by time, for it was filed after 7 years and 5 months. And, as the allottee had failed to deposit a single penny out of the balance 75% of the price of the site. Likewise, even the revisional authority, vide order dated 11.02.2001 (Annexure P7), dismissed the revision petition. This is how, as indicated above, the petitioner is before this court.

Learned counsel for the petitioner submits that the order of resumption was passed by the authorities without issuing any notice or affording any opportunity of hearing to the petitioner. He submits that petitioner had shifted to Madhya Pradesh in the year 1992 itself and had duly apprised the authorities of his changed address. So much so, even the order of resumption was never served upon the petitioner. He submits that petitioner was

ready to clear all the pending dues, thus, the site be restored. Reliance is placed upon an order, dated 26.07.2012 (Annexure P8), rendered by the Division Bench of this court, to contend that in an identical situation, the order of resumption was set aside by this court and the petitioner therein was granted two months time to deposit the entire outstanding dues.

We have heard learned counsel for the parties and perused the paper book.

On a due and thoughtful consideration of the matter in issue, we are of the considered view that the petition is wholly devoid of merit and is, thus, liable to be dismissed for the reasons that are being recorded hereinafter.

In terms of clause 6 of the allotment letter, the petitioner was required to pay balance 75% of the sale consideration in six half yearly installments, commencing from March, 1992 to September, 1994. Concededly, petitioner failed to furnish any of those installments. A show cause notice dated 16.05.1994, under Section 17(1) of the HUDA Act, was issued to the petitioner, but it was not responded to. Likewise, he was afforded an opportunity of personal hearing, vide notice under Section 17(2) of the HUDA Act, but again the petitioner did not choose to appear and render any satisfactory explanation to the Estate Officer. Records show that even thereafter series of notices were issued, by registered post, to the petitioner under Section 17(4) of the HUDA Act, but to no avail. Be that as it may, the fact remains that the petitioner always knew that he was required to

deposit the balance price of the site within and in terms of the specified time schedule and, thus, also that breach of the conditions of allotment would entail resumption. The plea set out by the petitioner, that despite intimation of his current address to the authorities, he was neither served with any notice nor the order of resumption was served upon him, also lacks conviction. For, vide letter dated 10.08.2000 (Annexure R-2/10), the petitioner not only conceded that owing to adverse family circumstances he had failed to furnish the installments, but his residential address was also the same at which all the notices and the order of resumption was sent by the authorities. It would be apposite to refer to the contents of the said letter, which read thus:

“To

**The Estate Officer,
Haryana Urban Development Authority,
Bhiwani.**

Subject: Regarding Plot No.1882/13.

Reference: Your letter No.3201 dated 14.7.2000.

Sir,

It is respectfully stated that the above mentioned plot was allotted to me. I had deposited 25% of the amount. Thereafter, my family circumstances became adverse. Therefore, I could not deposit my instalments. Now, I will deposit the outstanding amount of the said plot within a period of one year. Kindly allow me the said time and oblige.

I shall be very thankful to you.

**Yours faithfully,
Sd/-**

**Mohan Lal Bansal
10.8.2000**

**V& PO Buchwas, P.O. Jhagroli,
District Mahendergarh”**

And not just that, the letter referred to above was written by the petitioner in response to a notice, dated 14.07.2000, issued by the authorities and, thus, it proves that he had duly received all the letters/notices at his given address. Therefore, the plea that was sought to be set out is apparently false. That being so, it would be fair to presume that order of resumption was well within the knowledge of the petitioner. Of course, he knew that nine years had gone by and he had not paid a single installment and, therefore, resumption was the only and inevitable option before the authorities. He on his own volition did not question the order of resumption any further, which attained finality with efflux of time. An appeal preferred by the petitioner against the order of resumption after over 7 years and 5 months was nothing but an attempt to revive the stale and settled claim. For, the value of the real estate had escalated manifold in the interregnum. Nothing was brought on record to explain the gross and inordinate delay the appeal suffered from. Further, the order dated 22.12.2000 (Annexure P4) also reveals that besides resumption authorities had also forfeited a requisite amount, and the balance out of the amount deposited by the petitioner was to be refunded. This has never been grievance of the petitioner that he was not even refunded the said amount. In the absence of any such plea, it would be safe to presume that he indeed received the refund and had accepted the order of resumption.

Reliance placed upon the order (Annexure P8,) rendered by the Division Bench is equally misplaced, for the authorities in

the said matter had failed to deliver possession of the allotted site, for the same was a subject matter of litigation. And resultantly, the allottee did not furnish the balance price, but the property was still resumed. And, the argument that an alternative site was offered to the allottee was also repelled, for the authorities had failed to prove that the letter dated 27.11.1998, vide which such an offer was made, was even served upon the allottee. That being so, this court had held the order of resumption to be unjustified and the same was set aside. Apparently, the petition is speculative in nature and seriously lacks both i.e. merits as also the bonafides.

That being so, we are dissuaded to interfere with the discretion exercised by the authorities under Article 226 of the Constitution of India. Petition being devoid of merit is accordingly dismissed.

(S.J. VAZIFDAR)
ACTING CHIEF JUSTICE

(ARUN PALLI)
JUDGE

11.04.2016
Rajan