

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

**CWP No.5130 of 2015
Date of Decision : 29.03.2016.**

Tejpreet Singh

.....Petitioner

Versus

The State of Punjab and others

..... Respondents

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

Present : Mr. R.S. Pandher, Advocate for the petitioner.
Ms. Meenakshi Goel, AAG, Punjab.
Mr. Balwinder Singh, Advocate
for respondents No.2 to 4.

S.J.VAZIFDAR, ACTING CHIEF JUSTICE (ORAL):

The petitioner seeks an order directing the respondents to re-schedule the payment to be made in a letter of allotment.

2. The petitioner was allotted three Shop-cum-Office (S.C.O.) sites by three separate allotment letters dated 22.05.2012. The terms and conditions of each of the allotment letters are the same. It is expressly stated in clauses 1(iii) and 7(ii) of the allotment letter that the site is offered on "as is where is" basis. The petitioner paid the initial amount of 25%. The balance amount of 75% was to be paid in each case in four equal annual installments from 4.4.2013 to 4.4.2016, alongwith interest which is also stipulated therein. The petitioner however, failed to pay any amount thereafter. The petitioner had filed a writ petition which was disposed of by an order dated 16.07.2014, by directing the respondents to verify the petitioner's claim and to decide upon his application. The Estate Officer by

the impugned order dated 21.10.2014, decided the same. The petitioner has alleged that he could not comply with the terms and conditions of the allotment letter on account of parking in front of the SCO of having been not fully developed and a power house not having been removed. It was observed that the parking had since been fully developed and the power house had been removed. It is pertinent to mention here that the petitioner had never got approved the construction plan. On the other hand, the petitioner contends that the building plan had been approved in the year 2013. In any event, there was no impediment to the petitioner carrying out and completing the construction.

3. There is nothing in the agreement which entitles the petitioner to avoid payment of the installments on account of the said alleged obstructions. In any event, the petitioner accepted the letter of allotment without any protest or demur. We therefore, cannot interfere with the impugned order dated 21.10.2014. The impediment, if any, had been removed by them. Even thereafter, the petitioner did not make any payment. The contention that the payment was not paid because the writ petition was pending is entirely unfounded. The pendency of his own writ petition cannot be a ground for the petitioner for not making the payment as per the letter of allotment even after the removal of the alleged obstructions.

4. The petition is, therefore, dismissed.

(S.J.VAZIFDAR)
ACTING CHIEF JUSTICE

29.03.2016

Manoj Bhutani

(ARUN PALLI)
JUDGE