

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No.7831 of 2001(O&M)
Date of decision: March 22,2017

M/s Souvenior Ceramics

...Petitioner

v.

State of Haryana and others

...Respondents

CWP No.7832 of 2001

M/s Suraj Lamp & Industries Pvt. Ltd.

...Petitioner

v.

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr.M.L.Sarin, Senior Advocate with
Ms.Himani Sarin, Advocate for the petitioner.
Mr.Rajbir Singh, AAG, Haryana.

AMIT RAWAL,J.

By this judgment, I shall dispose of Civil Writ
Petitions Nos.7831 and 7832 of 2001 as both the petitions
involve common questions of law and fact, the same have
been taken up together for hearing and disposal. However,
the facts of CWP No.7831 of 2001 are extracted for
adjudication of the controversy.

The question involved in the present petition is with regard to plot No.65-A, NIT, Faridabad measuring 6 acres, with some super-structure, on lease to one M/s. J.N.Sharma & Sons. The Ministry of Rehabilitation, Government of India gave the aforesaid industrial plot on lease for 7 years at the rent of Rs.24,832/- per annum.

M/s. J.N.Sharma & Sons entered into an agreement with the petitioner of an area measuring 1 acre (approx.), including a shed measuring 30' x 90' and an open space measuring about 3000 sq. yards for running the business of manufacturing of fire bricks and ceramic goods, much less, other items. The lease money was fixed at Rs.1,600/- per month which was in the shape of commission for a period of seven years with effect from 15.9.1972. Rest of the land was on lease with M/s.Suraj Lamp and Industries Private Limited.

Respondent No.3-Tehsildar (Sales), Faridabad in the year 1978 issued a notice under Section 19 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, as then it was in vogue to vacate the portion of plot which was in its possession before the expiry of 15 days from the date of receipt of notice. It was asserted that the petitioner was in possession of the portion of the plot as a sub lessee. Vide order dated 28.7.1978, Annexure P.2,

Tehsildar(Sales), Faridabad informed the petitioner that till the representation submitted is under consideration, the petitioner should not make the further payment of rent to M/s. J.N.Sharma & Sons. The petitioner was asked to pay the damage charges to the Govt. for the use and occupation of the land from 15.9.1972 at the rate of Rs.1,600/- per month. In response to the aforementioned order, the petitioner informed respondent No.3 that it had already paid rent to M/s. J.N.Sharma & Sons upto 31.3.1978 and was ready to pay the same from 1.4.1978. The request of the petitioner vide Annexure P.3 dated 6.1.1979 was considered and the respondent No.3 asked the petitioner to pay rent at the rate of Rs.900/- per month with effect from 1.4.1978 to 31.12.1978. The aforementioned arrangement in the meanwhile continued. However, vide Annexure P.4 dated 11.1.1979, respondent No.3 passed the order holding the petitioner to be a direct tenant of the Govt. of India/State of Haryana. In the meantime, vide order dated 31.3.1981, Annexure P.22, under an Administrative and Financial Arrangement the residuary assets of the settlement organization in NIT, Faridabad and other property in the industrial plot No.65-A were included in the list of
` Government Built Properties And Plots Available For

Disposal At Faridabad Township' and the list in respect of the properties including the aforementioned plot was also prepared. In the meantime, the petitioner had been making the requests for transfer of the portion of the plot. This fact is evident from one of the representations dated 16.6.1981, Annexure P.5. In 1982, the respondents decided to auction the aforesaid plot. On 30.1.1982, the Deputy Secretary to Government of Haryana, Rehabilitation Department-cum-Chief Settlement Commissioner on an application moved by the petitioner stayed the auction/alienation. The factum of the petitioner in possession was verified by the respondents and question arose regarding the fixation of the price of the property. Respondent No.1 called upon the petitioner to get the price assessed from a qualified valuer. The matter was referred to High Powered Committee for fixation of the market price. The High Powered Committee considered the case of the petitioner and fixed the price of the property at Rs.36/- per square yard. However, the matter regarding transfer of the property in question remained pending, in essence, the petitioner kept on waiting for communication of the price of the industrial plot.

Mr.M.L.Sarin, learned senior counsel assisted by

Ms.Himani Sarin, Advocate for the petitioner submits that

on 29.4.1985, respondent No.3 i.e. Tehsildar (Sales) had reassessed the damage charges of the property in question at Rs.1,185/- per month. The petitioner continued to pay the rent at the revised rent vide Annexure P.7 dated 10.4.1987. Representation to respondent No.3 was submitted for informing the price of the property in question. However, on the same very day, respondent No.3 made an endorsement on the said representation indicating that the Government of Haryana had decided to transfer the property in question to the petitioner at a price which was to be fixed by the Government and the matter was under active consideration. On 23/24.2.1988, the petitioner was asked to appear before a High Powered Committee. The High Powered Committee on 26.2.1988 considered the case and decided the price be calculated on the basis of report dated 19.8.1983, Annexure P.6, which also ordered that interest at the rate of 12% be charged on the price so calculated, after the adjustment of the rent paid by the petitioner. He submits that in this process, the matter regarding transfer of property remained pending as no price was ever communicated to the petitioner so that it could be paid. Vide Annexure P.23 dated 11.7.1988, the Government of Haryana issued instructions for the disposal of assets at NIT Faridabad transferred to it

under the Administrative and Financial Arrangement. On 18.7.1988, Annexure P.24, the petitioner applied to the respondents for getting the land in question transferred in its favour. Vide Annexure P.8 dated 11.8.1988, respondent No.1 responded to the aforesaid letter dated 18.7.1988, Annexure P.24 that the case was under consideration. However, an intimation was received that the meeting of the High Powered Committee would take place on 29.8.1988 to consider the case of the petitioner for fixation of the price. On 15.12.1988, the petitioner had appeared before the High Powered Committee. However, the aforementioned Committee without affording any opportunity of hearing to the petitioner, arbitrarily fixed the price of the aforesaid plot, including the property in question at the rate of Rs.1500/- per square yard but regarding the transfer of the property, the matter still remained pending. Resultantly, the writ petition No.16507 of 1991 was filed with the prayer to transfer the property, which was disposed of by this Court on 17.9.1993 with the direction to the respondents to decide the controversy within a period of six months. During the interregnum period, many meetings were held and even the request for fixation of the price was submitted which is reflected from the letters Annexures P.12 to P.14

commencing from 26.9.1995 to 2.9.1998. However, vide order dated 18.9.1998, Annexure P.15, the High Powered Committee reconsidered the price of land and fixed at an astronomical rate of Rs.3200/- per square yard. Vide letter dated 29.3.2000, Annexure P.16, the petitioner was asked to give its consent within 15 days to purchase the land, failing which, the plot would be resumed.

The grievance of the petitioner is that the rate is at higher side. However, in order to cut short the litigation, Mr. Sarin, on instructions from his client, submits that his client is willing to pay the price determined by the High Powered Committee at Rs.3,200/- per square yard.

On the contrary, Mr.Rajbir Singh, learned State counsel appearing on behalf of the respondents submits that the petitioner cannot claim as a matter of right the price. The State is to fix the price of its own choice. In fact the Government had decided to transfer the land in question measuring 6583 square yards to the petitioner for a total sum of Rs.2,10,65,600/- as assessed by the PWD authorities and various examples of other similarly situated persons who had given consent to the price. In essence, the pith and substance of submission of Mr.Rajbir Singh is that the petitioner has a right to claim for consideration but

cannot get the price fixed of its own choice.

I have heard learned counsel for the parties.

Once the writ petition has resulted into the passing of the order dated 18.9.1998, Annexure P.15 by the High Powered Committee and in view of the fact that learned senior counsel for the petitioner has given a consent to the price of the plot, I am of the view that no further cause of action would survive.

In view of the above, the petitioner is directed to make payment/dues along with interest at the rate of 9% per annum, which it is entitled to pay. Thereafter, the necessary formalities be completed with regard to transfer of the plot in question in favour of the petitioner.

Let the entire exercise be completed within a period of three months from the date a certified copy of this order is received.

The writ petitions are disposed of accordingly.

March 22, 2017
KD

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned Yes/No

Whether reportable Yes/No