

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Writ Petition No.10401 of 2017.

Date of Decision: May 16, 2017

Ranjit Singh

.....Petitioner

versus

Chandigarh Housing Board and others

.....Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT.

HON'BLE MR.JUSTICE SUDIP AHLUWALIA.

Present: Mr.Nitish Kumar Vasudeva, Advocate, for the petitioner.

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Surya Kant, J. (Oral)

The petitioner was successful in draw of lots for the allotment of a two bed room flat by the Chandigarh Housing Board under the General Self-financing Housing Scheme, 2008. The flats were to be allotted on lease-hold basis in Sector-63, Chandigarh. As soon as the petitioner was declared successful in the draw of lots held on 30.07.2008 and 10.11.2008, he executed a General Power of Attorney, Agreement to Sell and Will etc. in favour of one Smt.Anjana Kumari on 14.11.2008. The documents were nothing but an under-hand sale for consideration. The petitioner thus sold the flat even before it was actually allotted to him on 4th floor on 07.04.2010.

[2] As per para-X, Clause-XI of the Brochure of Scheme, the allotted flat could not be sold upto five years from the date of possession. Since the petitioner sold the flat in violation of terms and conditions of the Brochure of Scheme, a show-cause notice was issued to him and the allotment was cancelled after forfeiting 10% of the deposited amount on 29.09.2011. Initially, the petitioner filed an appeal which was rejected.

However, on remand made by the Advisor to Administrator, Union

Territory, Chandigarh, the Chairman, Chandigarh Housing Board vide order dated 29.05.2015 took a lenient view and after taking notice of the fact that General Power of Attorney, Agreement to Sell and Will etc. had been meanwhile cancelled, restored the allotment subject to payment of revised costs alongwith interest on delayed period in the following terms:-

“.... In view of the above, and on perusal of all facts and circumstances, and considering that he belongs to an under privileged group, his appeal is allowed and registration/allotment is restored/revived subject to the payment of revised costs (calculating the interest on delayed period after taking deemed date 15.11.2011 as date of issue of Acceptance-cum-demand letter till 30.06.2015) and revival charges. The Accounts Officer is directed to intimate the revised cost and revival charges by 12.06.2015 and the appellant is to deposit the same before 30.06.2015.....”

(emphasis applied)

[3] Unhappy with the imposition of revised costs, the petitioner again filed revision petition before the Advisor to Administrator, Union Territory, Chandigarh which has been dismissed vide order dated 12.07.2016. Still aggrieved, the petitioner has filed the instant writ petition.

[4] We have heard learned counsel for the petitioner and gone through the records.

[5] It appears to us that the Chairman, Chandigarh Housing Board has dealt with the petitioner very leniently as despite the fact that he attempted to sell the flat in utter violation of the terms and conditions of Brochure of the Scheme, the flat has been restored subject to payment of revised costs. The facts on record reveal that as soon as the draw of lots was held on 10.11.2008, the petitioner executed a General Power of Attorney,

It clearly suggests that he had no bonafide need of the flat and had applied in reserved category to earn premium. In such like situation, the Competent Authority has rightly penalized the petitioner with revised allotment price alongwith interest etc.

[6] No case to interfere with the impugned orders is made out.

[7] Dismissed.

[SURYA KANT]
JUDGE

May 16, 2017
mohinder

[SUDIP AHLUWALIA]
JUDGE

Whether speaking/reasoned	:	Yes/No
Whether Reportable	:	Yes/No