

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

CWP-14405-2017 (O&M)

Date of decision:- 14.12.2017

Madan Lal Saini

...Petitioner

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, CHIEF JUSTICE
HON'BLE MR. JUSTICE HARINDER SINGH SIDHU

Present:- Mr. Amandeep Saini, Advocate,
for the petitioner.

Mr. P.P.S. Thethi, Additional Advocate General, Punjab,
for respondent No. 1.

Mr. Shekhar Verma, Advocate,
for respondents No. 2 and 3.

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S.J. VAZIFDAR, C.J. (ORAL)

The petitioner has challenged the respondents' demand for the excess area of 05 sq yards on the price of ₹ 25,000/- per sq yard. The petitioner contends that the respondents are entitled to charge only ₹ 17,000/- per sq yard. Thus, the petitioner has challenged the excess demand of ₹ 40,000/-.

2. The property of one Daljeet Singh was acquired under the scheme announced by the respondents. He was either entitled to cash compensation or a plot admeasuring 200 sq yards in lieu thereof. He opted for a plot of land. The original allottee transferred his right to one Ms. Monika Gupta who in turn transferred the rights in respect of the plot to the petitioner.

3. The respondents issued a Letter of Allotment (LoA) dated 04.12.2015 to the petitioner. Clause 4 thereof reads as under:-

"4. Additional price on account of actual measurement being more than the allotted size as per entitlement or otherwise due to delays beyond control of GMADA and as per the scheme rate will be charged extra on pro-rata basis."

(emphasis supplied)

4. At that time, the scheme rate was ₹ 17,000/- per sq yard as is evident from the LoA itself. There is no dispute in this regard. It is important to note, however, that the LoA contemplates additional price to be paid. This is evident from clause 4 quoted above. It is also evident from clause 5 which stipulates the time within which the additional price is to be paid. The additional price was payable on account of various circumstances including as stated in clause 4. The annexure to the LoA also refers to the tentative cost of a plot admeasuring 200 sq yards of ₹ 34 lacs i.e. ₹ 17,000/- per sq yard.

5. The question that falls for consideration, therefore, is the ambit of the words "scheme rate" in clause 4. The scheme rate at the time of the LoA was ₹ 17,000/- per sq yard. It was, however, revised in the year 2014 itself to ₹ 25,000/- per sq yard. Though it was subsequent to the allotment in favour of the original owner, it was prior to the transfer of the allotment in the petitioner's favour. The petitioner accepted the transfer without raising any dispute in this regard. In our view, it would not make a difference even if this challenge were to be raised by the original allottee for the LoA itself states that the price was only tentative. The price was fixed under the scheme. The final rate under the scheme, and not the

tentative rate stipulated in the LoA, therefore, is the scheme rate. Thus, even the original allottee would have been bound to pay this difference.

6. The petition is accordingly dismissed.

(S.J. VAZIFDAR)
CHIEF JUSTICE

(HARINDER SINGH SIDHU)
JUDGE

14.12.2017
Amodh

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No