

HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-24045-2015

Date of Decision: February 02, 2017

Tej Raj Thakur

.....Petitioner

Versus

The Estate Officer, GMADA, Mohali and another

.....Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT
HON'BLE MR. JUSTICE SUDIP AHLUWALIA

- | | | |
|----|---|---------|
| 1. | To be referred to the Reporters or not? | Yes/No |
| 2. | Whether the judgment should be reported in the Digest? | Yes/No. |
| 3. | Whether Reporters of local papers may be allowed to see the judgment? | Yes/No |

.....

Present: Mr.B.B.Bagga, Advocate
for the petitioner.

Ms.Harleen Kaur, AAG, Punjab.
Mr.Rupinder Khosla, Sr.Advocate with
Mr.Sarvesh Malik, Advocate
for the respondents.

.....

SURYA KANT, J.

Tej Raj Thakur son of Sagar Dass was allotted 'Lower Income Group House' bearing No.1457/12, Phase XI, SAS Nagar, Mohali on 31.12.1985 on a tentative price of Rs.29,916/-. A copy of the 'Property Ledger' with complete statement of accounts (Annexure P-3) reveals that from 04.02.1986 till 30.03.1987, the installments were paid on time but thereafter in the year 1987, only three installments were deposited in the months of March, September and October. Again from March, 1988 onwards all the installments were duly paid by way of demand drafts till

The allotment of tenement was, however, cancelled and it was resumed on 14.06.1988 on account of failure of the allottee in depositing some of the installments, amounting to Rs.2709.55, in the year 1987.

The original allottee Tej Ram Thakur sold the tenement to one Satish Kumar through the 'Special Power of Attorney' dated 14.02.1986 (Annexure P-1) executed in favour of his wife, namely, Smt.Asha Rani. The instant writ petition has also been filed by the original allottee through Smt.Asha Rani. She has averred that due to some domestic dispute, her husband left the house in the year 1987. The allottee had no source of income due to which the default occurred. However, she started working as a domestic labourer and out of the earnings, she managed to deposit all subsequent installments on time.

No action to evict the petitioner from the subject tenement was ever taken. It is only when she applied for 'No Due Certificate' that she was informed the default of non-payment of some of the installments due to which the allotment stood cancelled on 14.06.1988. Smt.Asha Rani thereafter filed appeal and revision etc., which have been turned down.

We have heard learned counsel for the parties and gone through the record.

It is well settled that resumption of site should be the last resort. It is only in a case where either there is consistent default in depositing the sale price or where there are repeated building violations that the property can be resumed. (Please see Full Bench judgment in **Dheera Singh vs UT Chandigarh Admn. and others**, 2012(4) R.C.R.(Civil) 970.

defaults on the part of the petitioner, for all the installments for more than ten years from 1988 till 1999 have been timely deposited. In the year 1987 also three installments were deposited. The house is a small residential unit meant for 'lower income group' category. The petitioner also belongs to such poor section of society. The default being unintentional, we are of the considered view that it is a fit case where cancellation of allotment or resumption of the tenement must be set aside.

Ordered accordingly.

It is directed that the respondent-Authority shall inform the petitioner the due amount alongwith interest/penalty etc. which the petitioner shall be required to deposit within one month from the date of receipt of communication.

Disposed of accordingly.

**(SURYA KANT)
JUDGE**

February 02, 2017
meenuss

**(SUDIP AHLUWALIA)
JUDGE**

- | | |
|---------------------------------------|---------------|
| 1. Whether speaking/reasoned ? | Yes/No |
| 2. Whether reportable ? | Yes/No |