

HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-26216-2015

Date of Decision: May 11, 2017

Rajanbir Singh

.....Petitioner

Versus

State of Punjab and others

.....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.HPS Ishar, Advocate
for the petitioner.

Mr.Sanjeev Sharma, Sr.Advocate with
Mr.Shekhar Verma, Advocate
for the respondents.

.....

SURYA KANT, J.

The petitioner being successful in draw of lots was offered the allotment of Booth No.143 in Phase 62/7, Urban Estate, SAS Nagar, Mohali, under the 'Tatkal Scheme' vide Letter of Intent, dated 08.11.2001. Clause Nos.4, 5 and 6 of the Letter of Intent read as follows:-

“4. You are requested to deposit a sum of Rs.3,31,243/- being 25% of the above price of the site within 60 days of the date of issue of Letter of Intent. This period of 60 days can be further extended by 30 days by the Estate Officer, PUDA, SAS Nagar, on your written request. However, this Extension will be subject to payment of interest @ 2% per month (calculated on daily basis) on the amount due. The

earnest money of Rs.50,000/- will be adjusted towards the cost of 25%. All payments should be made in shape of crossed bank draft in favour of "Estate Officer, PUDA, S.A.S. Nagar" payable at SAS Nagar/ Chandigarh.

5. You are also requested to submit affidavit (specimen provided along with the application form) attested by a Magistrate.

6. In case you neither deposit money within 90 days nor give your refusal to accept this offer within 90 days, the entire earnest money deposited by you shall be forfeited."

[2] The petitioner had though deposited a sum of Rs.50,000/- as earnest money but admittedly he did not deposit Rs.3,31,243/- being 25% of the allotment price. He rather applied on 26.12.2001 expressing his "inability to accept allotment of the above said Booth" and requested to refund the earnest money of Rs.50,000/-. His application was rejected in view of Clause 6 of the Letter of Intent. The appeal filed by the petitioner was also rejected. He thereafter filed a revision petition before the State Government and Secretary, Housing and Urban Development Department, Government of Punjab, who vide order, dated 02.03.2006 (Annexure P-9) though rejected the petitioner's revision petition but directed PUDA to take a sympathetic view keeping in view his willingness to pay the total allotment price in one go. It appears that such a request was not acceded to. The matter was, thus, over. It further appears that due to computer error in the updation of record, allotment of booth was again shown in favour of the petitioner in a Public Notice dated 21.05.2015 which appears to have revived the petitioner's hope to seek allotment of subject booth through this writ petition.

[3] We have heard learned counsel for the parties. The facts speak for themselves. No allotment was ever made in favour of the petitioner. It was a case of an offer of allotment by way of Letter of Intent which the petitioner never accepted. No amount was deposited by him. He rather sought refund of Rs.50,000/-, i.e. the earnest money and his request was rightly declined in view of Clause 6 of the Letter of Intent. The authorities have never issued any allotment letter, hence, question of restoration of the booth does not arise.

[4] Dismissed.

(SURYA KANT)
JUDGE

May 11, 2017
meenuss

(SUDIP AHLUWALIA)
JUDGE

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