

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Writ Petition No.4468 of 2017

Date of Decision: March 06, 2017

Anant Development and Construction Private LimitedPetitioner
versus
State of Punjab and anotherRespondents

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

Present: Mr.Vipin Mahajan, Advocate, for the petitioner.

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Surya Kant, J. (Oral)

The petitioner, after obtaining licence under the Punjab Apartment and Property Regulation Act, 1995 in the year 1997, appears to have sold several sites without providing even basic amenities. Its licence has been cancelled due to non-deposit of statutory charges including External Development Charges. It is one of the specific condition in the licence that the petitioner shall be liable to pay 'External Development Charges'. The petitioner accepted such condition unconditionally and encashed the licence by selling the sites/apartments etc. Thereafter, the petitioner started adopting one or the other delaying tactics and has not deposited the External Development Charges till date. The Appellate Authority has dismissed the petitioner's appeal in which it questioned the levy of External Development Charges, observing that the petitioner has not deposited single penny/installment of External Development Charges, rather it approached the Civil Court just to prolong the payment. It has also been held, as a matter of fact, that the petitioner is availing full facilities including the metalled road approaching the Airport where the petitioner's

Authority has held that till date the petitioner has not applied for such amenity. Similarly, the plea that no External Development Charges can be levied for the 'open space' has been turned down observing that the licence was granted for a total compact piece of land.

We have heard learned counsel for the petitioner and are of the view that the petitioner's excuses for not paying External Development Charges are totally unjustified. The instant writ petition is nothing but a frivolous ruse to further delay the payment towards statutory liability. It is pertinent to mention that the petitioner, after granting the licence, entered into statutory agreement with the Punjab Urban Development Authority on 06.01.1997 and vide clause 1(b), it agreed to the following effect:-

“....1. In consideration of the competent authority has agreeing to grant licence to the promoter to set up the said colony on the land mentioned in the Schedule hereto, the promoter hereby consents as follows:-

(a) xx xx xx xx

(b) That the promoter shall pay proportionate development work charges, if the main lines on road, drainage, sewerage, water supply and electricity are to be laid out and constructed by the State Government of development authority or any local Authority.....”

The expression 'External Development Works' is defined in Section 2(p) of the Punjab Apartment and Property Regulation Act, 1995 and it includes, “roads and roads systems, water supply, sewerage and raining system, electric supply or any other work which may have to be executed in the periphery of a colony for its benefit...” The petitioner's colony is statedly enjoying the road, electricity and water supply etc., hence the petitioner is surely liable to pay the charges for these External

Development Works.

No case to interfere with the impugned order is made out.

Dismissed.

[SURYA KANT]
JUDGE

March 06, 2017
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[SUDIP AHLUWALIA]
JUDGE

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