

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-21620-2016

Date of Decision: July 12, 2018

Sneh Lata

.....Petitioner

Versus

Chandigarh Administration and others

.....Respondents

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

Present: Mr.Vikas Jain, Advocate for the petitioner.

Mr.Suvir Sehgal, Advocate with
Mr.Vikas Chatrath and Mr.Rajanjeet Singh, Advocates
for respondent Nos.1 to 3.

Mr.R.K.Gautam, Advocate for
Mr.Dinesh Malhotra, Advocate for respondent No.4.

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SURYA KANT, J.(ORAL)

The petitioner and respondent No.4 are co-owners of Booth No.66, Sector 31-D, Chandigarh, which was allotted on 27.10.2004 for a premium of ₹11,05,000/-. Both of them have 50% share each in the booth. It appears that some of the installments were not deposited due to which lease-deed was not executed in favour of the petitioner and an order of forfeiture of 10% of the premium amount was also passed. The petitioner challenged that action and her appeal was conditionally allowed with a direction to deposit the due amount in a time-bound manner. However, she could not do so due to which cancellation order stood revived. This action prompted the petitioner to file a revision petition, which was eventually

dismissed by the Revisional Authority, i.e. learned Adviser to the Administrator, UT, Chandigarh, on 20.09.2016/05.10.2016 on the ground of being time-barred. It has been observed that the revision petition was filed after a gap of more than one year and three months.

[2] Meanwhile, the petitioner has deposited a substantial part of the due amount as demanded by the respondents for execution of the lease-deed. She is also willing to deposit the balance amount, if any, without prejudice to her right to seek decision of the revision petition on merits. It is explained that due to some unfortunate dispute, there was misunderstanding between the petitioner and her co-owner, i.e. respondent No.4, and hence there was default in payment of installments and that the subject booth is the only source of livelihood of the family.

[3] Though there was a delay of one year or so in filing the revision petition but having regard to the fact that the petitioner has now deposited substantial part of the due amount and she is willing to deposit the balance amount including penalty, if any, it appears that the revision petition filed by her deserves to be decided on merits, more so when she heavily relies upon certain decisions of this Court where forfeiture amount was ordered to be waived off. We leave it to the entire discretion of the learned Adviser to take a holistic view with regard to waiver off the forfeiture amount and, if so, to what extent?

[4] The writ petition is accordingly allowed in part to the extent that order dated 20.09.2016/05.10.2016 is set aside and the matter is remitted to learned Adviser to decide the revision petition on merits.

determined by the Estate Officer and the lease deed may be executed in her favour subject to final outcome of the revision petition. The Estate Office will inform the balance amount within one month to the petitioner to enable her to deposit the same. In case any relief is granted by the Revisional Authority, the amount to that extent, shall be refunded to the petitioner. The stamp papers already purchased by the petitioner may be received back/renewed or used, in accordance with law.

**(SURYA KANT)
JUDGE**

July 12, 2018
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**(SUDIP AHLUWALIA)
JUDGE**

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