

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP-2773-2018

Date of Decision: 7.02.2018

D.P. Engineering Industries Ltd., Faridabad

....Petitioner.

Versus

Haryana State Industrial and Infrastructure Development Corporation Ltd.,
Panchkula and another

...Respondents.

**CORAM:- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL**

PRESENT: Mr. Suman Jain, Advocate for the petitioner.

AJAY KUMAR MITTAL, J.

1. In this writ petition filed under Articles 226/227 of the Constitution of India, the petitioner has prayed for issuance of a writ in the nature of certiorari for quashing the letter dated 22.8.2016 (Annexure P-11) with a direction to the respondents to refund the balance amount of ₹ 49,70,339/- along with interest from the date of deposit till the date of payment.

2. The respondents called for the applications for the allotment of industrial plots in IMT, Faridabad under 4050 and 1800 square meters category. In pursuance thereto, the petitioner applied for a plot measuring 4050 square meters along with 10% amount as earnest money. The Allotment Committee interviewed the petitioner along with other applicants and on 23.4.2013 declared the petitioner as successful candidate for the allotment of a plot. The draw of lots for the allotment of plot numbers was held on 12.6.2013. Vide notice dated 13.5.2013 (Annexure P-1), the respondents disclosed that the rate of the allotment of industrial plot in IMT, Faridabad would be ₹ 10,000/- per square meter plus interim enhancement

cost of ₹ 1400/- per square meter to be payable by the allottee either in lump sum within a period of 60 days or in eight half yearly installments. The petitioner was allotted plot No.68, Sector 68, IMT, Fardabad vide allotment letter dated 17/18.6.2013 (Annexure P-2). The tentative price of the plot was ₹ 4,05,00,000/- and interim enhancement was ₹ 56,70,000/-. After the allotment of the plot, the petitioner deposited remaining 15% amount on 29.7.2013. The petitioner deposited various amounts on various dates. Vide letter dated 19.6.2014 (Annexure P-3), the petitioner requested he respondents to exchange the plot in question with a smaller plot of 1800 to 2000 square meters on the same terms and conditions and the amount already deposited be adjusted against the exchanged plot to be allotted. In response thereto, respondent No.2 vide letter dated 16.7.2017 (Annexure P-4) accepted the request of the petitioner and informed that plot No.800 measuring 1800 square meters in Sector 69, IMT, Faridabad had been allotted in lieu of plot No.68. The petitioner vide letter dated 28.7.2014 (Annexure P-5) furnished its consent and accepted the newly allotted plot No.800, Sector 69, IMT, Faridabad. On coming to know that plot No.800 was allotted to any other person, the petitioner vide letter dated 16.9.2014 (Annexure P-6) requested respondent No.2 to allot plot No.839 in lieu of plot No.800. Vide letter dated 26.11.2014 (Annexure P-7), respondent No.2 allotted plot No.839 measuring 1800 square members on the same terms and conditions. Since the respondents had failed to provide infrastructure at the site in question, the petitioner vide email dated 13.5.2016 (Annexure P-8) requested respondent No.2 to cancel the said plot and return the amount paid along with interest. Further, vide email dated 31.5.2016 (Annexure P-9), the petitioner again requested respondent No.2 to refund the amount

after deducting 5% of the amount. Since respondent No.2 deducted a sum of ₹ 49,70,339/- against their own policy and refunded ₹ 1,12,38,603/-, the petitioner vide letter dated 23.7.2016 (Annexure P-10) lodged a protest and asked respondent No.2 to refund the balance amount along with interest. In response thereto, respondent No.2 vide letter dated 22.8.2016 (Annexure P-11) filed the request of the petitioner. The petitioner vide letter dated 13.5.2016 (Annexure P-12) requested respondent No.1 to refund the amount wrongly deducted, but to no effect. Thereafter, the petitioner again vide letter dated 3.5.2017 (Annexure P-13) asked for the refund, but no response has been received till date. Hence, the present writ petition.

3. Learned counsel for the petitioner submitted that for the relief claimed in the writ petition, the petitioner has sent the letters dated 13.5.2016 and 3.5.2017 (Annexures P-12 and P-13, respectively) to respondent No.1, but no action has so far been taken thereon.

4. After hearing learned counsel for the petitioner, perusing the present petition and without expressing any opinion on the merits of the case, we dispose of the present petition by directing respondent No.1 to take a decision on the letters dated 13.5.2016 and 3.5.2017 (Annexures P-12 and P-13, respectively), in accordance with law by passing a speaking order and after affording an opportunity of hearing to the petitioner within a period of two months from the date of receipt of certified copy of the order.

(AJAY KUMAR MITTAL)
JUDGE

February 7, 2018
gbs

(ANUPINDER SINGH GREWAL)
JUDGE