

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

221

**CWP No. 2801 of 2018
Date of Decision: 22.11.2018**

Adish Gupta

.....Petitioner

v.

Chandigarh Housing Board and another

.....Respondents

**CORAM HON'BLE MR. JUSTICE MAHESH GROVER
 HON'BLE MR. JUSTICE LALIT BATRA**

Present:- Mr. Sandeep Bansal, Advocate
 for the petitioner.

Mr. Indresh Goyal, Advocate
for the respondents.

MAHESH GROVER, J. (Oral) :

This petition has been filed praying for issuance of a writ in the nature of certiorari quashing impugned order dated 01.01.2018(Annexure P-8) declining the prayer of the petitioner for allotment of a HIG (L) flat, Sector 44-D, Chandigarh. Further prayer has been made that if this dwelling unit cannot be granted, the petitioner be allotted some other house.

The petitioner contends that a HIG plot was allotted to him in the year 1986 but for some reason, he could not make the payment and sought extension for two months, thereafter, also he sought extension, which was again granted but he could not make the payment. Consequently, the allotment was cancelled. A policy dated 15.6.2017 has been formulated by the respondents, where it is contemplated that those who were unable to pay and faced cancellation may derive the benefit of the policy by reviving the allotment on certain terms and conditions specified in the policy itself. The

claim of the petitioner has been rejected. This is the reason he has filed the present writ petition and in the reply, the respondents justified the stand to contend that there was, in fact, no allotment made in favour of the petitioner in the year 1986, and document P-1 relied upon by the petitioner was merely an offer subject to certain conditions that were to be satisfied before the allotment could fructify in his favour. The petitioner never did so and consequently this offer was withdrawn. It is, thus, contended that the benefit of the policy Annexure P-3, cannot be extended to the petitioner as he would certainly not fall within the term of 'allottee'.

We have heard learned counsel for the parties and are of the opinion that the stand of the respondents is justified. A perusal of Annexure P-1 reveals that intent was merely an offer of allotment, subject to the petitioner complying with certain requisites, which have been specified therein and which we extract here below:-

"Before the requisite allotment of this house is made to you, you are requested to furnish an affidavit to the effect that:-

- (i) You have been a bonafide resident of U.T. of Chandigarh, for a period of at least three years on the date of submission of application.
- (ii) Your family income is Rs.____ P.M.
- (iii) You or your dependent relations do not own a residential plot or house in the U.T. of Chandigarh or in any of the Urban Estates of Mohali or Panchkula.

You or your dependent relations have not acquired a house/residential site anywhere in India through Govt./Semi Govt./Municipal Committee/Corporation/Improvement Trust at concessional rate.

In case you fulfill all these conditions, you are requested to get yourself registered with the Board for the allotment of this house by submitting a formal application in the prescribed form obtainable from this office on payment of Rs.20/- alongwith a sum of Rs.7500/-

as earnest money in the form of bank draft of any scheduled bank at Chandigarh in favour of Chandigarh Housing Board so as to enable this office to take further necessary action.

The formalities should be completed within one month from the date of issue of this letter failing which it will be presumed that you are not interested in the allotment and this will be offered to the person in the waiting list.”

Since the petitioner failed to respond and satisfy the aforesaid requisites, no allotment fructified in his favour and if that be so, then the policy Annexure P-3 would not be available to the petitioner as it extends the benefit to those who were actually allotted a unit but failed to make the payment resulting in cancellation. The case of the petitioner is, therefore, distinct and not covered under the policy. Besides, the petitioner has now come up with a claim which is belated as the flat in question already stands allotted to someone. Consequently, we decline the interference.

Dismissed.

(MAHESH GROVER)
JUDGE

(LALIT BATRA)
JUDGE

22.11.2018

Ashwani

Speaking/Reasoned
Reportable

Yes/No
Yes/No