IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

214 **CWP-3938-2017**
Date of Decision: 22.02.2018

VANITA SOOD ....Petitioner.

Versus

PUNJAB URBAN PLANNING & DEVELOPMENT AUTHORITY AND ORS.
...Respondents.

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

Present: Mr. A.K. Jain, Advocate for the petitioner.

Mr. Harsh Aggarwal, Advocate for the respondents.

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ANUPINDER SINGH GREWAL, J.

The petitioner has challenged the order dated 08.12.2016 (Annexure P-12), whereby the claim of the petitioner for allotment of plot has been declined and earnest money deposited by him, has been forfeited.

2. The respondent No.1 had issued an advertisement for allotment of freehold residential plot at PUDA Enclave, Jagraon, District Ludhiana and in response thereto, the petitioner had applied for allotment of 250 square yards plot. The draw of lots was held on 10.01.2013 and the petitioner was successful in allotment of the plot. The petitioner had deposited 10% of the price which was financed by respondent No.3-Bank. The petitioner could not deposit the balance 15% which had to be done within a period of 30 days of the issuance of letter of intent and, therefore, his application was rejected.

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3. Learned counsel for the petitioner contends that while applying for allotment of plot, the petitioner had obtained loan which was financed by respondent No.3-Bank. The letter of intent, which had been issued by the Bank, had not been sent by the Bank to the petitioner and, therefore, he could not deposit the balance 15% amount in terms of the conditions of allotment. The letter of intent was apparently lost by respondent-Bank and, therefore, the petitioner should not suffer due to the negligence of the respondent No.3-Bank.

4. We have heard the learned counsel for the parties.

5. The petitioner was successful in the draw of lots. The 10% of the outstanding amount had been deposited at the time of the application. In the terms and conditions of allotment, it was stipulated that the successful allottee shall have to deposit 15% of the outstanding amount within a period of 30 days of the letter of intent. The letter of intent had been issued by respondent No.1 to the respondent No.3-Bank. The petitioner had failed to deposit the balance 15%. The failure of the petitioner to deposit the balance 15% amount as stipulated in the terms and conditions would entail cancellation of allotment of plot and forfeiture of the 10% amount, which had already been deposited. The petitioner cannot derive any advantage by fastening the liability on the negligence of respondent No.3-Bank as that may only entitle the petitioner to claim damages from the Bank in appropriate proceedings, if he can make out a case for negligence or inaction on its part. Insofar

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as the impugned order is concerned, the respondent No.1 was well within its rights to cancel the allotment and forfeit the initial deposit of 10% as the petitioner did not comply with the terms and conditions of the allotment for deposit of 15% within the stipulated period.

6. Therefore, we do not find any manifest illegality in the impugned order dated 08.12.2016 (Annexure P-12), which would warrant interference while exercising the jurisdiction under Article 226 of the Constitution of India.

7. In the result, the petition stands dismissed.

(AJAY KUMAR MITTAL)
JUDGE

(ANUPINDER SINGH GREWAL)
JUDGE

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Whether speaking/reasoned : YES/NO

Whether reportable : YES/NO

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