

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

(1)

RSA No.2105 of 1997 (O&M)
Date of Decision: December 10, 2019

HUDA and another

...Appellants

Versus

S.K. Gupta, S.E. Karnal

...Respondent

(1)

RSA No.2896 of 1997 (O&M)

HUDA and another

...Appellants

Versus

Urban Estate Welfare Association

...Respondent

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. Som Nath Saini, Advocate
for the appellants.

Mr. V.K. Jain, Senior Advocate with
Mr. Aman Jain, Advocate
for the respondent in RSA No.2105 of 1997.

Mr. Parunjeet Singh, Advocate for
Mr. Vijay S. Kajla, Advocate
for the respondent in RSA No.2896 of 1997.

JAISHREE THAKUR, J. (Oral)

1. By this common order, this court proposes to dispose of above captioned two RSAs filed by the HUDA i.e. RSA No.2105 of 1997 titled as “HUDA and another vs. S.K. Gupta, S.E. Karnal” and RSA No.2896 of 1997 titled as “HUDA and another vs. Urban Estate Welfare Association” seeking to challenge the impugned judgments and decrees passed by both the courts below whereby, the notices issued to the allottees seeking recovery of enhanced compensation have been set aside.

2. In brief, the facts of the case (as taken from RSA No.2105 of 1997) are that certain land was acquired by HUDA for carving out residential plots in Sector 14, Part-I Karnal. The respondent herein was allotted plot measuring 500 sq. yards. One of the condition of the allotment letter was that in case, there is an enhancement in compensation to be paid to the landowners, the burden would be borne by the allottees. Since the compensation came to be enhanced, the burden of the same was sought to be fastened upon the allottees, in terms of the conditions as specified in the allotment letter. Notices were issued to the allottees asking for the deposit of the enhanced amount, which notices came to be challenged by the respondent herein, taking the plea that the enhancement of the cost of land was not proportionately distributed amongst all. It was contended that the contending that the enhancement in the cost of land was to be paid proportionately, but the amount of compensation enhanced was spread on the plotable area, which was 31.05 acres and not on the entire area of the scheme measuring 85.55 acres and that HUDA did not include the land under the area of show rooms, Govt. College, Shopping Centre, Community Centre, Primary School etc. The trial court and subsequently the first

Appellate Court came to hold that the impugned notices were bad on the ground that said notice did not give break up or the calculations in respect of the enhanced compensation, which was to be paid. Aggrieved against the judgments and decrees passed by the courts below, the instant appeals have been filed.

3. Counsel appearing on behalf of the appellant-HUDA would contend that the calculations were produced before the trial court, which is available on the record as Ex.D3 (as Ex.D2 in RSA No.2896 of 1997) which is in respect of Section 14, Para-I, Karnal. The calculation would reflect that the total amount of enhanced compensation to be paid is ₹ 89,26,318 (₹ 82,30,948/- in RSA No.2896 of 1997) while further stating that the total area of which enhanced compensation is 85.55 acres (338.74 acres in RSA No.2896 of 1997) while also arguing that all definite areas under the show rooms, under the colleges and under the shopping centre have also been reflected, therefore, once the calculations are available on record, there was no cause for both the courts below to hold that the notices were void.

4. Mr. Aman Jain, counsel appearing on behalf of the respondent in RSA No.2105 of 1997 and Mr. Parunjeet Singh, Advocate appearing on behalf of the respondent in RSA No.2896 of 1997 would submit that there is concurrent finding of fact that the notices that were served upon the allottees for payment of enhanced compensation did not give details and the subsequent calculations produced on the record did not form part of the impugned notices.

5. At this stage, a very fair statement has been made by Mr. Aman

Jain, counsel appearing on behalf of the respondent in RSA No.2105 of 1997 and Mr. Parunjeet Singh, Advocate appearing on behalf of the respondent in RSA No.2896 of 1997 that no doubt the allottees are bound to pay the enhanced compensation along with interest accrued thereon from the date it become due, in terms of the allotment letter, however, they would only be liable to pay in case, HUDA serves them with the notices giving the details of the enhanced compensation to be paid, after taking care of saleable area measuring 56.02 acres permissible under law. It is also pointed out that the first Appellate Court had dismissed the appeal of HUDA by giving the similar observations.

6. Based on the very fair statements made by counsel appearing on behalf of respondent in both the appeals, counsel for the appellant-HUDA does not press the instant appeals and submits that HUDA will serve the respondents with fresh notices, giving all the details required, by taking into account the total saleable area measuring 56.02 acree of Sector 14, Part-I, Karnal within three months. On doing so, the appellant-HUDA will be entitled to recover the enhanced amount of compensation along with interest from the date it became due.

7. The appeals stand disposed of with the aforesaid directions.

December 10, 2019
vijay saini

(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No