

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of Decision:15.11.2021

1. CWP-10005-2021(O&M)

Shiv Lal Petitioner

versus

State of Haryana and others Respondents

2. CWP-10054-2021(O&M)

Jagan Singh Petitioner

versus

State of Haryana and others Respondents

3. CWP-10058-2021(O&M)

Inderjeet Petitioner

versus

State of Haryana and others Respondents

CORAM : HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA
HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: Mr. Ashish Gupta, Advocate for the petitioner(s).

Mr.B.R.Mahajan, Advocate General, Haryana assisted by
Mr.Ankur Mittal, Addl.AG, Haryana.

TEJINDER SINGH DHINDSA, J. (ORAL)

These cases have been taken up through Video Conferencing
via Webex facility in the light of Pandemic Covid-19 situation and as per
instructions.

This order shall dispose of *CWP-10005-2021, Shiv Lal vs. State of Haryana and others*, *CWP-10054-2021, Jagan Singh vs. State of Haryana and others* and *CWP-10058-2021, Inderjeet vs. State of Haryana and others* as identical issue has been raised in these three writ petitions.

Petitioner(s) herein are real brothers and sons of late Gopi Chand son of Maman Singh.

Prayer in these three writ petitions is for issuance of directions to the respondents to deliver possession of a plot admeasuring 6 Marla to each of the petitioners.

After issuance of notice of motion a joint written statement on behalf of respondents No. 3 to 6 has been filed.

In the written statement it has been clarified that at the time of issuance of Notification under Section 4 of the Land Acquisition Act, 1894 the father of the petitioner(s) namely Gopi Chand was the recorded land owner for land measuring 13 Kanals 8 Marla and as per R&R policy Gopi Chand was entitled for allotment of one residential plot of size 14 Marla. It is further submitted that the surviving legal heirs i.e. the petitioner(s) herein were jointly entitled for allotment of one plot of 14 Marla. However, application had been submitted by the petitioner(s) separately for allotment of the plots under the Oustee Policy claiming their respective share in the land which was acquired to be 3 Kanal 6 Marla.

Learned Advocate General, Haryana has informed the Court that on account of an inadvertent error separate plots of 6Marla had been allotted.

In para 9 of the written statement it has been averred that the respondent-Corporation now plans to develop three pockets for

Rehabilitation and Resettlement purposes namely Pocket 'A', 'B' and 'C' and out of which only Pocket 'A' was free from litigation. The plots allotted to the petitioner(s) also forms part of the pocket 'A' and now a joint allotment of a plot admeasuring 14 Marla can be offered to the petitioner(s) in Pocket 'A' itself. To facilitate such allotment two proposals at 'A' and 'B' have been culled out in the written statement. The same would be relevant to the issue at hand and are extracted hereunder:-

- A. *That the decision has been taken to provide connectivity to Pocket 'A' from IMT Phase-I, which is adjacent and the basic infrastructure facilities will be accordingly laid down. It is submitted that the laying down of services/basic infrastructure facilities will take minimum 24 months and accordingly the possession of the site will be offered after the basic facilities are laid down.*
- B *In the alternative, the applicant can choose to opt for suo moto possession of the plot on 'as is where is basis' without there being formal offer of possession by the respondent Corporation. The formal possession of the plot would be offered after the laying down of services which will take minimum 24 months, in case the petitioner opts for suo moto possession of the plot, the petitioner has to pay 15% of the tentative price of the plot within 30 days of the issuance of the Letter of Intent and thereafter Regular Letter of Allotment will be issued. The rest of the amount of 75% may be paid by the petitioner either in lump sum within a period of 90 days without any*

*interest from the date of issuance of Regular Letter of Allotment or in eight equal instalments, In case of normal allotment the allottee is charged 12% per annum interest on the instalment amount, however, in case suo moto possession of the plot is taken then the interest on instalment is not charged till the time the offer of possession is given by the Corporation after development of basic infrastructure facilities, however any delay in payment shall carry interest @ 15% per annum compounded annually on the amount in default for the defaulted period. The guidelines governing the allotment of plots under R&R policy are annexed herewith as **Annexure R-5** for the kind perusal of this Hon'hle Court.*

*The copy of the Layout plans of IMT Phase V Manesar along with plan of Pocket A is annexed herewith as **Annexure R-6** and **Annexure R-7** respectively for the kind consideration of this Hon'ble Court.”*

Mr.Ashish Gupta, who is the counsel in these three connected petitions was given an advance copy of the written statement. He concedes that the petitioner(s) can rightfully claim only a joint allotment of one plot admeasuring 14Marla as per entitlement under the Rehabilitation and Resettlement Scheme.

He further categorically makes a statement that the petitioner(s) in these three petitions are choosing to opt proposal 'B' as reproduced

hereinabove.

Statement made by counsel for the petitioner(s) is accepted.

Needless to observe that even the respondent-Corporation would remain bound by the terms of the proposal at 'B' hereinabove.

Learned Advocate General, Haryana informs us that a joint allotment of plot of 14 Marla in favour of the petitioner(s) would be finalised and a letter of allotment would be issued within a period of four months from today.

At this stage counsel for the petitioner(s) submits that earlier in point of time payment had already been deposited for allotment of 6 Marla plots on an individual basis and such payment be now adjusted at the time of joint allotment of a 14 Marla plot.

Learned Advocate General, Haryana concedes to such fair submission and submits that the payment made earlier in point of time would be now adjusted at the time of fresh joint allotment of 14 Marla plot.

In view of the above, nothing survives in these petitions and the same are disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

(VINOD S.BHARDWAJ)
JUDGE

15.11.2021
sunita

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No