

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

105

**CWP-23125-2021
Date of decision: 01.12.2021**

RAMESH KUMAR

....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. Hardeep Singh Kasan, Advocate
for the petitioner.

TEJINDER SINGH DHINDSA. J. (ORAL)

This case has been taken up through Video Conferencing via Webex facility in the light of Pandemic Covid-19 situation and as per instructions.

The instant writ petition has been filed assailing a communication dated 03.08.2021 (Annexure P-7) issued by the competent authority under the Haryana State Industrial and Infrastructure Development Corporation Limited as regards cancellation of allotment of Plot No.169, Industrial Estate, Narwana.

We have heard counsel for the petitioner at length and have perused the pleadings on record.

Perusal of the impugned communication reveals that the afore-noticed plot was allotted in favour of the petitioner and a Regular Letter of Allotment along with offer of possession was issued on 12th October, 2018,

for setting up a particular project. In terms of the conditions contained in the Regular Letter of Allotment, the allottee was obligated to remit 15% price of the plot, so as to make 25% cost of the plot within a period of 30 days from the issuance of Regular Letter of Allotment. Such period was further extendable by 30 days upon deposit of interest at the rate of 15% per annum for the extended period.

It was clearly stipulated in the letter of allotment that the allotment itself shall automatically lapse, if the amount is not deposited and the application money would then stand forfeited.

Vide impugned communication, it has been recited that the allottee/petitioner herein had failed to deposit 15% price of the plot within the stipulated time frame.

Counsel, on a specific query having been put, does not rebut the factual premise as regards non-deposit of the requisite amount and as has been noticed in the impugned communication.

An attempt had been made to impress upon us that it was on account of the hard Covid times that the deposit was not made and as such a lenient view ought to be taken.

We find such submission to be wholly misplaced.

The Regular Letter of Allotment along with offer of possession was made in October 2018.

The 15% price of the plot was to be paid within a period of 30 days from the date of issuance of Regular Letter of Allotment i.e., in the year 2018 itself.

Under no circumstances can the Covid pandemic be cited as a

plausible explanation for non-deposit of the requisite payment.

We do not find any infirmity in the impugned communication.

No interference is warranted.

Dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

(VINOD S. BHARDWAJ)
JUDGE

01.12.2021

S.Sharma(syr)

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No