IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

122 **CWP No.23290 of 2021**
Date of decision : 07.12.2021

Desh Deepak **..........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.Hardip Singh Kasan, Advocate, for the petitioner.

Mr.Baldev Raj Mahajan, Senior Advocate, with
Mr.Aman Bahri, Advocate, for respondent-HSIIDC.

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VINOD S. BHARDWAJ, 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.

By means of the instant writ petition, the petitioner has assailed the letter bearing memo No.2037 dated 03.08.2021 (Annexure P-7) issued by the Chief Coordinator, Industries-cum-HOD (Estate), Sector-6, Panchkula-respondent No.4, whereby, communication with respect to cancellation of the allotment and forfeiture of the application money has been sent to petitioner regarding Plot No.43 situated in Industrial Estate, Narwana.

We have heard learned counsel for the petitioner at length and have gone through the pleadings and documents on record with his assistance.

The contention of the petitioner is to the effect that Plot No.43 in the Industrial Estate, Narwana, was allotted to him vide regular letter of allotment dated 12/16-10-2018 against a tentative price of Rs.36,45,000. The petitioner further claims that one of his relative namely Mr. Ramesh was also allotted Plot No.169 in the same Industrial Estate. Upon issuance of the regular letter of allotment, the relative namely Mr. Ramesh moved an application for change of allotment against Plot No.169 to Plot No.48. The petitioner also claims that he had also submitted an application for allotment of an alternative Plot No.47 instead of Plot No.43 so that the petitioner as well as his relative could have adjacent plots and they could jointly initiate activity on their respective plots. Reminders to the said request are stated to have been sent. On account of the pending request, the remainder amount against the plot was not tendered.

That certain conditions of the regular letter of allotment need a special reference in order to adjudicate upon the dispute. The same are extracted as under:

> *2.“ AND WHEREAS, this allotment, among other terms and conditions, contained in Appendix-A, is subject to following conditions precedent to be fulfilled by you within the stipulated period:-*
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> *i. You are advised to carefully go through the contents of the RLA, as well as the terms and conditions stipulated in the Appendix-A. You shall be required to submit the Letter of Acceptance, in Appendix-B, duly signed (each and every page), in token of having accepted the allotment of above noted Industrial Plot, including the terms and conditions contained hereunder and as stipulated in Appendix-A;*

ii. Alongwith the letter of acceptance, in Appendix-B, you shall also be required to remit a sum of Rs.546,750.00/- (Rupees Five Lakh Forty Six Thousand Seven Hundred Fifty Only) to HSIIDC as per prescribed procedure towards 15% of the tentative price of the aforesaid Plot/Shed amounting to Rs.911,250.00 (Nine Lakh Eleven Thousand Two Hundred Fifty Rupees only) by you within 60 days of date of issuance of RLA, without any interest. In case of delay in depositing the said amount of the plot beyond 60 days, delayed interest @ 15.00% p.a., as amended from time to time, for the period of delay be till 60 days shall be payable by you which shall be compounded on the installment dates. The balance 50% of the tentative price of the plot shall be payable within a period of 90 days of date of issuance of RLA, without any interest. In the event of lumpsum payment of balance 50% of the price of the plot so as to make it 100% price of the plot within a period of 90 days of date of issuance of RLA, you shall be entitled to a rebate equivalent to 10% on such balance 50% price of the plot.

(iii) In the event you fail to submit the Letter of Acceptance, together with payment towards 15% price to make up 25% of the tentative price of the aforesaid Industrial Plot, within 30 days from the date of Issuance of RLA or with interest thereon @15.00% p.a. within further extendable period of 30 days, please note that in such eventuality, this allotment shall automatically lapse after the expiry of above stipulated period of 60 days; and the case shall be dealt as per the provisions of EMP-2015 as amended from time to time.

(iv) Apart from fulfilling the conditions precedent as specified at 2(i) & 2(ii) above, you shall also be required to execute an Agreement, in writing, with HSIIDC, at concerned field office, incorporating therein the terms & conditions as contained in Appendix-A, as per instructions given

> *therewith, within a period of 60 days from the date of issuance of RLA. This period of 60 days allowed for execution of the agreement will, however, be extendable further by HSIIDC at its sole discretion, but incase, after fulfilling any of the conditions precedent as specified at 2(i) & 2(ii) above, you fail to execute the agreement within the extended period, the allotment shall become liable to be cancelled and the payment received towards the tentative price shall be refundable to you without any interest by the Corporation, after forfeiting 10% of the total tentative price of the aforesaid Industrial Plot. In addition to above, maintenance, water/sewer charges, in default if any, shall also be deducted from the refundable amount"*

A perusal of the said terms and conditions establishes that the allottee was required to remit 15% price of the plot, in order to make 25% cost of the plot within a period of 30 days of issuance of the regular letter of allotment which was further extendable by another 30 days with interest @ 15% per annum. In the event of the allottee failing to deposit 15% amount of the plot in order to make the remittance to 25% cost of the plot within a period of 60 days of the issuance of the regular letter of allotment, the allotment was to lapse automatically and the case was to be dealt as per the provisions of Estate Management Procedures, 2015 as amended from time to time.

Perusal of the communication dated 03.08.2021 (Annexure P-7) reveals that the regular letter of allotment along with offer of possession was issued on 12.10.2018 for setting up of the industrial project. It is further uncontroverted that the petitioner/allottee failed to deposit 15% of the price of plot, in order to make 25% cost of the plot, within the maximum period prescribed. The said amount had not been deposited even till the date of communication i.e. 03.08.2021.

On a specific query having been put, the learned counsel appearing on behalf of petitioner does not rebut the factual premise of the communication dated 03.08.2021 and does not dispute about non-deposit of the requisite amount as noticed in the communication.

During the course of argument, learned counsel has made an attempt to tender an explanation for his failure to make the deposit on account of his pending request for change of the plot and with the additional argument that the failure also occasioned as a result of the hardships caused due to spread of the pandemic on account of Covid-19.

We find such submissions on behalf of petitioner to be wholly misplaced.

The regular letter of allotment was issued to the petitioner on 12/16.10.2018 and was subject to the conditions prescribed to be fulfilled by the petitioner. There is no provision in the regular letter of allotment as would have justified the petitioner in not making payment towards the plot during the pendency of any request. As a matter of fact, the failure on the part of the petitioner to fulfill the precedent conditions to the allotment, annuls the allotment itself. The petitioner has also failed to refer to any provision applicable under the Estate Management Procedures under which an allottee may have claimed exemption from payment of the price and/or compliance of the conditions precedent in the regular letter of allotment during the pendency of any request for change of plot. In the absence of any such provision either in the regular letter of allotment or in the Estate Management Procedures, 2015 as amended from time to time, the petitioner was bound to fulfil the precedent conditions in the regular letter of allotment.

Referring to the plea of hardship due to the onset of Covid-19 pandemic, the said submission is a mere afterthought. The regular letter of allotment was issued on 12/16.10.2018 and the amount in question was to be paid within a period of 60 days of such letter. The said duration came to an end on 11.12.2018. The Covid scenario emerged only in March, 2020 i.e. much later then the period within which the conditions of allotment had to be fulfilled. The explanation is thus, neither plausible nor justified.

We find no infirmity in the impugned communication and that the same has been issued strictly in accordance with the terms and conditions of the regular letter of allotment.

No further interference is warranted. The writ petition is accordingly dismissed as being devoid of any merit.

(TEJINDER SINGH DHINDSA)
JUDGE

(VINOD S. BHARDWAJ)
JUDGE

07.12.2021
anil

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