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

109 **CWP No.13587 of 2022**
Ravinder Kumar Gupta and another ...Petitioners
Versus
The State of Haryana and others ...Respondents

114 **CWP No.13603 of 2022**
Lokesh Yadav ...Petitioner
Versus
The State of Haryana and others ...Respondents

Date of decision:17.06.2022

**Coram: Hon'ble Mr. Justice G.S. Sandhawalia
Hon'ble Mr. Justice Vikas Suri**

**Present: Mr. Gaurav Bakshi, Advocate,
for the petitioner(s).**

**Mrs. Rajni Gupta, Advocate,
for the respondents.**

G.S. Sandhawalia, J.

The challenge in the present writ petitions bearing CWP No.13587 and 13603 of 2022 is to the two different orders dated 17.05.2022 passed by respondent no.1, whereby he has dismissed the revision petition(s) filed by the petitioner(s) rejecting their claim for restoration of the booth(s) which had been allotted to them. The reasoning given by the said respondent is that the petitioner(s) themselves had applied for surrender of the booth(s) and their request was duly processed by the Estate Officer and the refund had also been given to them through RTGS and, therefore, the

refund having been accepted by them, it was not permissible for the petitioner(s), as such, to claim restoration of the said booth(s).

For convenience, the factual matrix can be taken from CWP No.13587 of 2022. Perusal of the allotment letter dated 12.08.2013 (Annexure P-1) would go on to show that Commercial Booth No.25, Sector 22, Urban Estate, Gurgaon, measuring 22.69 square meters, had been allotted to the petitioners in the bid for an amount of Rs.1,19,50,000/-. A sum of Rs.11,95,000/- was deposited by them as bid money at the time of bid and an amount of Rs.17,92,500/-, to make up 25% amount of the total bid money, was to be paid by them within a period of 30 days from the date of issue of the allotment letter. The balance 75% amount of Rs.89,62,500/- was to be paid in lump sum, without interest, or in 10 half yearly installments along with interest @ 12% per annum. The possession of the aforesaid booth was also given to the petitioners on 12.09.2013 (Annexure P-2) and the building plan was also got sanctioned by them on 14.10.2013 (Annexure P-3).

Apparently, the site was surrendered by the petitioners, on their own, on 14.08.2018. The appeal was filed by the petitioners before the Administrator, HSVP, Gurugram, for restoration of the aforesaid booth, and the said authority came to the conclusion that the site had been purchased by the petitioners in open E-auction and had been willingly surrendered. Therefore, the contract had come to an end and in view of the guidelines issued by the higher authorities, since there was no order passed by the Estate Officer, the appeal was held not to be maintainable for restoration of the site in case of surrender of the booth.

It is thereafter that the revision was filed under Section 30(2) of the HSVP Act, 1977 and the Authority noticed that a sum of Rs.23,11,448/- had been refunded to the petitioners through RTGS on 27.08.2018 in pursuance of their application for surrender of the booth, which was processed by the Estate officer. In such circumstances, the impugned order (Annexure P-5) was passed, directing the Estate Officer to take back possession of the booth within a period of 30 days from the date of the order, if not taken earlier.

The counsel for the petitioners tried to impress upon us that they have raised construction on the aforesaid booth, as per the norms, but nothing could be shown as to whether any completion certificate had been issued or not. Admittedly, the full amount of the said booth was never deposited, as per the terms and conditions of the allotment letter, and this fact is also clear from the pleadings. Clause 10 of the allotment letter, as such, specifically provides that the land shall continue to belong to the Authority until the entire consideration money together with interest and other amount due to the Authority is paid, which was not done by the petitioners. Clause 11 of the allotment letter also provides that on payment of 100% of the tentative price, the conveyance deed would be executed, which stage never arrived due to non-payment of the entire amount. Therefore, it does not lie in the mouth of the petitioners to claim that they have any vested right in the site in question.

Apparently, the petitioners have failed to make complete payment of the due amount of the aforesaid booth and, therefore, opted to book their losses by seeking refund, by way of surrender, of the whatever amount they could get from the Authorities. Having failed to construct the

site within a period of two years from the date of offer of possession, which is required as per Clause 16 of the allotment letter, with open eyes, they surrendered the site and booked their losses and on 27.08.2018 and received a sum of Rs.23,11,448/-. Therefore, they cannot have change of heart two years later when they filed appeal before the Administrator, HSVP, Gurugram on 27.08.2020, for restoration of the aforesaid booth. Apparently, the same is being done by them on account of increase in the value of the site.

Thus, in absence of any legal right or statutory provisions having been violated by the Authorities, no fault can be found in the impugned order(s) and, thus, both the writ petitions are hereby dismissed.

(G.S. Sandhawalia)
Judge

June 17, 2022
vinod*

(Vikas Suri)
Judge

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No