

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

130

CIVIL WRIT PETITION NO.13993 OF 2022
DATE OF DECISION: JULY 06, 2022

Swaran Singh

.....Petitioner

VERSUS

The State of Punjab and others

....Respondents

**CORAM:- HON'BLE MR.JUSTICE AUGUSTINE GEORGE MASIH
HON'BLE MR.JUSTICE SANDEEP MOUDGIL**

Present: Mr. Tejinder Singh, Advocate,
for the petitioner.

AUGUSTINE GEORGE MASIH, J.

This writ petition has been preferred, challenging the order dated 07.06.2022 (Annexure P-1) passed by the Chairman, Improvement Trust, Batala, ordering resumption of Shop No.64, area 261.82 Sq. yards at Leekwala Tank (Nazool land), Batala, District Gurdaspur and for forfeiture of the deposited amount.

Briefly, the facts are that the petitioner was allotted Shop No.64, Leekwala Tank (Nazool land), Batala, District Gurdaspur through allotment letter No.334 dated 07.02.2001, according to which the petitioner was required to deposit ₹9,16,370/- as total sale price of the shop within 30 days from the date of despatch of the allotment letter. Petitioner opted to deposit the payment in instalments and after the initial deposit, which led to handing over of the possession of the shop, failed to deposit any amount including the rent, which he had to pay in the light of the fact that he had

not yet paid the total sale price.

On 28.01.2010, petitioner was called upon to deposit ₹68,870/- as rent of the shop for the last 10 years alongwith sale price of the shop. He accordingly deposited the said amount of rent i.e. ₹68,870/- on 23.07.2010, the receipt of which is Annexure P-4 but not the sale price of the shop. Vide letter dated 15.12.2011 (Annexure P-5), the Executive Engineer, Batala, Improvement Trust, Batala, gave notice to the petitioner to deposit five instalments, which were due from him. He was directed to deposit the same within 15 days of the receipt of the said letter, failing which the shop was to be resumed and deposited amount forfeited. It was further mentioned in the said letter that the shop in question would be sold in auction. Despite this, the petitioner did not deposit the requisite amount. He, however, continued to be in possession of the shop and used the same without depositing any rent or the sale price.

Improvement Trust, Batala, thereafter proceeded to pass a resolution No.78, dated 30.03.2021, resuming Shop No.64 allotted to the petitioner and also confiscated the deposited amount so as to sell the same through auction. This resolution of the Improvement Trust, Batala, was approved by the Government of Punjab on 20.05.2021. In pursuance thereof, an intimation was sent to the petitioner through registered post on 02.06.2021. Still, the petitioner did not take any steps to deposit the amount or file an appeal against the said order of resumption passed by the Improvement Trust, Batala, in pursuance of the resolution.

Because of the COVID-19 pandemic, the Punjab Government, in public interest, issued a one time policy dated 11.11.2021, relating to the allottees/buyers, who had not been able to pay the installments of the

properties of the Improvement Trust in time. The said policy dealt with the property, where the resumption orders have already been passed. It allowed the said allottees/buyers to pay the balance amount, interest, penal interest and deemed restoration charges by 31.12.2021 for regularization of their allotment. In pursuance of the said policy, the Executive Engineer, Improvement Trust, Batala, sent a letter dated 02.12.2021 (Annexure P-6) to the petitioner, intimating him about the decision of the Government and called upon him to deposit the amount due i.e. ₹52,39,805/- till 31.12.2021 in case he intended to take the benefit of the scheme, failing which the Improvement Trust would proceed in the matter.

Petitioner still did not move nor did he taken any action. He simply continued with the status in which he had been holding the shop for the last more than 20 years. Ultimately, the Chairman, Improvement Trust, Batala, proceeded to pass an order dated 07.06.2022 (Annexure P-1), directing the petitioner to remove the goods lying in the shop and hand over the vacant possession of the shop, which was allotted to him, to the Trust officials/employees peacefully on 13.06.2022 at 11.00 A.M. It is this order, which has been challenged by the petitioner by way of present writ petition.

Learned counsel for the petitioner contends that the petitioner had been running from pillar to post to deposit the balance sale consideration with the Improvement Trust, Batala after the issuance of impugned letter dated 07.06.2022 (Annexure P-1) but without any success. It is contended that the petitioner because of his poor financial condition could not deposit the balance sale consideration and the rent of the shop after 2010. The Improvement Trust, Batala, had been illegally, maliciously and in a biased manner acted against the petitioner as it had delayed the

permission to the petitioner to deposit the balance amount and had levied excess penal interest and penalty upon him. Assertion has also been made that the petitioner had been discriminated vis-a-vis the other allottees of the shops in the same locality, who had been charged much lesser amount than the petitioner. Counsel, therefore, prays that the petitioner be now allowed to deposit the amount due within some stipulated time.

We have considered the submissions made by counsel for the petitioner but do not find ourselves in a position to accept the prayer as has been made by him for the reason that despite various opportunities given by the Improvement Trust, Batala, at different stages since the allotment of the shop in his favour, he failed to deposit the amount due. The petitioner, on all occasions, had failed to take benefit of the said opportunities.

On the contrary, we are of the firm belief that the petitioner intentionally and deliberately did not deposit the amount as he had been dilly dallying the payment from the very inception. No steps have been taken by the petitioner to indicate his willingness to deposit the amount due towards him. The total amount deposited, as has been admitted by him is ₹68,837/- on 23.07.2010 as also another amount of ₹18,328/- on the same date vide receipts Annexures P-4 and P-3 respectively.

Apart from that, except for initial amount, no other amount has been deposited by him nor has any receipt been appended alongwith the writ petition. It would not be out of way to mention here that the total sale price of Shop No.64, measuring 261.82 Sq.Yards, which was allotted to the petitioner on 04.01.2001 cost ₹9,16,370/- at that time. Till date, nothing has been paid by him with regard to the principal sale consideration amount, what to talk of interest and penalty, which had fallen upon the petitioner as a

consequence of terms and conditions of the allotment letter. Even the rent has not been deposited by him and has been found to be in arrears vide communication dated 02.12.2021 (Annexure P-6). When he was given an opportunity in pursuance of the one time policy dated 11.11.2021 framed by Government of Punjab to deposit an amount of ₹52,39,805/- till 31.12.2021, the same was also not availed by him and did not deposit the amount. With this being the conduct of the petitioner, he has rendered himself unsuitable for any equitable relief to be exercised in his favour as no statutory provision has been brought to the notice of this Court entitling/persuading interference in this case, especially in the facts and circumstances as narrated above.

As regards the plea of counsel for the petitioner that the petitioner has been discriminated as he has been charged more than the amount being charged from the other allottees of the shops in the same vicinity, the said plea also cannot be accepted as there are no particulars or details mentioned/given in the pleadings, which would substantiate the said bald assertion as made by counsel for the petitioner.

In the light of the above, finding no merit in the present writ petition, the same stands dismissed.

(AUGUSTINE GEORGE MASIH)
JUDGE

July 06, 2022
khurmi

(SANDEEP MOUDGIL)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No