IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Civil Writ Petition No. 13408 of 2018 (O/M)
Date of Decision: 23.12.2022

Dr. Ram Jass Yadav ...Petitioner

Versus

State of Haryana and others ...Respondents

CORAM: HON'BLE MR. JUSTICE HARINDER SINGH SIDHU
HON'BLE MR. JUSTICE LALIT BATRA

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Present: - Mr.Suresh Kumar Yadav, Advocate
for the petitioner.

Mr.Aman Bahri, Addl.AG, Haryana.

Mr.Deepak Sabherwal, Advocate
for respondents No.2 and 3.

HARINDER SINGH SIDHU, J.

This petition has been filed for quashing the decision of the Chief Administrator, Haryana Urban Development Authority (HUDA) dated 01.08.2017 (Annexure 16A) whereby it has been decided to charge interest from the petitioner on the instalments as per earlier allotment letter and his prayer for a fresh schedule of payment was declined. The said decision has been conveyed to the petitioner vide letter dated 16.03.2018 (Annexure P-17).

The petitioner has also prayed for directions to the respondents to issue him a "No Dues Certificate" as he has already paid the entire price of the plot.

The Haryana Urban Development Authority (HUDA) floated a residential Urban Estate, Sector 3, Rewari in March 2000. It invited applications for allotment of `freehold residential plots' of different sizes.

Petitioner applied for allotment of a residential plot of 250 sq. yards (10 marla). Along with the application he submitted a Demand Draft of Rs. 55,000/- being 10% of the tentative cost of the plot which was Rs. 5,55,000/-. Petitioner was successful in the draw of lots and was assigned Plot No.776.

He found out that the piece of land demarcated as Plot No.776 was not a residential plot, but was an integral part of the City Sewerage Disposal Plant which existed much before the flotation of the scheme of Urban Estate, Sector 3 Rewari. He immediately addressed a communication dated 23.10.2000 to the Estate Officer, HUDA, Rewari and requested him to give him an alternative plot as the plot allotted to him formed a part of the City Sewerage System.

Despite being informed of this factual position, the respondents issued issued Allotment Letter dated 04.12.2000 of the same plot.

The petitioner prepared a demand draft of Rs. 82500/- dated 30.12.2000 in the name of Estate Officer, HUDA being 15% of the price of the plot (which was required as per Clause No. 5 of the Allotment Letter). He presented the same to the Estate Officer, with a letter that this deposit was subject to his right to receive an alternative plot. But the conditional deposit made by the petitioner was not accepted by the Estate Officer. Instead, vide order dated 08.05.2001 the allotment was cancelled on the ground of non-payment of 15% amount. The 10% amount earlier deposited with the application was ordered to be forfeited.

Against the forfeiture of 10% amount the petitioner approached the District Consumer Disputes Redressal Forum, Rewari, which allowed the complaint and directed the refund of the forfeited amount. The appeal of the respondents before the State Commission was dismissed. However the petitioner did not encash the cheque of Rs. 1,38,702/- dated 7.8.2013 which was issued by the HUDA towards refund.

Against the order of cancellation of the plot, the petitioner filed appeal before the Administrator, HUDA Gurgaon, which was dismissed on 01.08.2013. The revision petition filed by the petitioner met the same fate.

The petitioner thereafter filed CWP No.3086 of 2015 assailing the aforesaid orders. The writ petition was allowed. The impugned orders of resumption were set aside. The petitioner was held entitled to the allotment of an alternative plot as per policy dated 15.04.1998. It was directed that pricing of such plot would be as per terms and conditions contained in the Policy. It was further clarified that the benefit of the order would enure to the petitioner only upon deposit of 82,500/- i.e. 15% of the allotment price along with interest @ 10% per annum from the date such deposit had become due i.e. 04.01.2001.

In terms of the directions of this Court, the petitioner sent a letter dated 28.12.2015 along with a demand draft of Rs.2,06,500/- (Rs.82,500 being 15% of the allotment price and Rs.1,24,000/- was interest @ 10% per annum on that amount from 04.01.2001 upto 04.01.2016). He requested that the alternative plot as directed by the Court be given to him.

The respondents assailed the order of the High Court by filing SLP, which was dismissed on 26.08.2016. The Estate Officer, HUDA, Rewari, thereafter addressed a communication dated 27.09.2016 to the petitioner stating that residential plot No.1039 (10 Marla) in Sector-3, Rewari has been allotted to him in lieu of disputed plot No.776, Sector-3, Rewari. The relevant extract of this communication is as under:-

> *"Subject: ALLOTMENT OF ALTERNATE RESIDENTIAL PLOT IN LIEU OF DISPUTED PLOT NO.776, SECTOR-3, REWARI*
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> *As per direction given by Hon'ble Punjab and Haryana High Court Chandigarh in CWP No.3086 of 2015 and in the compliance of Chief Administrator, HUDA, Panchkula e-mail dated 06.09.2016, residential Plot No.1039 (Size 10-Marla) in Sector-3, Rewari has been allotted to you in lieu of disputed Plot No.776 in Sector-3, Rewari through mini draw of lots held on 26.09.2016 under the Chairmanship of Administrator, HUDA, Gurgaon.*
>
> *You are requested to mention Plot No.1039 in future correspondence with this office. Other term and conditions will remain the same as issued vide this office Memo No.10076 dated 04.12.2000. You may obtain possession of Plot No.1039 in Sector-3, Rewari by visiting in this office on any working day.*
>
> *Estate Officer, HUDA, Rewari"*

It is stated that the petitioner through written request dated 03.10.2016 to respondent No.3 – Estate Officer, HUDA, Rewari, asked for physical possession of the plot along with its demarcation and zoning plan and schedule of balance payment i.e. Rs. 4,12,500/- *(the price of the plot was Rs. 5,50,000/-. Petitioner had paid Rs. 55,000/- (10%) as earnest money. Rs. 82,500/- along with interest had been sent through communication dated 30.12.2000. The balance thus was Rs. 4,12,500/-*). Though the petitioner was given possession of the plot on 04.10.2016, however, the payment schedule of the balance payment was not given. When the petitioner tried to upload the construction plan for approval on 13.01.2017, the total outstanding against the petitioner was shown as Rs.12,28,498/-. Hence, the construction plan was not accepted at the website.

The petitioner submitted a representation dated 17.01.2017 requesting the respondents not to charge the interest. He submitted that the alternative allotment had been made in his favour on 23.09.2016. As per the terms and conditions of the original allotment letter the first instalment would become due on 23.09.2017 i.e. one year after the allotment. He had already deposited that instalment on 15.01.2017 and thus no interest was payable. The petitioner also cleared the remaining outstanding amount i.e. Rs. 1,60,000/- and Rs. 1,84,000/- on 09.03.2017. He requested the respondent to issue him a `No Dues Certificate'.

Thereafter, aforesaid decision that the petitioner would be charged interest as per the instalments given in the earlier allotment letter and no fresh schedule of payment would be issued was communicated to him.

In the reply filed on behalf of the respondents, it is stated that

Plot No. 776 Sector-3, Rewari was allotted to the petitioner on 4.12.2000 at a tentative price of Rs. 5,50,000/-. Clause (5) and (6) of the allotment letter prescribe as under:-

> "*5. In case you accept this allotment, please send your acceptance by registered post along with an amount of Rs. 82,500/- within 30 days from the date of issue of this allotment letter, which together with an amount of Rs.55,000/- paid by you along with your application form as an earnest money, will constitute 25% of the total tentative price.*
>
> *6. The balance amount i.e. Rs. 4,12,500/- of the above tentative price of the plot/ building can be paid in lump sum without interest within 60 days from the date of issue of this allotment letter or in 6 (six) annual instalments. The first instalment would be recoverable together with interest on the balance price @ 15% P.A. on the remaining amount."*

Further, Clause No.26 of the allotment letter specifies the interest that was payable for the delayed period of instalments.

> *"26. The interest for delayed period of installment due before/after offering the possession of plot shall be charged@ 18% p.a.. The due date of instalment means the last day on which the payment falls due."*

Reference has also been made to Regulation 5 (7A) of the HSVP (Disposal of Land and Buildings) Regulations, 1978, which provides as under:-

> *"...7A The payment of installment(s) on due date is mandatory. In case the payment of installment(s) is not made on due date, interest at the rate as may be decided by the Authority from time to time shall be chargeable on the delayed payment of installment (s) irrespective of the fact whether the possession has been offered or not.*"

The allotment of plot had been accepted subject to the terms and conditions stated in the allotment letter. As per the said terms and conditions, the petitioner was to make payment of instalments in time. He failed to make payment as per the terms and conditions of the allotment letter. If there was any encumbrance over the offered plot, then due to non-offer of possession only possession interest could have been withheld as per terms and conditions of the allotment letter.

Ld. Counsel for the petitioner has contended that on the plot originally allotted to him there existed a Sewerage Disposal Plant. Possession of that plot could not have been handed over to him. He was allotted the alternative plot on 04.10.2016. Therefore as per the original allotment letter the first installment would be payable within one year of the allotment i.e., before 03.10.2017. He had paid the first instalment much before that date on 15.01.2017 and thus no interest was payable. The petitioner also cleared the remaining outstanding amount i.e. Rs. 1,60,000/- and Rs. 1,84,000/- on 09.03.2017 much before they became due.

He argued that the Court while disposing of CWP No. 3086 of 2015 filed by the petitioner had directed the petitioner to pay interest @ 10% p.a on the amount of Rs. 82,000/- (15% of the bid amount) from the date it became due i.e., 4.1.2001 till payment. No direction was issued that the interest on installments in respect of the 75% amount was payable. The respondents cannot act contrary to the directions of this Court and charge interest on the installment as per the schedule in the original allotment letter. Even otherwise as the allotment was made only on

04.10.2016 the question of the installments being payable as per the original schedule does not arise. The installments become payable only after the allotment was actually made.

Mr. Sabharwal Ld. Counsel for the HSVP on the other had argued that the Court had held that petitioner was entitled to the alternative plot as per the policy dated 15.4.1998. It was directed that the pricing of the plot would be as per terms and conditions contained in the policy itself. He argued that the very fact that the Court had directed that interest be paid on the amount of Rs. 82,500/- from the date it had become due i.e., 4.1.2001 (this was the date when the amount became payable as per the original allotment letter) clearly indicated that the petitioner was liable to pay interest on the remaining instalments also as per the schedule in the original allotment letter.

Having heard Ld. Counsel for the parties we are of the view that there is merit in the contentions of Mr. Sabharwal.

As the direction for the allotment of the alternative plot has been issued in the petition filed by the petitioner, in the first place it is necessary to refer to the said decision.

The operative part of the judgment is as under:

> *"8. In view of the reasons recorded above, writ petition is allowed. Impugned orders are set aside. The petitioner is held entitled to the allotment of an alternate plot as per policy dated 15.4.1998 issued by Chief Administrator, HUDA. The pricing of such plot would be as per terms and conditions contained in the policy itself. It is made clear that the benefit of this order would enure to the petitioner only upon deposit of Rs. 82,500/- i.e. 15% of the allotment price towards the original plot allotted to him along with interest @ 10% per annum from the date such deposit had become due i.e. 4.1.2001."*

Three points clearly emerge from this:

(i) The petitioner was held to be entitled to the allotment of an alternative plot as per policy dated 15.4.1998 issued by Chief Administrator, HUDA.

(ii) It was directed that the pricing of such plot would be as per terms and conditions contained in the policy itself.

(iii) It was clarified that the benefit of the order would enure to the petitioner only upon deposit of Rs. 82,500/- i.e. 15% of the allotment price towards the original plot allotted to him along with interest @ 10% per annum from the date such deposit had become due i.e. 4.1.2001.

The issue, thus, has to be decided in terms of the policy dated 15.04.1998.

The relevant paragraph of the policy dated 15.04.1998 dealing with pricing is reproduced below:

> *"(iv) Regarding pricing of the alternative plots when the offer is made in the same sector the same original rate will be made applicable (as per the existing policy) and when the alternative allotment is offered in any other sector in the urban estate, the updated flotation rates of that sector or the rates at which disputed plots was allotted, whichever is higher should be charged from the allottee. In the cases where rates of allotment of alternative plots, works out to be higher than of original rates of allotment then interest shall be allowed on the earlier deposits made by the allottee as per existing HUDA policy. The other terms and conditions of the original allotment shall, however, remain the same."*

As per the aforesaid condition when the alternative plot is offered in the same sector original rate will be made applicable. It further specifies that the other terms and conditions of the original allotment letter shall remain the same.

Vide communication dated 27.09.2016 from the Estate Officer, HUDA, Rewari, the petitioner has been allotted residential Plot No. 1039 (Size 10-Marla) in Sector-3, Rewari, in lieu of disputed Plot No. 776 in Sector-3, Rewari. He was requested to mention Plot No.1039 in future correspondence with this office. The communication further stated that the other terms and conditions will remain the same as issued vide this office Memo No.10076 dated 04.12.2000.

The petitioner has been allotted the alternative plot in Sector 3, Rewari, which is the same sector where the original plot was allotted. The allotment has been made at the original price i.e., Rs. 5,50,000/-. This as per the provision of the policy extracted above. As per that provision the other terms and conditions of the original allotment letter shall remain the same. This clearly means that qua other terms and conditions the alternative allotment relates back to the original allotment. It necessarily means that the due date of the instalments have to be taken as per the original allotment letter. The communication dated 27.09.2016 conveying him the decision to allot the alternative plot also states that the other terms and conditions will remain the same as issued vide this office Memo No.10076 dated 04.12.2000. No fresh allotment letter in supersession of the earlier one has been issued to him.

As per Clause 6 of the allotment letter dated 04.12.2000 the balance amount i.e. Rs.4,12,500/- of the above tentative price of the plot/ building can be paid in lump sum without interest within 60 days from the date of issue of this allotment letter or in 6 (six) annual instalments. The first instalment would be recoverable together with interest on the balance price @ 15% P.A. on the remaining amount. The schedule of payment of the installments is fixed in this letter. Plainly the petitioner is liable to pay as per this schedule. The requirement to pay has no connection with the delivery of possession .

Moreover, the petitioner having availed of the benefit of the policy and the original allotment letter qua the aspect of the price cannot be heard to say that the other part of the policy and the allotment letter regarding the instalment schedule and the interest for delayed payment would not be binding on him.

In **CWP-11767- 2002** titled `Sandeep Malik Vs. Haryana Urban Development Authority and others' decided on 25.02.2016, a Division Bench considered similar clauses in the allotment letter. The clauses under consideration in that case were Clause 5 and 23. The clauses have been reproduced in the order which is as under:

> *"(2) The interpretation of the clauses of the letter of allotment calls for consideration. By the letter of allotment dated 01.01.1992, the respondents allotted a booth in favour of the petitioner on free hold basis. Clauses 5,6,23 and 24 of the allotment letter read thus:*
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> 5. *The balance amount i.e. Rs.2,63,625/- of the above price of the plot/building can be paid in lump sum without interest within 60 days from the date of issue of the allotment letter or in ten half yearly equal instalments. The first instalment will fall due after the expiry of one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price at 15% interest on the remaining amount. The interest shall, however accrue from the date of offer of possession.*
> 6. *The possession of the site will be offered to you on completion of the development works in the area. In the case of building, the possession shall*

however, be delivered within 90 days from the date of issue of this allotment letter.

23. 18% extra interest will be charged for the delayed period of instalment.

24. Half Yearly instalments of Rs. 26362/50 will fall due on 1.1.93 and_____ every as under:-

Sr.No.	*Due date*	*Principal*	*interest*	*Total*
1.	*1.1.93*	*26362.50*		
2.	*1.7.93*	*-do-*		
3.	*1.1.94*	*-do-*		
4.	*1.7.94*	*-do-*		
5.	*1.1.95*	*-do-*		
6.	*1.7.95*	*-do-*		
7.	*1.1.96*	*-do-*		
8.	*1.7.96*	*-do-*		
9.	*1.1.97*	*-do-*		
10.	*1.7.97*	*-do- “*		

(3) The period from which interest is payable under Clause 5 at 15% per annum and the period for which interest is payable under Clause 23 @ 18% per annum of the allotment letter is the question that arises in this case.

(4) Clause 5 is clear. It expressly provides that interest accrues only from the date of the offer of possession. There is, therefore, no question of interest under Clause 5, being payable on the instalments prior to the date of the offer of possession. Thus, after the offer of possession, interest on each instalment is payable @ 15 % per annum from the date of offer of possession, till the date of payment, even if the payment is made on the due dates stipulated in Clause 24. In other words, it cannot be contended that after the offer of possession, interest @ 15% per annum, under Clause 5 will not be payable, if the instalments are paid on the due date.

(5) This brings us to the interpretation of Clause 23. The interpretation of Clause 23 also requires a consideration of the words “extra interest” and the word “delayed”. In our view, the term “delayed” relates to the delay in payment of the instalments as stipulated in clause 24. The liability to pay interest provided in Clause 23, is not dependent upon the offer of possession. Clause 23 makes no reference to the offer of possession. This is in stark contrast to the express provisions contained in Clause 5 which makes the liability of payment of interest, stipulated therein, dependent upon the respondents' offering possession of the plot allotted. Thus, accordingly, the allottee i.e. the petitioner would be liable to pay interest @ 18% per annum for the delay in payment of instalments, the delayed period being computed from the date on which the instalments fall due, as per Clause 24.

(6) This, interpretation is firstly supported by the fact that even under Clause 24, the liability to pay the instalments is not dependent upon the offer of possession. If the intentions of the parties was otherwise, Clause 24 would have expressly provided that the instalments are payable on the date stipulated therein, provided the allottee is offered possession of the plot. There is no such stipulation. It is not open to us to add to, alter or otherwise amend the contractual terms between the parties. The liability to pay the instalments as per Clause 24 being unconditional, it follows that the interest payable under Clause 23 for the delayed period of instalment, is absolute and not dependent upon the respondents' first offering the possession.

(7) Secondly, this interpretation is also clear from the fact that under Clause 5, parties are entitled to make the payment in one lump sum or in instalments. Thus, if the parties make payment in one lump sum, they are deprived the use of their money till possession is offered. If the petitioner's interpretation is accepted, it would put the parties opting to pay the amount in instalments at a monetary advantage. Such an interpretation would entitle the parties who opt to pay in instalments at an enormous advantage, for, it would be open then for them not to pay any of the instalments till the possession is offered. This situation is obviously not contemplated by the parties and is contrary to the plain language of all the terms and conditions of the letter of allotment.

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10. In the circumstances, the petition is dismissed. It is held that interest under Clause 5 is payable from the date of the offer of possession till the payment, even if the payments are made on the due date, stipulated in Clause 24. It is also held that interest under Clause 23 @ 18% per annum is payable even before the respondents offer possession of the plot allotted. Moreover, the period of interest is to be computed from the date on which the instalments are payable as per Clause 24. However, the respondents shall be entitled to charge compound interest, as there is no provision in law or term in the allotment letter entitling them to do so."

Clause 23 in that allotment letter was similar to Clause 6 herein. It was held that the liability to pay interest under clause 23 was not dependent on the offer of possession unlike in clause 5 where the liability of payment of interest, was dependent upon the respondents' offering possession of the plot allotted.

Even otherwise as the petitioner has been allotted the alternative plot at the same price as the original plot, though he had paid only 10% of the price then, it is but fair that he be liable to pay interest on the delayed payments as he had the benefit of use of money for that period and also been benefitted by the escalation of the price of the plot. He cannot claim a double benefit of paying the price as per the original rate and yet not to pay interest on the delayed payments as per the schedule in the original allotment letter.

In **CWP-29409-2017 (Ishwar Singh vs. State of Haryana and others)** decided on 06.09.2018 the petitioner who was in the rank of Sub Major/Honorary Captain in Indian Army, applied for allotment of a plot by HUDA in the reserved category of Defence and Para-Military Forces Personnel. The petitioner was successful in draw of lots for allotment of Plot No.511, measuring 10 marlas Sector-18, Rewari. His allotment letter was, however, with-held on the ground that he being Honorary Captain was not eligible to apply for a plot measuring 10 marla. He could apply for a plot of smaller size.

The classification based upon Ranks for the purpose of eligibility to seek allotment of plots to the Defence Personnel was set aside by the Court.

Thereafter the respondent authority offered to make allotment of a plot at the current rate (of year 2017-18). However, as the petitioner therein was successful in draw of lots held in the year 2010 and the allotment was with-held on a ground which was found un-tenable he was directed to be allotted the plot at the same rate of the other allotees in 2010. But he was held liable to pay interest on the delayed payments.

> *"[4] The plea taken by the respondents in the written statement that they are willing to make allotment at the rate of year 2017-18 does not appear to be sound as the petitioner was successful in draw of lots held in the year 2010 and the allotment was with-held on a ground which was found un-tenable. The writ petition is, accordingly, allowed with a direction to the respondents to issue allotment letter to the petitioner at the same rate on which the other eligible ex-Army Personnel have been allotted in the same sector in the year 2010. The petitioner shall be liable to pay interest on the delayed payments. Needful be done within a period of three months from the date of receipt of a certified copy of this order."*

Similarly the petitioner having been allotted the alternative plot at the original rate is liable to pay interest on the delayed payments.

Accordingly there is no merit in this petition and the same is dismissed.

(HARINDER SINGH SIDHU)
JUDGE

(LALIT BATRA)
JUDGE

23.12.2022
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Whether Speaking / Reasoned	Yes
Whether Reportable	Yes / No

In **CWP-11767- 2002** titled `Sandeep Malik Vs. Haryana Urban Development Authority and others' decided on 25.02.2016 a Division Bench of this considered similar clauses the allotment letter. The clauses under consideration in that case were clause 5 and 23. The clauses have been reproduced in the order which is as under:

> *"(2) The interpretation of the clauses of the letter of allotment calls for consideration. By the letter of allotment dated 01.01.1992, the respondents allotted a booth in favour of the petitioner on free hold basis. Clauses 5,6,23 and 24 of the allotment letter read thus:*
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> *7. The balance amount i.e. Rs.2,63,625/- of the above price of the plot/building can be paid in lump sum without interest within 60 days from the date of issue of the allotment letter or in ten half yearly equal instalments. The first instalment will fall due after the expiry of one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price at 15% interest on the remaining amount. The interest shall, however accrue from the date of offer of possession.*
>
> *6. The possession of the site will be offered to you on completion of the development works in the area. In the case of building, the possession shall however, be delivered within 90 days from the date of issue of this allotment letter.*
>
> *23. 18% extra interest will be charged for the delayed period of instalment.*
>
> *24. Half Yearly instalments of Rs.26362/50 will fall due on 1.1.93 and _____ every as under:-*

Sr.No.	*Due date*	*Principal*	*interest*	*Total*
1.	*1.1.93*	*26362.50*		
2.	*1.7.93*	*-do-*		

3.	*1.1.94*	*-do-*
4.	*1.7.94*	*-do-*
5.	*1.1.95*	*-do-*
6.	*1.7.95*	*-do-*
7.	*1.1.96*	*-do-*
8.	*1.7.96*	*-do-*
9.	*1.1.97*	*-do-*
10.	*1.7.97*	*-do- "*

(3) The period from which interest is payable under Clause 5 at 15% per annum and the period for which interest is payable under Clause 23 @ 18% per annum of the allotment letter is the question that arises in this case.

(4) Clause 5 is clear. It expressly provides that interest accrues only from the date of the offer of possession. There is, therefore, no question of interest under Clause 5, being payable on the instalments prior to the date of the offer of possession. Thus, after the offer of possession, interest on each instalment is payable @ 15 % per annum from the date of offer of possession, till the date of payment, even if the payment is made on the due dates stipulated in Clause 24. In other words, it cannot be contended that after the offer of possession, interest @ 15% per annum, under Clause 5 will not be payable, if the instalments are paid on the due date.

(5) This brings us to the interpretation of Clause 23. The interpretation of Clause 23 also requires a consideration of the words "extra interest" and the word "delayed". In our view, the term "delayed" relates to the delay in payment of the instalments as stipulated in clause 24. The liability to pay interest provided in Clause 23, is not dependent upon the offer of possession. Clause 23 makes no reference to the offer of possession. This is in stark contrast to the express provisions contained in Clause 5 which makes the liability of payment of interest, stipulated therein, dependent upon the

respondents' offering possession of the plot allotted. Thus, accordingly, the allottee i.e. the petitioner would be liable to pay interest @ 18% per annum for the delay in payment of instalments, the delayed period being computed from the date on which the instalments fall due, as per Clause 24.

(6) This, interpretation is firstly supported by the fact that even under Clause 24, the liability to pay the instalments is not dependent upon the offer of possession. If the intentions of the parties was otherwise, Clause 24 would have expressly provided that the instalments are payable on the date stipulated therein, provided the allottee is offered possession of the plot. There is no such stipulation. It is not open to us to add to, alter or otherwise amend the contractual terms between the parties. The liability to pay the instalments as per Clause 24 being unconditional, it follows that the interest payable under Clause 23 for the delayed period of instalment, is absolute and not dependent upon the respondents' first offering the possession.

(7) Secondly, this interpretation is also clear from the fact that under Clause 5, parties are entitled to make the payment in one lump sum or in instalments. Thus, if the parties make payment in one lump sum, they are deprived the use of their money till possession is offered. If the petitioner's interpretation is accepted, it would put the parties opting to pay the amount in instalments at a monetary advantage. Such an interpretation would entitle the parties who opt to pay in instalments at an enormous advantage, for, it would be open then for them not to pay any of the instalments till the possession is offered. This situation is obviously not contemplated by the parties and is contrary to the plain language of all the terms and conditions of the letter of allotment.

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> *10. In the circumstances, the petition is dismissed. It is held that interest under Clause 5 is payable from the date of the offer of possession till the payment, even if the payments are made on the due date, stipulated in Clause 24. It is also held that interest under Clause 23 @ 18% per annum is payable even before the respondents offer possession of the plot allotted. Moreover, the period of interest is to be computed from the date on which the instalments are payable as per Clause 24. However, the respondents shall be entitled to charge compound interest, as there is no provision in law or term in the allotment letter entitling them to do so."*

Clause 23 in that allotment letter was similar to Clause 6 herein. It was held that the liability to pay interest under clause 23 was not dependent on the offer of possession unlike in clause 5 where the liability of payment of interest, was dependent upon the respondents' offering possession of the plot allotted.

Even otherwise as the petitioner is being allotted the alternative plot at the same price as the original plot, though he had paid only 10% of the price then, it is but fair that he be liable to pay interest on the delayed payments as he has had the benefit of the use of the money for that period and also been benefited by the escalation of the price of the plot. He cannot claim a double benefit both qua the price and yet not pay interest on the delayed payments as per the schedule in the original allotment letter.

In **CWP-29409-2017 (Ishwar Singh vs. State of Haryana and others)** decided on 06.09.2018 the petitioner who was in the rank of Sub Major/Honorary Captain in Indian Army, applied for allotment of a plot by HUDA in the reserved category of Defence and Para-Military Forces Personnel. The petitioner was successful in draw of lots for allotment of Plot No.511, Sector-18, Rewari measuring 10 marla. His allotment letter was, however, with-held on the ground that he being Honorary Captain was not eligible to apply for a plot measuring 10 marla. He could apply for a plot of smaller size.

The classification based upon Ranks for the purpose of eligibility to seek allotment of plots to the Defence Personnel was set aside by the Court.

Thereafter the respondent authority offered to make allotment of a plot at the current rate (of year 2017-18). However as the petitioner was successful in draw of lots held in the year 2010 and the allotment was with-held on a ground which was found un-tenable he was directed to be allotted the plot at the same rate of the other allotees in 2010. But he was held liable to pay interest on the delayed payments.

> *"[4] The plea taken by the respondents in the written statement that they are willing to make allotment at the rate of year 2017-18 does not appear to be sound as the petitioner was successful in draw of lots held in the year 2010 and the allotment was with-held on a ground which was found un-tenable. The writ petition is, accordingly, allowed with a direction to the respondents to issue allotment letter to the petitioner at the same rate on which the other eligible ex-Army Personnel have been allotted in the same sector in the year 2010. The petitioner shall be liable to pay interest on the delayed payments. Needful be done within a period of three months from the date of receipt of a certified copy of this order."*

The petitioner having been given the plot at the original rate is bound to pay interest on the delayed payments.

Accordingly there is no merit in this petition and the same is dismissed.

The petitioner who was in the rank of Sub Major/Honorary Captain in Indian Army, applied for allotment of a plot by HUDA in the reserved category of

Defence and Para-Military Forces Personnel. The plots were reserved in Sector 18 (Defence), Rewari. The petitioner was successful in draw of lots for allotment of Plot No.511, Sector-18, Rewari measuring 10 marla. His allotment letter was, however, with-held on the ground that he being Honorary Captain was not eligible to apply for a plot measuring 10 marla, namely, he could apply for a plot of smaller size measuring 8 marla or so.

[2] The classification based upon Ranks for the purpose of eligibility to seek allotment of plots to the Defence Personnel was set aside by this Court vide judgment dated 10.10.2012 passed in CWP-13630-2012 (Chander Bhan Sharma vs Haryana Urban Development Authroity and others). The judgment has attained finality as Special Leave Petition against it was dismissed on 12.07.2016. The said judgment has been subsequently followed including in an identical matter in CWP-5736-2013 decided on March 08, 2017 (Krishan Kumar and another vs Haryana Urban Development Authority and others).

[3] In this view of the matter, claim of the petitioner for issuance of allotment letter for Plot No.511, Sector 18 (Defence), Rewari measuring 10 marla is squarely covered by the above-cited decisions.

[4] The plea taken by the respondents in the written statement that they are willing to make allotment at the rate of year 2017-18 does not appear to be sound as the petitioner was successful in draw of lots held in the year 2010 and the allotment was with-held on a ground which was found un-tenable. The writ petition is, accordingly, allowed with a direction to the respondents to issue allotment letter to the petitioner at the same rate on which the other eligible ex-Army Personnel have been allotted in the same sector in the year 2010. The petitioner shall be liable to pay interest on the

delayed payments. Needful be done within a period of three months from the date of receipt of a certified copy of this order."