

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

(202+251)

CWP-9793-1989 (O&M)

Sri Kishan & others

Versus

.....Petitioner(s)

Haryana Housing Board & others

.....Respondent(s)

(2)

CWP-2989-1991 (O&M)

Ramesh Chander & others

Versus

.....Petitioner(s)

Haryana Housing Board & others

.....Respondent(s)

Decided on : 18.08.2023

**CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA
HON'BLE MS.JUSTICE HARPREET KAUR JEEWAN**

Present: Mr.Mohit Sharma, Advocate, for
Mr.Sapan Dhir, Advocate for petitioner (s) in CWP-9793-1989.

None for the petitioners in CWP-2989-1991.

Mr.Deepak Sabherwal, Advocate, for the respondent-Board.

G.S. Sandhawalia, J. (Oral)

Challenge in the present writ petitions is to the order dated 20.07.1989 (Annexure P-8 to 104) whereby notices were issued for payment of enhanced land compensation against various houses allotted for LIG in H.B.Colony Mandi Adampur.

2. While issuing notice of motion on 01.10.1989, recovery of enhanced amount was stayed in pursuance of the impugned notices. The matters were ordered to be heard along with RFA-221-1989 on 10.01.1990 and the stay was vacated. The two appeals bearing RFA-216 & 221-1989

were decided on 19.01.2005 which had been filed by the land-owner/claimants seeking enhancement of the compensation and the cross appeal of the State. The market value of the land was assessed @ Rs.424/- per sq.yards and therefore, enhancement was accordingly granted since Rs.400 per sq.yards had already been granted vide award dated 10.11.1988 by the learned Addl.District Judge, Hisar.

3. CWP-9793-1989 which had been tagged since they were pertaining to the claim of the demand due to the enhanced land compensation was dismissed in default as none had put in appearance at that point of time. Since on an earlier occasion, the writ petition had been restored on 17.07.2006, on 09.03.2011, writ petition was dismissed again in the absence of the counsel for the petitioner by holding as under:

“1. There is no representation for the petitioners. The counsel for the respondents-Housing Board is present.

2. The case arises out of an allotment of several houses b the Housing Board at Adampur. By the impugned notices issued by the second respondent, additional price had been demanded for the increase in price of land on account of the additional price which the Housing Board had to pay in the claim for enhancement of compensation by the original owners. The impugned notices came to be issued as resultant to decrees passed by the Civil Courts redetermining the compensation to the original owners. Clause 2(w) of the Haryana Housing Board Act provides for a right to the Board to secure the additional amounts which were required to be paid by the Board to the original owners. The action of the respondents conforms to law and it is in exercise of the authority under the aforesaid Act. A challenge to the proceedings cannot survive favourable consideration and the writ petition is dismissed.”

4. CM-10933-2011 came to the filed for recalling the order and it was restored on 14.11.2011 while noting the contention of counsel for the petitioner, as under:

“The petitioner’s grievance is that the allotment had been made to persons who were economically backward drawing less than Rs.600/- per month and the additional price now sought after land acquisition proceedings were completed and when compensations had been awarded making an escalation over the amounts already awarded by the Collector’s award is so phenomenal that the cannot pay.

The petitioner has a grievance that Housing Board has ear marked commercial property in the same scheme and they reaped higher returns from such allottees. The Housing Board shall give the details of the amounts realized by the sale of commercial plots and also give a calculation justifying the additional amount now demanded from the petitioners.

The respondent shall file the necessary documents with an affidavit by a responsible officer.

Adjourned to 4.12.2011.”

5. In pursuance of the said order, counsel for the Housing Board filed the reply alleging that 97 LIG houses were constructed over the piece of land of 6067 sq.yards out of the chunk of total area of the land 21325 sq.yards in the year 1984-85. The houses were allotted on Hire Purchase Tenancy Agreement and the single storey houses were allotted to the petitioner at the cost of Rs.26,900-30,600. The repayment schedule of the instalments was of 13 years and the rate of instalment was Rs.290-360 per month. Thus, it was averred that the Board had to recover a sum of Rs.7,79,61,762/- as enhanced land compensation awarded by the Courts of law along with enclosed interest as given in the affidavit filed by the Board. The acquisition was of 35 acres of land and it was averred that the allottees had stopped making payments towards instalments as well as towards enhanced land compensation and the

balance amount of ELC on the remaining land of 15258 sq.yards had been borne by the Housing Board, Haryana. The Board was also burdened of enhanced land compensation of road, park, community centre etc and the same had not been charged from the allottees of the houses. The enhanced land compensation was recovered by the Board from the successful bidder of the shop/SCF at the time of auction and thus the allottees were liable to pay a sum of Rs.2,05,84,299/- of the four enhancements of land compensation. The amount had swelled on account of interest element and it was in such circumstances the justification was given.

6. The letter of allotment would go on to show that the allottee would be bound by the Haryana Housing Board Act, Rules & Regulations, as per clause No.1. As per clause 9, the price of the land could be revised and final price was to be determined and the hirer shall be liable to pay the dues. The caveat was that there could be no change in the price for the 7 years of the date of allotment. Clause 9 reads as under:

“9. If after the receipt of the final bills for the construction of tenements or as the result of land award or arbitration proceedings etc. the Board considers it necessary to revise the price, already specified, it may do so and determine the final price payable by the hirer who shall be bound by this determination and shall pay dues, if any between the final price determined and price paid by him including the price paid in lump-sum, provided that no change in the price shall be made after 7 years from the date of allotment.”

7. As noticed, the allotment is of 25.04.1985 and the enhanced amount were demanded in 1989 and 09.01.1991 within the 7 years period. The enhancement has been done by this Court and duly explained. In such circumstances, we are of the considered opinion since the stay had been vacated long back and for the reasons given also by the learned Single Judge

on an earlier occasion that the petitioners are bound by the Haryana Housing Board Act, Rules & Regulations and the additional reasons given by us, no irregularity or illegality is found in the asking of the enhanced cost. In such circumstances, we do not find any ground to interfere in the same.

8. Resultantly, in view of the above discussion, the present writ petitions stand dismissed.

(G.S. SANDHAWALIA)
JUDGE

(HARPREET KAUR JEEWAN)
JUDGE

18.08.2023
Sailesh

Whether speaking/reasoned :	Yes	
Whether Reportable :		No