

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

CWP-7247-2023

Date of Decision:12.04.2023

M/s Balaji International Agro Industries

. . . . Petitioner

Vs.

Haryana State Industrial and Infrastructure Development Corp. Ltd. and
another

. . . . Respondents

**CORAM: HON'BLE MR JUSTICE M.S. RAMACHANDRA RAO
HON'BLE MRS JUSTICE SUKHVINDER KAUR**

Present: - Mr.B.S. Mittal, Advocate, for the petitioner.

M.S. RAMACHANDRA RAO, J. (ORAL)

In this Writ petition, petitioner has sought quashing of a notice dt.16.08.2022 (P5) issued by respondent No.1, and also a letter dt.30.08.2022 (P7) passed by respondent No.2 by which the respondents are demanding from the petitioner payment of enhanced costs in respect of a plot/shed allotted to the petitioner's predecessor.

Notice of motion.

Mr.Ankur Mittal, Advocate and Ms.Kushaldeep Kaur,
Advocate, accepts notice on behalf of the respondents.

Admittedly, the petitioner has purchased the said plot under a registered sale deed dt.15.07.2016 (P2) from its vendor M/s Gupta Industries. The petitioner's vendor had been made an allotment of industrial plot by the respondents through an allotment letter on 29.08.2012 and thereafter a conveyance deed had been executed in their favour on 13.06.2016.

In the said conveyance deed there is a specific clause empowering the respondents to demand from the petitioner's vendor additional price of the plot if there is any enhancement in compensation in future by Courts. The said Clause is as under: -

"1. That the allotment of the plot having been made by the Transferor before coming into force of EMP-2015, any additional price of the aforesaid plot/shed, as a consequence of enhancement in compensation that has been/may be awarded by the Court(s), in any matters/cases arising out of the acquisition proceedings or any incidental or connected matter thereto shall be payable by the transferee, in lump sum, within 60 days from the date of issuance of demand notice without any interest or in six half yearly equal installments payable on 30th June & 31st December of each year, alongwith interest @ 125 p.a., on the balance outstanding. Default in payment of installments shall entail payment of penal interest @ 3% p.a. over and above the normal interest rate of 125 p.a. for the defaulted period on the month in default, compounded half yearly. In the event of non-payment of such enhanced compensation as per schedule, the aforesaid plot/shed shall be liable to be resumed."

Just below the said clause there is another clause which refers to allotment of plot being made by the respondents after coming into force of Estate Management Procedures (EMP)-2015, which has come into effect from 16.10.2015. It states that *"no enhancement in price on account of acquisition of land will be charged by the Transferor from the transferee"*.

The petitioner places reliance on this clause to contend that the impugned demand notice issued to him is illegal since the re-allotment in the petitioner's favour was on 08.08.2016 after the petitioner obtained a conveyance deed from M/s Gupta Industries on 15.07.2016.

Counsel for the respondents has brought to our notice the fact that the initial allotment of the said plot was in the name of one Naresh Gupta, who was the Director in M/s Gupta Industries, that it was resumed on

19.01.2009 and again realotted on 29.08.2012 to the same individual by the respondents.

According to the respondents, at the time of transfer of the plot in favour of the petitioner, the petitioner also executed an affidavit on 29.06.2016 assuring that the petitioner would pay any amount of enhancement of compensation in future on demand by the respondents. In fact there is a specific recital in the sale deed executed on 15.07.2016 in favour of the petitioner that the petitioner would bear any additional enhancement demand made by the respondents in future.

Having regard to the fact that the petitioner himself has undertaken to pay the additional enhancement at the time of re-allotment of the plot to him, it is not open to the petitioner to now contend that the impugned notices are not valid and that the petitioner is not liable to pay the said enhancement as demanded by the respondents.

Therefore, we do not find any merit in the Writ Petition. It is accordingly dismissed. No costs.

(M.S. RAMACHANDRA RAO)
JUDGE

(SUKHVINDER KAUR)
JUDGE

12.04.2023

Vivek

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| 1. Whether speaking/reasoned? | Yes/No |
| 2. Whether reportable? | Yes/No |