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

**CWP-9192-2023 (O&M)
Date of Decision: 01.05.2023**

KRISHAN KUMAR

.. Petitioner

Vs.

CHANDIGARH HOUSING BOARD AND ORS

..Respondents

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Amit Kaith, Advocate for the petitioner.

Mr. Gagandeep Singh Wasu, Sr. Standing Counsel and
Ms. Deeplai Puri, Advocate
for respondent-CHB.

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Manoj Bajaj, J.

Petitioner has filed this writ petition under Article 226 Constitution of India seeking a writ of Certiorari to challenge the letters dated 25.07.2018 and 17.07.2019 (Annexures P-4 and P-5 respectively) sent by respondents No.1 and 2, as well as the order dated 28.02.2023 (Annexure P-8) passed by respondent No.3, whereby his request for execution of conveyance deed in respect of House No.2603, Sector 40-C, Chandigarh stands rejected.

Learned counsel submits that the subject property bearing House No.2603, Sector 40-C, Chandigarh was allotted by the Chandigarh Housing Board to Sh. Harbans Lal Malik through allotment letter No.4805 dated 18.09.1980, who during his life time, applied for conversion of the said property from lease hold to free hold property and his request was accepted by respondents No.1 and 2 by issuing a conversion letter dated 02.02.1999 in his favour. He submits that before the conveyance deed could

be executed, the original allottee died on 31.05.2000 and thereafter, the house was transferred in the name of his widow, namely, Pushpawanti Malik on 28.02.2001. Later, Pushpawanti Malik transferred the property in favour of the petitioner by executing a registered general power of attorney, an agreement to sell and a registered Will and since then, the petitioner is the owner in possession of the said property.

Learned counsel submits that on 27.07.2006, the petitioner applied for transfer of the house in his favour and the same was accepted by respondent-Chandigarh Housing Board by issuing letter dated 17.10.2006 (Annexure P-2). Thereafter, the petitioner applied for issuance of conveyance deed in his favour on 28.11.2011 and also submitted three sets of conveyance deed on 07.06.2012 (Annexure P-3), but the conveyance deed is yet to be executed in his favour. He submits that action of the respondents No.1 and 2 in not issuing the conveyance deed in favour of the petitioner is bad. He has drawn the attention of the Court to the communication (Annexure P-4 and P-5) by respondents No.1 and 2 and submitted that the petitioner raised his grievance before the Permanent Lok Adalat, (Public Utility Services), Union Territory, Chandigarh-respondent No.3, but his claim has been dismissed through impugned decision dated 28.02.2023 (Annexure P-8), therefore, the petitioner seeks indulgence of this Court for setting aside these orders.

During the course of hearing, it was not disputed by learned counsel that after demise of Harbans Lal Malik, the original allottee, the property in the name of his widow was transferred as a lease hold property and with the same status, it was purchased by the petitioner.

At this stage, learned counsel for respondent-CHB, who appeared on advance notice has submitted that indeed the property stands transferred in the name of the petitioner, but for lack of fulfilling the necessary formalities by the petitioner, the conveyance deed was not executed and in case, the petitioner fulfills the requisite conditions required for execution of conveyance deed, the same shall be processed.

At this stage, Mr. Kaith, learned counsel for the petitioner states that the erroneous observations made by the Permanent Lok Adalat (Public Utility Services), Union Territory, Chandigarh-respondent No.3 on 28.02.2023 would stand in his way.

After hearing the learned counsel and considering the fact that the property in question already stands transferred in the name of the petitioner vide letter dated 17.10.2006, and further communication Annexures P-4 and P-5 have already asked the petitioner to fulfil the requirement, therefore, in this background, this Court is not inclined to exercise the extra ordinary writ jurisdiction, as the petitioner can approach the respondents for execution of the conveyance deed.

Resultantly, the petition is dismissed.

01.05.2023
Jasmine Kaur

(MANOJ BAJAJ)
JUDGE

Whether speaking/reasoned	Yes	No
Whether reportable	Yes	No