

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

106

Civil Writ Petition No.13832 of 2021 (O&M)
Date of Decision: February 7th, 2023

Bhim Singh

...Petitioner

Versus

State of Haryana and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH
HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Onkar Rai, Advocate
for the petitioner.

Mr. Deepak Bhardwaj, Deputy Advocate General, Haryana.

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

AUGUSTINE GEORGE MASIH, J. (ORAL)

Petitioner has approached this Court praying for a writ of mandamus directing the respondents to refund the entire amount of ₹19,19,700/- with interest at the rate of 12% per annum from the date of payment till realization as there has been forfeiture of ₹11,38,163/- out of the total amount and a refund of ₹7,81,537/- has been made to the petitioner on surrender of the plot which was allotted to him.

2. Learned counsel for the petitioner has referred to the allotment letter dated 26.08.2016, especially condition No.7 thereof, wherein it is mentioned that the possession of the plot will be offered within a period of three years from the date of allotment after completion of development works in the area. In case the possession of the plot is not offered within the prescribed period of three years from the date of allotment, HUDA (now HSVP) will pay interest at the rate of 9% or as may be fixed by the authority from time to time on the amount deposited by the allottee after the expiry of three years. Counsel on this basis contends that although the

surrender has been made by the petitioner of the plot vide application dated

24.09.2020 (Annexure P-6) to the Estate Officer, Sector 12, Faridabad, but since it is beyond the period of three years, petitioner is entitled to the refund of the complete amount along with interest at the rate of 9% per annum according to the terms of allotment.

3. When confronted by this Court to the application dated 24.09.2020 (Annexure P-6) referred to above, where it has been mentioned that the petitioner, because of the pandemic of COVID-19 had not been able to pay the instalments and, therefore, was surrendering the plot in question, which was allotted, he contends that there is no development work carried out by the respondents in the area and, therefore, he would be entitled to the benefit of total refund along with interest. In the pleadings in the writ petition, such an aspect has been mentioned but the reply, which has been filed by the respondents, denies the said aspect and rather it is stated that the development work has been carried out. There is no replication to the written statement, which has been filed by the respondents and, therefore, the factual assertions as have been made by the respondents have to be accepted. The deduction as has been made by the respondents while refunding the remaining amount is as per the terms and conditions of the allotment and, therefore, the petitioner cannot claim the refund of the total amount, especially when it was never the plea before the authorities that the refund of the amount be granted to him because of non-completion of the development work.

4. Counsel for the petitioner has placed reliance upon the judgments of this Court in *R.K. Goel Versus Haryana Urban Development Authority 1997 (2) R.C.R. (Civil) 251*, *Ram Piari Versus Versus Haryana Urban Development Authority 1998 (4) R.C.R. (Civil) 82*, *V.P. Prasher*

Versus Haryana Urban Development Authority and another 2004 (1)

R.C.R. (Civil) 433, Baij Nath Garg Versus Chief Administrator 1995 (2)

R.R.R. 27 and Haryana Urban Development Authority and another Versus Shashi Bansal and others 2000 (3) R.C.R. (Civil) 617.

5. Perusal of these judgments would indicate that in all these cases the factum of non-development of the area, where allotments have been made, had been taken note of and a conclusion drawn that there is indeed no such development. These judgments, therefore, would not be of any help to the petitioner as it is neither a case of the petitioner for refund of the amount which was deposited by him because of non-completion of the development work and for not giving possession of the plot, rather it is the incapability and inability to deposit the instalments of the plot in question because of Covid-19. The judgments, therefore, relied upon by the petitioner are not, in any manner, helpful to the petitioner. On facts, the case is distinguishable. The refund having been made as per the terms and conditions of the allotment letter cannot be faulted with.

6. Finding no merit in the present writ petition, the same stands dismissed.

7. In the light of the dismissal of the writ petition, CM No.20669-CWP of 2022 stands disposed of as infructuous.

**(AUGUSTINE GEORGE MASIH)
JUDGE**

February 7th, 2023
Puneet

**(VIKRAM AGGARWAL)
JUDGE**

Whether speaking/reasoned: Yes

Whether Reportable: No