

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(129)

CWP-11093-2023
Decided on :29.05.2023

JSPL Estates Private Limited

.....Petitioner(s)

Versus

State of Haryana and others

.....Respondent(s)

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

Present: Mr. Ankur Lal, Advocate for the petitioner (s).

Mr. Deepak Sabharwal, Advocate for the respondent-HSVP.

G.S. Sandhawalia, J. (Oral)

In the present writ petition filed under Article 226/227 of the Constitution of India the petitioner challenges the order dated 23.02.2023 (Annexure P-4) wherein the Government has taken a decision to keep all fresh Stilt+4 building plan approvals of residential plots in abeyance including the applications received /pending.

2. A perusal of the said order passed by the Director General, Town & Country Planning, Haryana would go on to show that no new building plans would be sanctioned till further orders and approvals will be kept in abeyance for all stilt+4 building plans. The said decision is to apply all departments across the State considering the Town & Country Planning, Haryana State Industrial & Infrastructure Development Corporation (HSIIDC), Urban Local Bodies (ULB) and Haryana Shehri Vikas Pradhikaran (HSVP).

3. Resultantly, the prayer has been made for seeking directions not to insist upon the petitioner for payments in respect of Plot No.3 measuring 127.5 square meters and Plot No.4 measuring 107.76 square meters located in

Sector 26-A, Gurugram, which were offered for allotment on 31.03.2023 (Annexure P-5) and 14.04.2023 (Annexure P-6), respectively. An alternative prayer has been made to refund the bid price of the aforementioned plots alongwith interest, on account of the proposed revised construction permissibility, as it would not be financially viable.

4. A perusal of the letter of intents (LOI) (Annexures P-5 & P-6) would go on to show that the petitioner was offered the allotment on a free-hold basis on the completion of the following terms that he was to deposit a sum of ₹3,33,91,400/- for plot No.3 and a sum of ₹2,70,09,500/- was payable for plot No.4. As per the averments made in paragraph no.7 of the petition, 15% of the bid amount was to be paid within 15 days from the date of dispatch of Letter of Intent and there is also averment that the said period has ended qua plot No.3 on 30.04.2023, however, as per the policy regarding condonation of delay of additional 30 days, period is available for making the payment alongwith 15% penal interest till 31.05.2023. Thus, 15% of the amount i.e. ₹50,08,710/- qua the first plot is yet to be deposited. Clause 3 of the letter of intent (Annexure P-5) reads as under:-

“3. Thereafter, remaining 75% amount i.e. Rs.2,50,43,550/- (Rs. Two Crores Fifty Lakhs Forty-Three Thousand Five Hundred Fifty Rupees Only) of the bid amount of the above said plot/building/site shall be paid in lump-sum without interest within a period of 120 days from the date of dispatch of this Letter of Intent, failing which the LOI shall stand withdrawn without any further notice in this behalf and the 25% amount deposited shall stand forfeited to the HSVP against which successful bidder shall have no claim for allotment of site/plot/building or damages or interest.”

5. It is, thus, apparent that the petitioner has not become owner of the property unless the full amount is paid and the regular letter of allotment would only be issued after 100% payment of the bid amount, since the property was bidden for apparently on the deposit of 10% of the amount deposited at the initial instance.

6. Similarly for plot No.4 as per the LOI dated 14.04.2023 (Annexure P-6) costing aspect is ₹2,70,09,500/- and a sum of ₹27,00,95/- was deposited towards 10% of the bid amount. The balance 15% of the bid amount i.e. ₹40,51,425/- is yet to be deposited and the period of 30 days has expired on 15.05.2023. The 25% payment is yet to be made qua the petitioners with the respondents in terms of the letter of allotment and as per Clause 3 also if the balance amount 75% is not paid within the prescribed period, same would entail to withdrawal of the LOI and the 25% amount is to be forfeited. As per Clause 5 of the LOI, the regular letter of allotment is only to be issued after 100% of the bid amount is paid.

7. It is, thus, apparent that the petitioner has not deposited the 25% amount and, therefore, his claim to challenge the said clause does not seem to be justified and he has apparently no *locus standi* to file the present writ petition in the absence of any allotment letter.

8. Faced with this situation counsel for the petitioner does not press the present writ petition.

9. Dismissed as not pressed.

(G.S. SANDHAWALIA)
JUDGE

(HARPREET KAUR JEEWAN)
JUDGE

29.05.2023
Naveen

Whether speaking/reasoned :	✓Yes	No
Whether Reportable :	Yes	✓No