

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Sr. No.106 (08 connected cases)

1. **CWP-16857-2021 (O&M)**
Date of Decision:- 03.10.2023

Rajender Singh Yadav Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

2. **CWP-16858-2021 (O&M)**

Desh Raj Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

3. **CWP-16867-2021 (O&M)**

Duli Chand Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

4. **CWP-16871-2021 (O&M)**

Sarti Devi Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

5. **CWP-16901-2021 (O&M)**

Ram Saran Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

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6. CWP-16903-2021 (O&M)

Krishan Kumar Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

7. CWP-18010-2021 (O&M)

Jhabbu Ram Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

8. CWP-17006-2021 (O&M)

Het Ram Petitioner

VERSUS

Haryana Urban Development Authority and others Respondents

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

Present: None for the petitioner in CWP-16857-2021.

Mr. S.K. Yadav, Advocate, for the petitioner
in CWP-16858, 16867, 16871, 16901, 16903 & 17006-2021.Mr. Mahesh Kumar, Advocate, for the petitioner
in CWP-18010-2021.Ms. Vasundhra Asija, Advocate for
Mr. P.S. Chauhan, Advocate, for respondents-HSVP.

HARPREET KAUR JEEWAN, J.

1. All the aforesaid civil writ petitions require determination of a common question of law as such, these are being disposed of by this common judgment/order.

The Civil Writ Petition No.16857-2021, Rajender Singh Yadav Vs. Haryana Urban Development Authority, Haryana and others has been filed for quashing of the order dated 07.07.2021 (Annexure P-12) passed by the Estate Officer, Haryana Urban Development Authority, now Haryana Shahari Vikas Pradhikaran, District Rewari-respondent No.3 (for short 'HUDA') and the account statement/letter dated 02.07.2021 (Annexure P-13) issued by respondent No.1-HUDA wherein interest @ 11% has been asked for. Prayer has also been made for issuance of a direction to the respondents to claim the price of the allotted plot No.462, Sector-18 (Defence), HUDA, Rewari at the rate of Rs.7502/- per sq. meter and not to recover any amount over and above the said rate.

2. For the sake of convenience, Civil Writ Petition No.16857 of 2021 is taken as lead case. It is contended by the petitioner that he has retired as Honorary Second Lieutenant (SLT) from the Indian Navy and he is an ex-serviceman. The applications were invited by the respondents in February-March 2010 for allotment of residential plots situated in Sector-18 (Defence), HUDA Rewari, exclusively to Defence & Para Military Forces Personnel.

2.1 The petitioner submitted his application for allotment of 10 marlas plot and deposited earnest money of Rs.1,65,000/- on 13.03.2010. The draw of plots was held in 2010 in which the petitioner was declared successful and plot bearing No.462, Sector-18 (Defence) HUDA, Rewari was allotted to him. The respondent No.3 verbally refused to issue

allotment letter to the petitioner on the ground that he is Junior Commissioned Officer (JCO) and not a Commissioned Officer as such, hence he is not entitled for 10 marlas plot. However, he is only eligible for 8 marlas plot or a plot of smaller size. Chander Bhan Sharma-respondent No.4 who was also affected by such refusal of allotment though declared successful for allotment of a plot in the same sector filed Civil Writ Petition No.13630 of 2012 and the said writ petition was allowed vide order dated 10.10.2012 (Annexure P-2) and a direction was issued to the respondents to issue an allotment letter to said Chander Bhan Sharma. Chander Bhan Sharma was issued allotment letter on 09.04.2017 (Annexure P-4) at the rate of Rs.7502/- per sq. meter. The said allotment letter was issued after dismissal of SLP (Civil) Nos.4785-4786 of 2013 which was filed by the respondents against the order dated 10.10.2012 (Annexure P-2).

2.2 The challenge of denial of issuance of allotment letter was made by the petitioner by way of filing Civil Writ Petition No.9814 of 2017, Rajender Singh Vs. Haryana Urban Development Authority and others and the said petition was disposed of vide order dated 08.05.2017 (Annexure P-3) whereby direction was issued to the respondents-authorities to verify the claim of the petitioner and to re-determine his eligibility in the light of the decision in Chander Bhan Sharma's case (supra). Thereafter, the petitioner was issued the allotment letter dated 14.10.2018 (Annexure P-5) at the rate of Rs.21,000/- per sq. meter and not at the rate of Rs.7502/- per sq. meter.

2.3 The petitioner challenged the said action of the respondents by way of filing Civil Writ Petition No.28148 of 2018 which was disposed of vide letter dated 01.11.2018 (Annexure P-8) where the petitioner prayed for permission to withdraw the petition as the prayer was defective. However, it was observed that since the issue involved was only the rate on which the plots were allotted to some other defence personnel in the year 2012, as such, the said writ petition was disposed of with a direction to the respondents to consider the prayer of the petitioner, in case, he submits a representation within a period of three weeks. In the meantime, the petitioner was also directed to deposit the amount without prejudice to his right.

2.4 The petitioner submitted representation dated 19.11.2018 (Annexure P-9) and deposited 15% amount as per allotment letter to make good 25% payment of the total tentative price.

2.5 The respondent No.3 rejected the said representation submitted by the petitioner vide order dated 28.12.2018 (Annexure P-10) on the ground that price has been fixed at the rate prevalent at the time of allotment which was made during the year 2017-2018. The authorities also relied upon the decision of a Coordinate Bench of this Court in LPA-2096-2011, **Haryana Urban Development Authority and others Vs. Sandeep and others**, justifying the allotment at the price prevailing at the time of the allotment.

2.6 The petitioner again challenged the order of rejection of his representation by way of filing Civil Writ Petition No.7650 of 2019 which

was disposed of vide order dated 31.01.2020 (Annexure P-11) in terms of decision in another Civil Writ Petition No.7515 of 2019, **Krishan Kumar Vs. Haryana Urban Development Authority and others.** The Civil Writ Petition No.7515 of 2019 was disposed of on the basis of submissions made by the counsel for respondent-HSVP that the entire matter is being reconsidered and is pending before the Chief Administrator, HUDA, as such, and fresh orders are likely to be passed after considering all the aspects including the plea raised by the petitioner in these petitions.

2.7 In terms of order dated 31.01.2020 (Annexure P-11), the Estate Officer, HSVP, Rewari-respondent No.3 intimated the petitioner vide communication/order dated 07.07.2021 (Annexure P-12) that advertisement rate+11% interest has been charged as allotment price and Rs.9,99,117/- is outstanding amount as on 02.07.2021 and the same was demanded as per schedule of the installments. The detailed account statement dated 02.07.2021 (Annexure P-13) for the said payment was also issued. Hence, the present writ petition was filed raising a challenge to the said communication/order dated 07.07.2021 (Annexure P-12) and account statement dated 02.07.2021 (Annexure P-13)

3. During the pendency of the present writ petition, the respondents issued fresh comprehensive instructions dated 01.09.2021 (Annexure R-3), considering the fact that the rate of allotment was challenged by various allottees in various cases. It was decided that instead of current rate, the plots under the defence quota in similarly

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situated cases be allotted on the advertised rate and interest may be charged for the intervening period as per judgment passed in Rajiv Manchanda and others Vs. Haryana Urban Development Authority and another 2018 (4) RCR (Civil) 508 at the rate of 11% per annum.

3.1 The Coordinate Bench vide order dated 28.09.2021 (Annexure R-1) while disposing of Civil Writ Petition No. 7342 of 2018, **Satyawan Vs. HUDA and others** directed the Chief Administrator, HUDA to determine the allotment price keeping in view the Full Bench decision of this Court in Civil Writ Petition No.22252 of 2016 (**Rajiv Manchanda's case**) (**supra**) decided on 22.11.2017.

4. Respondents No.1 to 3 filed a joint written statement submitting that while considering the various decisions regarding the controversy of rate of allotment of the plots under the defence quota, the Chief Administrator, HSVP, Panchkula had issued consolidated instructions dated 01.09.2021 whereby, it had been decided to charge the price not on the basis of the current rate, but to charge the advertized rate and interest at the rate of 11% per annum in terms of the judgment in **Rajiv Manchanda's case (supra)** by the Hon'ble Full Bench of this Court. The demand raised by the respondent was entirely as per instructions dated 01.09.2021 (Annexure R-3) as such, and a prayer was made for dismissal of the writ petitions.

5 The petitioner filed replication to the written statement filed by respondents No.1 to 3 reasserting the stand taken in the writ petition

that he was entitled for allotment at the rate of price which was originally fixed in the advertisement.

6. After the written statement was filed, on 25.04.2022 the following order was passed by this Court:-

“Though, vide these 08 petitions, the petitioners are challenging the higher rate of interest as was initially sought from them by the respondent-HSVP for allotment of plots pertaining to an advertisement of the year 2010, eventually it is seen that as regards the main issue, pursuant to the order of this court (co-ordinate Bench) in Satyawan vs. Haryana Urban Development Authority and others (CWP No. 7342-2018 and a connected petition), decided on 28.09.2018, the respondents have already taken a decision dated 01.09.2021, to keep the sale price in terms of the same rate of land as was advertised, i.e. Rs.7,502/- per square meter, but have also proposed to charge 11% interest per annum (simple interest as per the instructions of learned counsel for the HSVP), for the intervening period.

The operative part of the order of this court in Satyawans' case reads as follows:-

"[6] We find some force in the contention, especially in the light of the view taken by this Court from time to time including in CWP-5736-2013, decided on 08.03.2017 (Krishan Kumar and another vs Haryana Urban Development Authority and others). While the petitioner would be liable to pay the revised price due to enhancement in compensation, his claim regarding allotment at the rate of 2014 deserves favourable consideration by the Authorities.

Since the Estate Officer, Jind, has expressed his helplessness to do so for want of competence, we direct the Chief Administrator, HUDA to re-determine the allotment price of the petitioner in the light of the observations made above and the judgments cited hereinabove. The Chief Administrator, HUDA will also keep in view the Full Bench decision of this Court in CWP-22252-2016 (Rajiv Manchanda and others vs Haryana Urban Development Authority and another) decided on 22.11.2017.

[7] Let an appropriate decision be taken within a period of three months from the date of receipt of a certified copy of this order.

[8] Disposed of."

We find absolutely no reason to differ with the opinion of a coordinate Bench but with learned counsel for the petitioner still wanting to submit that the interest being charged is far too high.

For learned counsel for the petitioner, as also the HSVP, to go through the judgment of the Rajiv Manchandas' case (supra) in more detail, as regards any specific rate of interest stipulated therein, adjourned to 04.05.2022.

In our opinion, if the rate of interest indeed has been specified in Rajiv Manchandas' case by the Full Bench to be @ 11% per annum, we would see no reason to differ with that; that in any case being binding upon us, it being a decision of a larger Bench; however, if that rate of 11% is not found to be specifically stipulated, in our opinion interest would need to be charged from the petitioners, as regards delayed payment, as per bank rates as were prevailing between 2010 till the date of payment."

7. As per the interim order dated 04.05.2022, a direction was issued to the respondent-HSVP to file an affidavit of the competent authority giving the exact break-up of the amount required to be paid by the petitioner for the plot in question specifying the total amount including the interest. Counsel for the petitioner was also required to seek instruction as to whether the petitioner at this stage wanting to pay the entire balance sale consideration at the aforesaid rate or would still be paying instalments in term of the allotment letter.

8. A short affidavit was filed by Sh. Vijay Kumar, Estate Officer, HSVP Rewari giving the following break-up:-

Original price of plot as advertized in 2010	Rs.7502/- per sq. mtr.
Interest for the period from 01.02.2010 upto 14.10.2018 i.e. 3176 days @ 11% per annum	Rs.7181 per sq. mtr.
Rates per sq. Mtr. alongwith interest and original price	Rs.14683 per sq. mtr.
Plot size	220.50 sq. mtr.
Total cost of plot as per allotment letter has to be paid 220.50x14683	Rs.32,37,601.50

Payment schedule of installments at the time of allotment dated 14.10.2018 on the basis of current HSVP rates circulated by the Finance Wing, HQ for year 2017-2018 @ Rs.21,000/- per sq. mtrs. as per schedule below:-

Sr.	Due date	Principal instalment amount	Instalment amount including possession interest	Payment made or not
1	16.09.2010	165500/-	165500/-	165500/- (10% earnest money amount)
2	12.11.2018	992125/-	992125/-	992125/- (15% amount to make it as 25% of total cost of plot)
3	14.10.2019	578813.00/-	976148/-	Balance 75% amount in six annual instalments.

4	14.10.2020	578813.00/-	926102/-	
5	14.10.2021	578813.00/-	856644/-	1002907/- alongwith interest
6	14.10.2022	578813.00/-	787186/-	
7	14.10.2023	578813.00/-	717728/-	
8	14.10.2024	578813.00/-	648271/-	
.	Total	4630500.00/-	6069704/-	2160532/-

Payment schedule of installments after revisions of rates as per brochure rate Rs.7502+11% interest per annum as below:-

Sr.	Due date	Principal instalment amount	Instalment amount including possession interest	Payment made or not
1	16.09.2010	165500/-	165500/-	165500/- (10% earnest money amount)
2	12.11.2018	643901/-	643901/-	643901/- (15% amount to make it as 25% of total cost of plot)
3	14.10.2019	404700.16/-	680118.16/-	348224/- (adjusted excess 15%amount already paid by allottee). Balance cost of plot to be paid in six annual instalments.
4	14.10.2020	404700.16/-	648185.16/-	
5	14.10.2021	404700.16/-	598956.16/-	1002907/- with interest
6	14.10.2022	404700.16/-	550392.16/-	
7	14.10.2023	404700.16/-	501828.16/-	
8	14.10.2024	404700.16/-	453397.16/-	
	Total	3237601.96/-	4242277.96/-	2160532/-

6. That in compliance thereof a demand notice has already been issued to the petitioner by the O/o answering respondent vide memo No.1873 dated 07.07.2021 with the request to make the payment as per schedule of revised installment.”
9. Learned counsel for the petitioner submitted that the petitioner was declared successful in the draw of plots in the year 2010 and he had applied for allotment in view of the terms & conditions mentioned in the brochure (Annexure P-1) as such, he is liable to pay the price at the rate so mentioned in the said brochure. It was further

submitted that writ petition filed by Chander Bhan Sharma-respondent No.4 was decided by this Court and he was made the allotment at the rate of Rs.7502/- per sq. meter whereas the petitioner has been discriminated by making the allotment at the rate of Rs.21,000/- per sq. meter as such the impugned order as well as the account statement/letter demanding the payment from the petitioner at a higher rate are liable to be set aside. The petitioner is also entitled to the relief on the basis of parity in terms of the order dated 06.09.2018 passed by this Court in CWP-29409-2017, **Ishwar Singh Vs. State of Haryana and others.**

10. On the other hand, learned counsel for the respondents contended that the consolidated instructions dated 01.09.2021 (Annexure R-3) have been issued for charging the price of the plots from the defence personnel in this matter on the basis of the decision dated 22.11.2017 in **Rajiv Manchanda and others Vs. Haryana Urban Development Authority and another** and decision dated 08.03.2017 in CWP-5736-2013, **Krishan Kumar and another Vs. Haryana Urban Development Authority and others** and decision dated 28.09.2018 in CWP-7342-2018, **Satyawan Vs. Haryana Urban Development Authority and others.** The account statement dated 02.07.2021 (Annexure P-13) has been made on the basis of the said instructions, as such, and the petitioner is left with no grounds and the present petition is liable to be dismissed.

11. The present case requires the determination of following questions:-

1. Whether the allotment price charged from the petitioner vide impugned order dated 07.07.2021 (Annexure P-12) and account statement dated 02.07.2021 (Annexure P-13) as per the instructions dated 01.09.2021 (Annexure R-3) issued by the respondents is in resonance with the decision of Satyawar's case (supra), Krishan Kumar's case (supra) and Rajiv Manchanda's case (supra)?
2. Whether the petitioner is entitled to parity on the basis of decision in Chander Bhan Sharma's (supra) and Ishwar Singh's case (supra).

Point No.1 & II

12. In **Rajiv Manchandas' case (supra)**, the Hon'ble Full Bench of this Court while answering various questions regarding the claims of oustees for allotment of plots under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, observed that an oustee may pay reasonable interest from the date on which he could have been given the possession of the plot till the date he is actually given the possession of the plot, even though, where respondents are entirely at fault by deliberately not allotting a plot to an oustee. It was further observed that though the oustee would be entitled to benefit of the price that was prevalent when he filed the application but he will have to pay the interest on that amount as the oustee had the benefit of use of money during the period from the date he could have

been given the possession till the date he is actually given the possession.

Question No.8 formulated in the said petition reads as under:-

“8. Is the oustee liable to pay the price fixed for allotment on the date of acquisition of the oustee’s land, the date of entitlement for allotment under the oustee quota, the date of offer of allotment under the oustee quota or the date of exercise of option for allotment under the oustee quota?”

13. The observations of the Full Bench in **Rajiv Manchanda’s case (supra)** on the said question in para No.60 reads as under:-

“60. There is yet another situation that must be dealt with, namely, where the respondents are entirely at fault. This is a situation where the oustee was entitled to a plot on a particular date and it was possible for the respondents to allot the plot on that date but they did not do so entirely on account of their default and not on account of any default on the part of the oustee. The ultimate allotment of the plot may even result at the end of a protracted litigation. When a court passes an order in favour of such an oustees, it infact holds that the oustee was entitled to the plot when he had made the application and was entitled to the allotment on that date and the respondents were in a position to handover the possession of the plot on that date but wrongly did not do so. In such circumstances it follows that the oustee would be entitled to the benefit of the price that was prevalent when he made the application and pursuant to that application the respondents deliberately did not allot the plot although they could have.

However, even in such a case, the oustee must pay reasonable interest from the date on which he could have been given the possession of the plot till the date he is actually given the possession of the plot, for in such a case the oustee has had the benefit of the use of his money during this period. We appreciate that such an oustee would have been deprived during this period of the use of the plot. This further fine tuning adjustment would require evidence and cannot conveniently be decided in a writ petition.”

14. On the basis of the decision in **Rajiv Manchanda’s case (supra)**, the Hon’ble Division Bench of this Court vide order dated 28.09.2018 in **Satyawan’s case (supra)** while dealing with the similar controversy regarding the rate of allotment to an army personnel directed the Chief Administrator, HUDA to re-determine the allotment price in the light of the observations made in **Chander Bhan Sharma’s case (supra)** and **Krishan Kumar’s case (supra)**. However, the Hon’ble Division Bench observed that the Chief Administrator, HUDA will also keep in view the Full Bench decision of this Court in **Rajiv Manchanda’s case (supra)** which was decided on 22.11.2017.

15. Keeping in view the decision in **Rajiv Manchanda’s case (supra)**, the demand made by the Estate Officer-respondent No.3 vide impugned order dated 07.07.2021 (Annexure P-12) for payment of advertisement rate+11% interest as allotment price is well justified and does not call for any interference.

16. Vide interim order dated 26.04.2022 passed by a coordinate Bench of this Court while observing the decision taken by the respondent-

HSVP in pursuance to **Satyawan's case (supra)**, it was observed that the respondents have already taken a decision dated 01.09.2021 to keep the sale price in terms of the same rate of land as was advertized i.e Rs.7502/- per sq. meter, but have also proposed to charge 11% interest per annum (simple interest as per the instructions of learned counsel for the HSVP) for the intervening period. It was observed that we find absolutely no reason to differ with the opinion of a coordinate Bench but petitioners were granted an opportunity, since it was argued that the interest claimed is too high. In terms of the said interim order, the petitioner could not show that the interest charged in the order dated 07.07.2012 (Annexure P-12) is high or it is contrary to the directions issued by Hon'ble Full Bench in **Rajiv Manchanda's case (supra)**.

17. The petitioner is not entitled to any relief on the ground of parity on the basis of decision in **Krishan Kumar's case (supra)**. The said case was decided on 08.03.2017 and the decision in **Rajiv Manchanda's case (supra)** was taken subsequently by the Hon'ble Full Bench on 22.11.2017, which shall prevail. Similarly, the petitioner is also not entitled to any relief on the parity in view of decision in **Chander Bhan Sharma's case (supra)**. Since the said case was immediately filed after draw of plots in the year 2012 whereas the present petitioner has filed the petition at a much later stage in the year 2021. Moreover, **Rajiv Manchanda's case (supra)** was subsequently decided by the Hon'ble Full Bench on 22.11.2017.

18. Similarly, the petitioner is not entitled to parity on the basis of decision in **Ishwar Singh’s case (supra)** as in the said case, the decision in **Rajiv Manchanda’s case (supra)** dated 22.11.2017 was not brought into the notice of the Hon’ble Bench. Consequent to the aforesaid discussion, both above-mentioned points are answered in favour of the respondents and against the petitioner. Thus the impugned order dated 07.07.2021 (Annexure P-12) does not suffer from any infirmity and needs no interference.

19. In view of the above reasons, we find no merit in the present petition and we see no ground for interference in the impugned order dated 07.07.2021 (Annexure P-12) and account statement/letter dated 02.07.2021 (Annexure P-13). As such, the aforesaid petitions stand dismissed.

20. Pending miscellaneous application(s), if any, also stands disposed of.

(G. S. SANDHAWALIA) (HARPREET KAUR JEEWAN)
JUDGE JUDGE

03.10.2023
Ramandeep Singh

Whether speaking / reasoned	Yes/No
Whether Reportable	Yes/No