

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

206

2023:PHHC:075017-DB

Civil Writ Petition No.10500 of 2018

Date of Decision: March 28th, 2023

Haryana Shehri Vikas Pradhikaran, Panchkula

....Petitioner

Versus

Vipan Kumar Jain (since deceased) through LR's and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH
HON'BLE MR. JUSTICE SANJIV BERRY**

Present: Mr. Deepak Sabherwal, Advocate,
for the petitioner.

Mr. Manoj Swarup, Senior Advocate
with Mr. Ankit Swarup and Mr. Nitin Jain, Advocates
for respondents No.1 (i) (ii) (iii) and 2.

AUGUSTINE GEORGE MASIH, J.

This writ petition has been preferred challenging the order dated 01.03.2005 (Annexure P-12) passed by the Administrator, Haryana Urban Development Authority now Haryana Shahri Vikas Pradhikaran (hereinafter referred to as 'HSVP'), whereby the appeal preferred by the respondents against the order dated 05.04.2002 (Annexure P-10) passed by the Estate Officer, HUDA, Panchkula, ordering resumption and forfeiture of 10% consideration amount plus other dues payable up to the date of resumption relating to Shop-cum-Office (SCO) No.7-P, Sector 5, Panchkula, has been set aside and thereafter the challenge thereto by the petitioner before the Revisional Authority i.e. the Additional Chief Secretary to Government of Haryana, Town and Country Planning and Urban Estate Department, has been rejected vide order dated 28.06.2016 (Annexure P-21).

2. Briefly the facts are that an open auction was conducted by HSVP, Panchkula-petitioner herein on 24.03.1995 of commercial site of

Sector 5, Panchkula, which according to the petitioner was a developed market. Respondents being the highest bidder relating to SCO No.7-P, Sector 5, Panchkula, was declared successful. 10% of the price so quoted on the fall of hammer was deposited by the respondents and the terms and conditions (Annexure P-2) of allotment were signed between the parties. Letter of allotment dated 28.03.1995 (Annexure P-3) was issued to the respondents by the petitioner. Since the area was fully developed and the development work was complete, possession of the plot was offered to the respondents to be taken immediately after making payment of balance 15% of the amount as per para 4 of the terms of allotment. It would not be out of way to mention here that the bidders were to inspect the spot before participation in the auction and, therefore, the allottees were well aware of the location of site and development around it. An amount of ₹9,37,500/- was deposited by the respondents without any objection or any indication regarding the lack of development at the time of offer of possession of the site. As per the terms of allotment, the allottee was to deposit the installment in 8 half-yearly/annual instalments with 15% interest, which was to accrue from the date of offer of possession. The instalment had to be paid on 10th of month following the month in which it falls due and in case of non-deposit of the amount, the Estate Officer had to proceed to take action for imposition of penalty and resumption of the plot in accordance with the provision of Section 17 of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as '1977 Act').

3. Respondents failed to pay the 1st installment which had fallen due on 08.09.1995 and notice under Section 17 (1) of 1977 Act was sent to them.

Thereafter ten notices were sent under Section 17 (1), 17 (2), 17 (3) and 17 (4)

of the 1977 Act.

4. Respondents submitted a representation dated 26.05.1999 to the Chief Administrator, HSVP, asserting therein that the development work was not complete and, therefore, the instalments were not required to be deposited. Comments were called for by the Chief Administrator from the Executive Engineer, Division No.II, Panchkula. They clearly indicated in the comments that the requisite work had been carried out as required for development of the area. It was also mentioned that a cinema hall was already running nearby and there were other sites also being constructed. The dates with regard to the completion of the specific works were also mentioned and it was stated that the water supply, sewerage, SWD and roads have been completed around the site on 23.12.1991, 29.10.1985, 12.01.1995 and December 1987 respectively. It was specifically mentioned that there was a way of ingress and egress from the west side. Electricity work was completed in the area in November 1988, therefore, at the time of allotment of the site in question, completion of the development work in the area had been done.

Finally notice for resumption under Section 17 (4) of the 1977 Act dated 21.02.2002 was served by the Estate Officer, Panchkula, to the respondents. Reply thereof dated 26.02.2002 was filed. The plea again taken in this representation was that the petitioner was not entitled to charge any interest and balance instalments needed to be rescheduled as the development work is not complete. Feeling unsatisfied with the non-deposit of the amount due, order of resumption dated 04.03.2002 (Annexure P-10) was passed by the Estate Officer, HUDA, Panchkula, wherein reliance upon condition No.5, which mandated the allottee to make the balance payment i.e. 75% of the price in lump sum without interest within 60 days from the issue of allotment letter

or in 8 half-yearly instalments together with interest on the balance price at 15% has not been complied with as not even one instalment has been paid after the initial deposit of 25% of the price money. In pursuance to and in accordance with Section 17 (4) of HUDA Act, resumption of site with immediate effect with further order of forfeiture of 10% of the consideration money of the site plus other dues up to date of resumption was passed.

5. This order was challenged before the Administrator, HUDA, Panchkula (exercising the powers of Chief Administrator, HUDA, as Appellate Authority) under section 17 (5) of the 1977 Act by the respondents, which appeal was allowed vide order dated 01.03.2005 (Annexure P-12) on the ground that the site remained inaccessible till April 1999 and that the front side of the SCO site has not been developed. On this basis, the Estate Officer was directed to recalculate the amount by considering the date of offer of possession May 1999. Further direction was issued not to charge interest on account of delayed payment from the date of appeal i.e. 06.05.2002 to the date of order i.e. 01.03.2005. The allottee was directed to make payment of outstanding dues within 30 days of the receipt of the orders

6. As per the petitioner, instead of depositing the amount as ordered by the Appellate Authority i.e. the Administrator, HSVP, Panchkula, vide order dated 01.03.2005, respondents entered into an agreement to sell/transfer dated 20.04.2005 (Annexure P-14) with one Shri Sanjiv Goyal for the total sale price of ₹2,11,00,000/- of which ₹21,00,000/- was paid in advance as earnest money. It was mentioned in the agreement that in case the allottee is unable to execute the sale deed, double the amount would have to be paid of the earnest money received. Because of the pending litigation, respondents could not proceed with the sale/transfer leading to the suit for specific

performance and permanent injunction having been filed by Shri Sanjiv Goyal, which suit was decreed and direction was issued to the allottee to pay double the amount of earnest money vide judgment dated 12.10.2012. Appeal before the Additional District Judge, Panchkula, as also the Regular Second Appeal before this Court were dismissed. On this basis, petitioner asserts that the intent on the part of the respondents was never to pay the amount as was directed by the Appellate Authority but the whole exercise was with only an intention to take the benefit in appreciation of the price because of the time lag, which has gone by leading to the increase in prices of the site in question.

7. Another assertion which has been made by the petitioner is that the respondents, after having entered into an agreement to sell and after the expiry of 30 days time as granted by the Administrator to deposit the outstanding dues, filed *CWP No.9698 of 2005* titled as *Vipin Kumar Jain and others Versus Haryana Urban Development Authority and others* on 30.06.2005, which was got dismissed as withdrawn on 01.07.2005. The said writ petition was filed merely for getting some more time on one pretext or the other so that the agreement to sell could fructify. Yet another writ petition i.e. *CWP No.12856 of 2005* was filed annexing a draft dated 01.07.2005 for ₹55,00,000/- asserting it to be the outstanding dues. The said writ petition, upon notice and the reply having been filed, was withdrawn in the light of the fact that a revision petition was preferred by the petitioner challenging the order of the Administrator, HUDA, where stay of the order of the Appellate Authority had been granted with liberty to file a fresh one. This again was an effort on the part of the respondents to delay the process of deposit.

8. The Revision Petition as preferred by the petitioner challenging the order of the Appellate Authority was disposed of by agreeing to the submission of the petitioner that making payment of the instalment has no connection on the ground of non-development. The maximum benefit which could be granted would be the waiver of possession interest, if charged on non-payment of regular instalement. The Revisional Authority went a step further by observing that the development works were completed in the year 1999, whereas the possession was offered on 29.03.1995. It is on this basis, it was observed by upholding the order of the Appellate Authority to the extent of setting aside of the resumption order and taking the date of offer of possession as May 1999 and make payment of dues so calculated. It was also ordered that no extension fee for the period during which the site in question stood resumed would be charged from the respondents and all dues would be calculated considering the interest to be simple interest and not at compound rate. It was also mentioned that the amount was to be communicated by the Estate Officer, which would be deposited by the respondents within 30 days of the receipt of the communication, failing which resumption order will come into force automatically without notice in this regard to the respondents.

9. It is these orders, which have led to the filing of the present writ petition in this Court challenging the order of the Appellate Authority as also the Revisional Authority dated 01.03.2005 (Annexure P-12) and 28.06.2016 (Annexure P-21) respectively. The grounds for challenging of these orders are that the order dated 04.03.2002 (Annexure P-10) of resumption passed by the Estate Officer, HUDA, Panchkula, is based upon the terms and conditions of the auction and allotment, which mandated the deposit of 75% of the balance sale price either to be paid in lump sum without interest within 60 days from

the date of acceptance of the bid or in half-yearly equal instalments with 15% per annum rate of interest in case of commercial site. This finds mention in clauses 6 and 7 of terms and conditions of auction as well as the allotment. Similarly, clause 14 laid down that the building on the site shall have to be constructed and completed in all respects within two years from the date of offer of possession. The allotment letter was issued on 28.03.1995 followed by another letter dated 29.03.1995 (Annexure P-4) by the Estate Officer, in which it was categorically mentioned that the possession of the site can be obtained. The respondents accepted the terms and conditions of the letter of allotment vide letter dated 26.04.1995 and deposited an amount of ₹9,37,500/- by way of bank drafts. The respondents having accepted the terms and conditions of allotment as also the possession could not, thereafter and that too after issuance of notice under Section 17 (1) and Section 17 (2) of the 1977 Act, turn around and say that the development was not complete. Another ground which has been taken is that the respondents were well aware of the site in question and had been required to verify the existing or lack of amenities at the site before participating in the auction. The auction is on 'as is where is basis' and, therefore, the respondents could not turn around and take a different view. Once with open eyes, a person participates in an auction, then he cannot thereafter take pleas with regard to work being not complete etc. for not making payment of the balance price along with stipulated interest on delayed payments. In support of this contention, reliance has been placed upon the judgment of the Supreme Court in *U.T. Chandigarh Administration Versus Amarjeet Singh and others 2009 (4) SCC 660*. It has been stated that the Appellate as well as the Revisional Authority have come to a wrong conclusion that the site was not developed at the time of issuance

of the allotment letter and offer of possession on 26.04.1995, the date of allotment of the site. Referring to the letter dated 04.06.1999 (Annexure P-7) of the Executive Engineer, HUDA Division No.II, Panchkula, it has been stated that the work with regard to the water supply was completed on 23.12.1991, sewerage on 29.10.1985, SWD before 12.01.1995 and roads in December 1987. Electricity work was completed in the area in November 1988 according to the letter dated 11.06.1999 (Annexure P-8) of the Executive Engineer. Thus it is asserted that the assumption that the site had not been developed till May 1999, which has been taken the date for completion of the work by the Appellate and Revisional Authority, is incorrect and not based upon the documents. Although the documents have been referred to there but the same have not been gone into it appears. It has been stated that the requirements of Section 17 of the 1977 Act have been fully complied with as required notices have been issued as details thereof were mentioned in the resumption order itself and, therefore, there being no illegality, especially when the parties are bound by the terms and conditions of contract, with the amount due towards the respondents, having not been paid, the competent authority i.e. the Estate Officer had proceeded to order the resumption of the plot with forfeiture of 10% of the bid amount along with other dues.

10. Ground has also been taken with regard to *mala fides* on the part of the respondents as after the allowing of the appeal by the Administrator vide order dated 01.03.2005, the respondents instead of depositing the amount due towards them as per the said order, proceeded to enter into an agreement to sell on 20.04.2005 (Annexure P-15) and even accepted an amount of ₹21,00,000/- as earnest money, which they lost up to the High Court and had

to pay double the amount of earnest money. Reliance has also been placed upon the judgment of the Supreme Court in *Civil Appeals No.4450 and 4451 of 2007* titled as *Municipal Corporation, Chandigarh and others Versus Vipin Kumar Jain*, decided on 20.09.2007, wherein the Hon'ble Supreme Court has specifically held that the auction is a price-discovery mechanism which falls in the contractual realm and an exercise for raising revenues for the Government. Time is the essence of the contract and in case the amount is not paid in the time stipulated, no undue benefit is to be called for as it could be speculative and intentional delay for increasing the property prices with the passage of time to gain premium because of the delay at the hands of the public exchequer.

On these grounds, prayer has been made for accepting the writ petition by setting aside the impugned orders and upholding the order of resumption passed by the Estate Officer on 05.04.2002 (Annexure P-10).

10-A. Learned counsel for the petitioner has put forth his submissions on the basis of the above facts and the grounds, as have been referred to above.

11. On the other hand, learned senior counsel for the respondents has submitted that it is a commercial site which has been allotted to the petitioner and that too in an auction. The intent is to utilize the land for commercial purposes but unless proper development is carried out in the area in question, there can be no construction carried thereon. Apart from that, it was clearly mentioned and announced by the auctioneer that fully developed site shall be delivered to the allottee. Since the site was not fully developed, especially when there was no passage to ingress and egress from the site in question, the demand of instalments or charging of interest is totally unsustainable.

The complete land at the relevant time was uneven and rather it was not suitable for construction purposes. Reference has also been made and reliance on the reports as submitted by the Executive Engineer, HUDA, Division No.II but in the absence of the developed area, respondents could not utilize the land for which he had purchased the same and, therefore, there was no question of either payment of instalment or interest thereon. Reliance has also been placed by him upon the impugned orders as have been passed by the Administrator, HUDA, Panchkula, as also the Additional Chief Secretary to Government of Haryana to submit that both the authorities have in unequivocal terms come to a conclusion on the basis of the report of the Executive Engineer that the parking lot has been developed in the year 1999 and that there were deep pits on the backside of the plot. It has also been concluded that till May 1999, possession could not be offered to the respondent and rightly so from that date onwards, the possession could be said to have been handed over. The authorities have also rightly excluded the period from the date of resumption till the passing of the order by the Appellate Authority for non-inclusion of interest on the delayed payment and the extension fee. Counsel has placed reliance upon the allotment letter to contend that the development work would be carried out by the petitioner and since the said work has not been carried out, obviously the other terms and conditions relatable to the deposit of the instalments and the interest thereon for delayed payment would not be operational. It is on this basis, a plea has been taken that the writ petition is devoid of merit and deserves to be dismissed.

12. Learned senior counsel has placed reliance upon the judgment of the Hon'ble Supreme Court in *Batra Finance (P) Limited Versus Chandigarh*

Administration and others 2004 (2) SCC 148, wherein the Hon'ble Supreme Court had not interfered with the order passed by the authorities along with penalty which was challenged. Similarly, reliance has been placed upon the judgment of the Supreme Court in *U.T. Chandigarh Administration Versus Amarjeet Singh and others 2009 (4) SCC 660*, wherein it has been said that it is the obligation on the part of the petitioner to provide amenities in the nature of project road, water supply, drainage system, rain water drainage and electricity and unless such amenities were provided, the allottees were not liable to pay premium or interest on premium on the ground of rent. Reliance has also been placed upon the Full Bench judgment of this Court in *Dheera Singh Versus U.T. Chandigarh Administration and others 2012 (4) R.C.R. (Civil) 970*, wherein the High Court has observed that the resumption can be invoked as a last resort and it would be the discretionary powers of the authorities to grant reasonable time to fulfil the requirement of depositing the amount which has been defaulted. Relying on these judgments, learned senior counsel has submitted that the orders as have been passed by the Appellate Authority and the Revisional Authority are in accordance with law and in the spirit of the statute.

Learned counsel has further referred to the order dated 28.11.2019 passed by this Court in the present writ petition to contend that an amount of ₹2,25,00,000/- was deposited with the petitioner as per the order passed by the Revisional Authority and the remaining amount of ₹16,35,088/- has also been deposited within a further period of one week. All these demand drafts stands accepted and duly encashed by HSVP. He on this basis contends that now that the required amount as per the orders passed by the Revisional Authority stands deposited and accepted by the petitioner, this Court may not

exercise its extraordinary powers of interference in the present writ petition.

13. We have considered the submissions made by the counsel for the parties and with their assistance, have gone through the pleadings, the various orders passed by the authorities as well as the judgments, as have been cited at the bar.

14. This case revolves around the commercial site which was put to auction, wherein respondents being the highest bidders for SCO No.7-P measuring 15.2 X 27.5 metres area and square metres 418 for price of ₹62,50,000/- deposited a sum of ₹6,25,000/- as 10% of the amount. 15% amount was to be deposited within a period of 30 days which was also remitted within the time stipulated i.e. ₹9,37,500/- The total amount, therefore, as deposited by the petitioner came to ₹15,62,500/-. The balance amount of ₹46,87,500/- was to be paid in lump sum without interest within 60 days from the date of issuance of the allotment letter or in eight half-yearly/annual instalments. The first instalment would fall due after every six months of the date of issue of the allotment letter. Each instalment would be recoverable together with interest on the balance price at 15% interest of the remaining amount. The interest shall accrue from the date of offer of possession (clause 5 of the allotment letter). In clause 8, it is clearly mentioned that in case the instalment is not paid on 10th of month following the month in which it falls due, the Estate Officer shall proceed to take action for imposition of penalty and resumption of plot in accordance with the provisions of Section 17 of the 1977 Act. As per clause 16, the allottee was to complete construction within two years from the date of offer of possession after getting the plan of proposed building approved by the competent authority. Clause 23 of the said allotment letter gave the details of the

instalments on the dates on which the amount had to be paid. Note 1 thereof clearly stated as follows:-

“Notes:

- 1. The possession of the plot/building is hereby offered which may be taken immediately after making payment of balance 15% amount as demanded in para No. 4, as the development works in the area are already complete.”*

15. Vide separate communication dated 29.03.1995 (Annexure P-4) addressed to the respondents by the Estate Officer, HUDA, possession was offered to the respondents. Respondents accepted the said offer and deposited an amount of ₹9,35,500/- vide letter dated 26.04.1995 (Annexure P-5) addressed to the Estate Officer, HUDA, Panchkula. Notices under Section 17 (1), 17 (2), 17 (3) (total ten in number) were issued to the respondents before the order of resumption was passed but not one instalement had been paid by the respondents during the interregnum. The first notice under Section 17 (1) was issued on 17.11.1995 but the plea which has been sought to be projected is that the development work is not complete, which for the first time was reflected in the representation dated 26.05.1999 (Annexure P-6). The said plea as is apparent from the subsequent documents attached by the petitioner was merely to gain time as the report dated 04.06.1999 (Annexure P-7) of the Executive Engineer, HUDA, Division No.II, Panchkula, clearly showed that the development work had been completed. Adjacent sites i.e. SCO No.16 was K.C. Theatre, which was already operational and parking in front of the same had been constructed. SCO Nos.9, 8 and 12 were constructed and egress and ingress to them could also be utilized by the respondents. It was also mentioned that from the west side of the site, ingress and egress was available. Even the dates with regard to

the completion of the work were mentioned there. The dates as mentioned with regard to the completion of the work i.e. water supply 23.12.1991, sewerage 29.10.1985, SWD before 12.01.1995 and roads in December 1987 apart from electricity work having been completed in the area in November 1988, makes it clear that the amenities as required for offering possession of the site were available and provided by the petitioner before the date of auction i.e. 24.03.1995. Further when the allotment was made and the auction at the site was carried out, there was no such objection raised. Even allotment by sale of commercial site building was duly acknowledged by both the parties and the contract was signed. Note 1 thereof makes it apparent that the offer was made which has been accepted without any protest by the respondents.

16. The Appellate Authority as well as the Revisional Authority had totally misread the documents, which have been submitted by the Executive Officer, HUDA, Panchkula as also the Executive Engineer of the Electricity Department. The development work having been completed and concluded much prior to the date of auction, the pleas as have been taken by the respondents on one pretext or the other, were to delay the process of payment of instalments. That apart, the conduct of the respondents and the intention relatable to the delay in payment or no intention to pay is apparent from the fact that after the appeal had been accepted by the Appellate Authority on 01.03.2005 (Annexure P-12), respondents entered into an agreement to sell/transfer with one Shri Sanjiv Goyal on 20.04.2015 (Annexure P-14), which clearly shows that the respondents were not interested as such in purchase of the site in question, rather were disposing by sale the said site at premium, which appears to be the intention on their part to

earn profit out of the said transaction.

17. Another aspect which needs to be seen is that within the time stipulated by the Appellate Authority i.e. 30 days, the amount due has not been deposited by the respondents. The offer of deposit of amount has come during the pendency of the writ petition i.e. much after the revision petition has also been decided. The equity, therefore, is not in favour of the respondents at all. The pleas as have been sought to be taken by the learned counsel for the respondents on the basis of the amount having been deposited with the petitioner during the pendency of the writ petition does not in any manner help the cause of the respondents. The judgments on which reliance has been placed by the learned senior counsel, therefore, will also not be of much help to the respondents.

18. As regards the plea of the counsel for the petitioner that the terms and conditions of allotment have been accepted by the respondents would govern the parties is absolutely correct and need to be accepted. Perusal of the same would show that the deposit of the instalments has no connection whatsoever with regard to the development of the site in question. At the most, it could be assumed that no interest would be charged upon non-developed site for extension of period for completion of construction of the site. Present is a case where this question would not arise at all as the possession of the plot was offered immediately to the respondents by the petitioner on acceptance of the allotment as per the agreement entered into between the parties.

With relation to clause 6 of the allotment letter on which reliance has been placed by learned senior counsel for the respondents, the same reads as follows:-

“6. The possession of the site will be offered to you, on the completion of the development works in the area. In the case of building or undeveloped land, the possession shall, however, be delivered within 90 days from the date of the issue of this letter.”

A perusal of the above would show that there is nothing mentioned with regard to either the interest or the deferment of the instalment. The said clause, therefore, for the purposes for which the respondents had sought deferment of the payment of instalment and the interest thereon for the delayed deposit along with the non-charging of extension fee for non-construction would not be applicable as in any case possession of the site was offered immediately as the development works in the area were already complete.

19. As regards the plea of the respondents with regard to the site not being developed is concerned for which the deferment of the instalments and interest etc. is being sought, the said plea cannot be accepted in the light of the judgment of the Supreme Court in *Amarjeet Singh's case supra*, where it has been held as follows:-

“... .. In a public auction of sites, the position is completely different. A person interested can inspect the sites offered and choose the site which he wants to acquire and participate in the auction only in regard to such site. Before bidding in the auction, he knows or is in a position to ascertain, the condition and situation of the site. He knows about the existence or lack of amenities. The auction is on "as-is-where-is basis". With such knowledge, he participates in the auction and offers a particular bid. There is no compulsion that he should offer a particular price. When the sites auctioned are sites, without any assurance/representation relating to amenities, there is no question of

deficiency of service or denial of service. Where the bidder has a choice and option in regard to the site and price and when there is no assurance of any facility or amenity, the question of the owner of the site becoming a service provider, does not arise even by applying the tests laid down in LDA or Balbir Singh.”

20. In *Vipin Kumar Jain’s case (supra)* again the principles have been laid down as follows:-

“Auction is a price-discovery mechanism which falls in the contractual realm. In the present case we are concerned with commercial sites. Auction is basically an exercise in raising revenues for the Government. When the price is not paid within time it results in loss of revenue to the State. Time is the essence of the contract in matters concerning auction. Property prices rise by the day.

In the present case there was no illegality in the holding of auction. Despite repeated notices issued to the respondent calling upon him to make payment, respondent failed to pay within the stipulated period. Despite repeated indulgence being shown to the respondent by the competent authorities payments were not made. Property prices increase by the day and if within stipulated period contractual obligations are not fulfilled then in that event the State suffers losses which cannot be compensated in terms of interest or penalty after four years. Ultimately auction is an exercise for detecting or discovering the price prevalent in the particular area in a particular year and if time overruns are to be allowed on flimsy excuses for not paying the money in time then the entire exercise would fail. We are therefore of the view that the High Court should not have interfered in the process in which the Corporation was fully justified and entitled to forfeit 10% of the amount and to invite fresh offers on new terms and conditions.”

21. In view of the above, we are of the view that the orders impugned dated 01.03.2005 (Annexure P-12) passed by the Administrator, Haryana Urban Development Authority, Panchkula and order dated 28.06.2016 (Annexure P-21) passed by the Chief Secretary to Government of Haryana, Town and Country Planning and Urban Estate Department, are not in accordance with law and, therefore, cannot sustain and are hereby set aside.

22. Order dated 04.03.2002 (Annexure P-10) of resumption passed by the Estate Officer, HUDA, Panchkula, being in accordance with law is upheld. The amount as deposited by the petitioner in pursuance to and as recorded by this Court in its order dated 28.11.2019 is ordered to be refunded to the petitioner within a period of 30 days from the date of receipt of certified copy of this order on an application having been submitted by the respondents. It would be open to the petitioner to proceed to auction the site in question in accordance with law.

(AUGUSTINE GEORGE MASIH)
JUDGE

March 28th, 2023
Puneet

(SANJIV BERRY)
JUDGE

Whether speaking/reasoned: Yes

Whether reportable: Yes