

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-16381-2020 (O&M)

Date of Decision: 17.08.2023

ARCHANA AGGARWAL

.....PETITIONER

Vs.

STATE OF HARYANA AND OTHERS

.....RESPONDENTS

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

Present: Dr. Surya Prakash, Ms. Sukhvir Gill and Mr. V.A. Garg,
Advocates, for the petitioner.

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

HARPREET KAUR JEEWAN, J.

1. This petition has been filed under Article 226/227 of the Constitution of India for issuance of a writ in the nature of '*mandamus*' directing the respondents to restore the originally allotted plot No. 2071, measuring 1 Kanal, in Sector 21 (Part-II), Panchkula, and for delivery of actual physical possession or in the alternative, an allotment of a similar plot of the same size in the same sector.

2. The brief facts of the case are that the said plot was allotted to the petitioner, as per allotment letter dated 07.08.1998 (Annexure P-1) and the total price of the plot was ₹20,09,280/- out of which 10% amount, i.e. ₹2,00,928/- was deposited at the time of application. After the draw of lots, the petitioner has further deposited a sum of ₹3,01,392/- to complete 25% of the total price of the plot. There was an option for payment of the remaining price either in lump sum without interest within 60 days of the

issuance of the allotment letter or in 06 annual installments of ₹2,51,160/- each payable in August every year. It is the case of the petitioner that the respondents did not carry out the development work in the area. Though, as per Clause 7 of the allotment letter, the possession of the site was required to be offered to the petitioner/allottee on completion of the development work. Instead of completing the development work, despite repeated representations made by the petitioner, a show cause notice dated 07.03.2001 (Annexure P-2) under Section 17 (1) of the Haryana Urban Development Authority Act, 1977 (for short 'the Act') was issued whereby payment of installment of ₹6,20,500/- was demanded and further a show cause notice issued as to why a penalty of ₹62,050/- should not be imposed upon the petitioner was issued. The petitioner submitted his reply, dated 25.05.2001 (Annexure P-3) to the said notice and requested for withdrawal of the notice. Notice dated 27.07.2001 (Annexure P-7) giving an opportunity of hearing under Section 17 (2) of the Act was issued to the petitioner, mentioning the outstanding dues as ₹6,20,500/- along with interest of ₹37,332/- up-to 31.07.2001. Thereafter, respondent No. 3 issued a letter of offer of possession on 05.04.2001 (Annexure P-14) but the possession was not delivered at the spot as there was no development.

2.1 The petitioner filed an appeal, dated 12.10.2021 (Annexure P-8) under Section 17 (5) of the Act against the penalty imposed of ₹60,500/- on 11.09.2001 on account of non-deposit of outstanding amount. In the meantime, the Estate Officer, Haryana Urban Development Authority (respondent No. 3) issued a notice, dated 29.11.2001 (Annexure P-9) to the petitioner under Section 17 (3) of the Act, as to why the resumption of the site be not done, on account of non-payment of

₹6,67,526/- the due amount along with the penalty of ₹62,050/-. Reply to the said notice was submitted by the petitioner on 27.12.2001 (Annexure P-10). The Estate Officer, HUDA, Panchkula (respondent No. 3) sought the report regarding the development work from the Executive Engineer, HUDA, Division No. 1, Panchkula, vide communication dated 14.01.2002 (Annexure P-11). However, without awaiting for the reply, respondent No. 3 wrote a communication to the Administrator, Haryana Urban Development Authority, dated 05.02.2002 (Annexure P-12). The appeal filed by the petitioner was dismissed by the Administrator on 11.04.2002 (Annexure P-13), relying upon the reply filed by respondent No. 3 that the area has been developed whereas actually the area was not developed.

2.2 The respondent further issued a notice dated 17.06.2002 (Annexure P-15) under Section 17 (4) of the Act, to the petitioner to which a reply, dated 26.06.2002 (Annexure P-16) was submitted by the petitioner reiterating the same facts that there is no development at the spot and the basic amenities such as electricity and roads are not provided in the area. As such, the respondents are not entitled to recover the installments and the interest or penalty thereon.

2.3 Therefore, the petitioner requested to the respondents to refund the amount deposited by her along with interest, vide letter dated 16.08.2002 (Annexure P-17). Acting on the said request, the respondents had issued a cheque on 12.09.2002 of ₹2,45,824/- and got the receipt signed from the petitioner on 13.09.2002 (Annexure P-18). The words “Refund on Surrender” were struck by the respondents while making the payment to the petitioner. Since the petitioner was suffering on account of non-action of the respondents for developing the site, therefore, a

complaint was filed before the Haryana State Consumer Redressal Commission on 12.11.2002 seeking compensation for harassment and for claiming interest on the amount which was received by the respondents from the petitioner and enjoyed the same without giving the plot to the petitioner and the petitioner raised a claim of ₹9,44,991/- from the respondents.

2.4 In the meantime, since the respondents developed the area, therefore, the petitioner had sent a representation to the respondents on 06.01.2005 requiring the respondents to give the site to the petitioner and also intimating her readiness and willingness to make the balance payment towards the plot. The petitioner also got issued a legal notice to the respondents on 15.02.2006 (Annexure P-19). The Estate Officer, HUDA, vide communication dated 23.05.2006 (Annexure P-20) rejected the claim of the petitioner. The appeal filed by the petitioner, challenging the communication/order dated 23.05.2006 (Annexure P-20), was dismissed by the Administrator, HUDA, vide order dated 10.06.2008 (Annexure P-21).

2.5 The petitioner has further pleaded that an application was moved before the State Consumer Disputes Redressal Commission to amend the complaint on 29.05.2007 (Annexure P-21/A) to incorporate the facts that the area has now been developed by the respondents while pleading that the petitioner had reserved her right to claim the plot after the development of the area.

2.6 However, the complaint was dismissed by the State Consumer Redressal Commission, vide order dated 08.12.2010 (Annexure P-22). During the arguments, the counsel appearing for the HSVP submitted an alleged surrender letter of the petitioner reading "I hereby surrender the

above Plot No. 2071, Sector 21, Part-II, Panchkula. You are kindly requested to refund the amount deposited with you immediately and oblige.” The copy of which was not supplied to the petitioner and the complaint was dismissed on the basis of the said letter. The petitioner challenged the said order before the National Consumer Disputes Redressal Commission and the letter dated 16.08.2022 was attached with the petition as Annexure A-2. For the first time, respondent No. 3 filed a reply before the National Consumer Disputes Redressal Commission on 02.07.2012 and attached the alleged said forged surrender letter as Annexure R-4 which is a hand-written letter and did not bearing any official notings. The said letter was stated to be neither in the hands of the petitioner nor is signed by her. In fact the petitioner had submitted the letter dated 16.08.2002 which is attached herewith as Annexure P-17. The appeal was however dismissed by the National Consumer Disputes Redressal Commission, vide judgment dated 23.08.2012 (Annexure P-29).

2.7 Upon receiving the record under the Right to Information Act, 2005, the petitioner alleged the forgery of the letter, dated 16.08.2002. In fact since there are two letters of 16.08.2002, one is bearing 'the noting' and other is 'without noting'. It is alleged that both are photocopies of the same document and the photocopy was done after putting the stamp of the receipt and putting the receipt number. The two documents according to counsel would reveal that the forgery was done just to submit the said letter before the State Consumer Disputes Redressal Commission and the National Consumer Disputes Redressal Commission. As such the respondents have played fraud upon the petitioner by forging the said letters. It was submitted that the plot of the petitioner, i.e. Plot No. 2071,

Sector 21, Panchkula, is still lying vacant and has not been allotted to anyone. As per the policy of the HSVP, no installment was payable till the development was completed. Rather respondents were bound to pay 9% interest on the amount paid by the allottee till the possession is delivered. As such, the petitioner is entitled for a direction to the respondents to restore the original plot which was allotted to the petitioner.

2.8 The petitioner had challenged the order passed by the Estate Officer, as well as by the Administrator by way of filing an appeal dated 22.03.2010 under Section 18 of the Act and copy of the letter dated 16.08.2002 was also attached in the said appeal as Annexure A-5. The said appeal was dismissed, vide order dated 06.07.2011 (Annexure P-26) by making a reference to the letter dated 16.08.2002, wherein the petitioner had requested for refund of the amount and the receipt of the amount of ₹2,45,824/-

3. Learned counsel for the petitioner has submitted that the respondents had forged the letter dated 16.08.2002 and submitted the forged letter before the State Consumer Redressal Commission and National Consumer Disputes Redressal Commission and argued that the petitioner had surrendered the plot in question, whereas the petitioner had actually submitted a letter dated 16.08.2002 which is appended as Annexure P-17. The forgery of the said letter was done only to shut out the claim of the petitioner, whereas the fault was on the part of the respondents that the development work was not done and they were claiming penalty on account of non-payment of installments. The plot in question is still lying vacant and has not been allotted to anyone. In view of the representation made by the petitioner on 06.01.2005, the petitioner should have been

allowed to deposit the balance payment and should have been re-allotted the said plot.

4. Mr. Deepak Sabherwal, learned counsel appearing for the respondent-HSVP, submitted that petitioner had surrendered the plot and the surrender was accepted. The original allotment letter was returned by the petitioner and she received the refund and executed a receipt. Her claim had been rejected uptill the National Consumer Redressal Commission.

5. The reply dated 28.09.2022 filed on behalf of respondents No. 2 and 3, by way of an affidavit of Sh. Dharamvir Singh, Administrator, Haryana Shehri Vikas Pradhikaran, Panchkula, was referred to wherein it was alleged that the present petition is barred as the petitioner had already availed the remedy before the State Consumer Redressal Commission and the appeal was also dismissed by the National Consumer Disputes Redressal Commission on 23.08.2012 (Annexure P-29). The present writ petition has been filed after a lapse of 8 years which is time barred and abuse of the process of law. The petitioner cannot be allowed to indulge into forum hunting. The petitioner has taken the plea for the first time in the present writ petition that on the receipt the words "Refund on Surrender" were struck by the respondents while making the payment to the petitioner. It was contended that the official record of the answering respondents was tampered by some anti-social elements with *mala fide* intention and obviously to give some benefit to the petitioner by this wrong doing. A cutting exists on the photocopy. There was no occasion on the part of the respondent to strike down the words as alleged by the petitioner. The fabrication was done by the petitioner to get undue benefit to make a case that the receipt was under protest. This plea was never taken by the

petitioner before the State Consumer Redressal Commission or before the National Consumer Disputes Redressal Commission, that there was a fabrication. On merits it was submitted that after making the payment of 25% amount, the petitioner did not pay even a single installment. As such various show cause notices under Section 17 of the Haryana Urban Development Authority Act, 1977, were issued. The petitioner, in the meantime, was offered the possession of the plot on 05.04.2001 after completion of the development work and she was required to obtain the possession within 30 days of issuance of the said letter. The default in payment resulted in passing of the order dated 12.09.2001 imposing a penalty of ₹62,050/-. Despite that the petitioner did not make the payment.

6. Thereafter, she was served with the show cause notice dated 29.11.2001 (Annexure P-9) under Section 17 (3) of the Act and then a notice under Section 17 (4) of the Act were also served on 17.06.2002 (Annexure R-2 colly). However, in the meantime, the petitioner filed an appeal against the order dated 12.09.2001 whereby penalty was imposed and the said appeal was dismissed. Since the petitioner was not in a position to make the payment of the due amount, she surrendered the plot vide application dated 16.08.2002 (Annexure R-4) which was received in the Estate Office, vide diary No. 14994. The request to surrender of the plot was accepted and a sum of ₹2,45,824/- was refunded to the petitioner, as per the HUDA policy towards surrender value which was duly received by the petitioner. The petitioner also surrendered her original allotment letter which was cancelled, copy of the cancelled allotment letter is Annexure R-6. The petitioner served a show cause notice through his counsel, which was duly replied. However, acting with *mala fide* intention, the petitioner

challenged the said reply before the Administrator, HSVP, Panchkula, by portraying it as an order passed under Section 17 of the Act, whereas the surrender was already accepted in the year 2002 itself. The appeal was ultimately dismissed on 10.06.2008 (Annexure R-7). The revision petition which was filed with a delay of more than 600 days was also dismissed by the Financial Commissioner and Principal Secretary (Town and Country Planning), Department, Haryana, on 06.07.2011 (Annexure R-8).

7. We have considered the aforesaid submissions and come to the conclusion that the present writ petition is a mis-use of process of law. Admittedly, the petitioner was allotted the plot in question, as per the allotment letter dated 07.08.1998 (Annexure P-1). As per the averments of the petitioner, the price of the plot was fixed at ₹20,09,280/- and 10% of the total price, i.e. ₹2,00,928/- was deposited at the time of application. Thereafter a sum of ₹3,01,392/- was deposited to complete 25% of the total price. There were two options for making the payments, i.e. either to make the lump sum payment of the remaining amount within 60 days; or to make the remaining payments in six annual installments. The annual installment of ₹2,51,160/- was payable in August every year. Admittedly, the petitioner has neither paid the remaining 75% in lump sum nor did she pay any other installment. The allotment was made on 07.08.1998 (Annexure P-1). After a period of 2½ years, when a notice dated 07.03.2001 (Annexure P-2) under Section 17 (1) of the Act was issued to the petitioner, requiring her to make the payment of ₹6,20,500/- by 31.03.2001 and pay penalty, she took a plea in her reply dated 25.05.2001 (Annexure P-3) that the site in question be fully developed and basic amenities be provided before asking the applicant/allottee to deposit the installments. She was also issued a

notice dated 27.02.2001 (Annexure P-7) under Section 17 (2) of the Act requiring her to make the payment of ₹6,20,500/- and interest of ₹37,332.00/- upto 31.07.2001. However, instead of making the payment, she filed an appeal taking a plea that the Estate Officer is not justified in imposing the penalty and charging the interest as the market position of the business is very tight and the appellant is not doing well in her business and requested for post-ponement of the payment of the installments. She took a plea that the site is not fully developed. The basic amenities be provided before asking the applicant/allottee to deposit the installments. She gave a similar reply, dated 27.12.2001 (Annexure P-10) to the notice dated 29.11.2001 (Annexure P-9) issued under Section 17 (3) of the Act. The appeal filed by the petitioner against the order dated 11.09.2001 passed by the Estate Officer, HUDA (respondent No. 3), imposing a penalty of ₹62,050/- was dismissed by the Administrator, vide order dated 11.04.2002 (Annexure P-13).

8. It is not disputed that the petitioner was offered the possession, vide letter dated 05.04.2001 (Annexure R-1). The said letter has also been relied upon by the petitioners as Annexure R-14. As per Clause No. 4 of the said letter on physical demarcation of the area, the dimension of the plot is 15.000 meters x 30.000 meters and the area has increased by 30 square meters. As such, cost of the increased area amounting to ₹1,43,520/- was sought to be deposited within 30 days and revised installments to be paid w.e.f. 06.08.2001 upto 06.08.2004 were also intimated. The petitioner was also authorized to obtain the possession by visiting personally or through an authorized representative. The petitioner has not deposited the cost of increased area as demanded vide allotment letter dated 05.04.2001

(Annexure P-14).

9. We have also observed that the petitioner has accepted the terms and conditions of the allotment by way of depositing a sum of ₹3,01,392/-. As such the petitioner has accepted the payment of remaining 75% of the price of the plot to be made either in lump sum within 60 days or in 06 annual installments together with the interest on the balance price and 15% interest per annum on the remaining amount. As per clause No. 10 of the allotment letter, in case the installment is not paid by 10th of the month, the Estate Officer has the right to proceed under Section 17 of the Act for imposing the penalty and resumption of the plot.

10. Section 17 (1) of the Act provides that where any transferee makes default in the payment of any consideration amount or any installment, the Estate Officer may by notice in writing call upon the transferee to show cause as to why a penalty equal to 10% the dues may not be imposed. Sub-Section (2) of Section 17 of the Act provides that after giving the reasonable opportunity of hearing, the Estate Officer may impose the penalty. Whereas sub-Section (3) of Section 17 of the Act provides that where the transferee fails to pay the amount due together with the penalty as imposed under Sub-Section (2) of Section 17 of the Act or commits a breach of any other condition of sale etc., a show cause notice for resumption of the land or the building can be issued. Sub-Section (4) of Section 17 of the Act provides that after considering the cause, if any, in pursuance of the notice issued under sub-section (3) and considering the evidence, if any, the Estate Officer may pass an order of resumption after recording reasons.

11. The petitioner was given an opportunity to make the payment of ₹6,20,500/- by way of issuing a show cause under Section 17 (1) of the Act, despite that no such payment was made. After providing her a right of hearing, she was again offered an opportunity to make the payment of the balance amount of installments which were due and outstanding along with interest up-to 31.07.2001 by way of issuing a notice under Section 17 (2) of the Act, as per Annexure P-7, despite that no such payment was made. The appeal filed by the petitioner impugning the said demand was also dismissed by the Administrator, HUDA, vide order dated 11.04.2002 (Annexure P-13), on the ground that outstanding amount was not paid in time. The main plea of the petitioner for non-deposit of the outstanding dues on account of non-completion of the development work, was found false, as the possession was offered to her on 05.04.2001. The reasons recorded by the Appellate authority while dismissing the appeal vide order dated 11.04.2002 (Annexure P-13) are further justified, in view of the letter dated 05.04.2001, whereby the possession was offered. The contents of the letter that on physical demarcation, the area of the plot was found increased by 30 square meters, as such, the demand of the increased area costs was made clearly indicates that possession at site was offered only then the respondent-authority got to know about the increased area upon demarcation regarding which the additional cost was demanded.

12. The above circumstances clearly indicate that the petitioner is a defaulter of making the payment of installment as per the terms and conditions of the allotment letter. Despite obtaining various opportunities, she has not even made the payment of the remaining installments of the price of the plot. The Hon'ble Supreme Court of India in **Smitra Jain vs.**

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465, has observed that a ranked defaulter is not entitled to relief under Articles 226 or 227 of the Constitution.

13. The above discussed documents further indicate that possession was offered but the price of the plot was not paid, in terms of the conditions of the allotment letter.

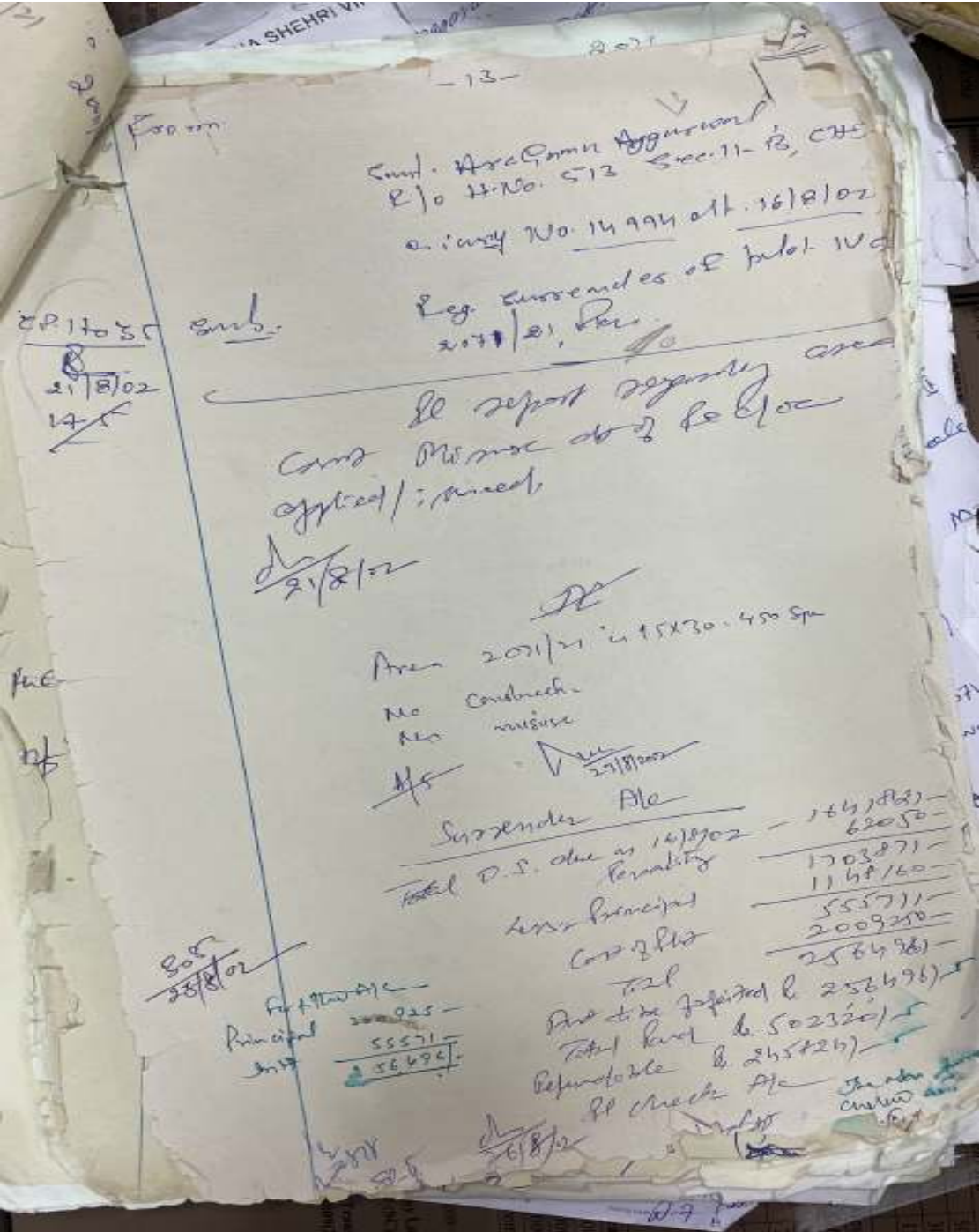
14. We have also considered the submissions made by learned counsel for the petitioner regarding forgery of letter, dated 16.08.2002 and its submission before the State Consumer Redressal Commission and the National Consumer Disputes Redressal Commission. It is the version of the petitioner that the correct communication dated 16.08.2002 is Annexure P-17. As per the said communication (Annexure P-17), the petitioner sought refund of the amount along with interest @ 18% per annum, on the ground that the site in question is neither developed nor the basic amenities are provided. It is mentioned that the payment of the price of the plot will be paid as and when the site is developed and right was reserved to get the possession after development of the site on making payment.

15. The petitioner has alleged that the disputed/forged communication, dated 16.08.2002 is Annexures P-30/31, as per which, the petitioner had written to the Estate Officer, HUDA (respondent No. 3) to surrender the plot in question and sought a refund. It is also mentioned that the original allotment letter is annexed along with the said letter. The operative part of the said letter is reproduced as under:-

“I hereby surrender the above plot No. 2071, Sector 21, Part-II, Panchkula. You are kindly requested to refund the amount deposited with you immediately and oblige. Original allotment letter

enclosed also.”

16. We have perused the original record produced in Court. As per the noting dated 21.08.2002 at page No. 13 of the original record, a letter regarding surrender of plot No. 2071, Sector 21, Panchkula, has been dealt with in the official noting. After that there is an official noting, dated 23.08.2002, whereby a report was sought regarding the area of the plot; construction, if any; and misuse, if any. Thereafter, calculation has been done vide official noting, dated 28.08.2002. The official noting, dated 21.08.2002, after getting scanned is reproduced as under:-



17. As per the original record, on 03.09.2002, the request of the allottee for refund of the amount of ₹2,45,824/- was allowed by the competent authority on 06.09.2002. These official notings are on very old papers and these pages do not appear to be changed or manipulated. The original allotment letter is also on the official record which has been produced in Court.

18. We have perused the original receipt available on the original record as per which a sum of ₹2,45,825/- has been received by the petitioner. There are signatures of the petitioner on the revenue stamp on which she had signed with blue ink on 13.09.2002. However, the words “signed under protest” appear to have been added later on with black ink which is different than the ink with which signatures have been done. The said receipt after getting scanned is reproduced as under:-

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Smt. Archana Aggarwal W/O
Sh. Arunesh Aggarwal R/O
H.No. 513, Sector 11- B,
Chandigarh.

RECEIPT
=====

RECEIVED FROM HARYANA URBAN DEVELOPMENT AUTHORITY PANCHKULA.

CHEQUE NO. 176036 DATED 12-09-02

FOR RS. 2,45,824=00 (Rs Two Lacs Forty five thousand eight hundred twenty four only)

IN ACCOUNT Refund of ~~SURRENDER OF~~ PLOT NO. 2071 SECTOR 21

PANCHKULA Signed under protest
13-09-02

(ARCHANA AGGARWAL)

19. From the original record, there is clear indication that a request for surrender of the plot has been made by the petitioner which was duly processed by the respondents-authorities. The contents of the application, dated 16.08.2002 (Annexure P-31) are further authenticated by the fact that the same subject matter “surrender” has been mentioned in the official noting and secondly, the original allotment letter which is stated to have been enclosed with Annexure P-31 is available on the official record, which has been produced in Court today. As such, from the averments made in the present petition, no inference can be drawn that the respondents have relied upon a forged communication dated 16.08.2002.

20. The request made by the petitioner, vide Annexure P-17 to refund the amount, clearly indicate that she was not in a position to make the balance payment as per the terms and conditions of the allotment letter. The appeal filed by her challenging the demand of pending installments and imposition of the penalty was dismissed and after that she had made the said request for refund of her amount. The respondents had graciously accepted the said request. The most important factor is that the original allotment letter has been returned by the petitioner to the respondent which we have seen today on the original record, which has been placed before us, in terms of the order dated 29.03.2023 passed by the co-ordinate Bench of this Court. In case the petitioner wanted to take back the possession as so mentioned in Annexure P-17, the original allotment letter would not have been returned and refund of the payment would not have been requested.

21. The petitioner had tried to mis-use the provisions of law just to drag the proceedings. After taking the refund back and returning the original letter, she filed a complaint before the State Consumer Redressal Commission and during the pendency of the matter before the said Commission, the petitioner had issued a legal notice, dated 15.02.2006 (Annexure P-19) and reply given by the respondent, dated 23.05.2006 (Annexure P-20) was only in the shape of a communication of the existing facts whereby it was informed to the petitioner that she had surrendered the plot with her own sweet will and surrender value has already been refunded to her, vide cheque No. 176036, which had been accepted by her. She was also intimated that she had returned the original allotment letter for its cancellation. By way of the said communication, no order was passed under Section 17 (4) of the Haryana Urban Development Authority Act, 1977, which provides for issuing a notice, demanding outstanding dues, imposing penalty and resumption on account of non-payment of the outstanding dues and the penalty. Despite that the communication dated 23.05.2006 (Annexure P-20) was challenged by way of filing an appeal 15.03.2011 (Annexure P-27). Challenging the said communication is clearly mis-use of the process of law. After the dismissal of the said appeal, vide order dated 10.06.2008 (Annexure R-7), the petitioner further challenged the dismissal order by way of filing a revision petition which was also dismissed, vide order dated 06.07.2011 (Annexure R-8). After filing the aforesaid frivolous appeal and revision, which were not at all maintainable and could not have been filed, the petitioner even continued with the proceedings before the State Consumer Redressal Commission. The order dated 08.12.2010 (Anenxure P-22), i.e. dismissal of the

consumer complaint by the State Consumer Redressal Commission was challenged before the National Consumer Disputes Redressal Commission by way of filing an appeal and even the said appeal was dismissed, vide order dated 23.08.2012 (Annexure P-29). The remedy against the order of dismissal of an appeal by National Consumer Disputes Redressal Commission could have been by way of filing a Special Leave Petition, but the petitioner filed the present writ petition on the same facts after 8 years with the allegations that a forged document was presented before the State Consumer Redressal Commission.

22. The petitioner has tried to blow hot and cold. On one hand, the petitioner had filed a consumer complaint alleging deficiency in service that too after facing a notice which was issued on account of non-payment of the balance sale consideration and after receiving the refund of the amount paid. On the other hand, she requested for allotment of the plot by way of filing an application for amendment of the consumer complaint and by way of issuing a legal notice. The State Consumer Commission had considered and decided the point as to whether it was not a voluntary surrender of the plot and as to whether the petitioner is entitled for compensation. After the said point was settled and finally decided upto the National Consumer Disputes Redressal Commission, the present writ petition has been filed seeking the same relief for restoration of the original plot.

23. In view of the above, we are of the considered opinion that the petitioner has clearly misused the process of law and by way of filing the present petition, a lot of Court time has been wasted. Hence, the petition is liable to be dismissed with heavy costs.

24. Consequently, the present petition is dismissed. Costs of ₹5,00,000/- is imposed upon the petitioner for wastage of the Court time, to be recovered through the Collector, Chandigarh and to be deposited with the PGI Poor Patients Welfare Fund, Chandigarh.

25. Pending miscellaneous applications, if any, also stand disposed of. Original record be handed over to Mr. Deepak Sabherwal, Advocate, and receipt be taken of the same.

(G.S. SANDHAWALIA)
JUDGE

(HARPREET KAUR JEEWAN)
JUDGE

August 17, 2023
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Whether Speaking	Yes
Whether Reportable	Yes