

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

CWP-20994-2018

Date of decision: 29.11.2023

Harsh Mehta

... Petitioner

Versus

Haryana Urban Development Authority and another

... Respondents

**CORAM: HON'BLE MR. JUSTICE ARUN PALLI
HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Ms. Anju Arora, Advocate, and
Ms. Alisha Arora, Advocate, for the petitioner.

Mr. Pankaj Kundra, Advocate, for
Mr. Deepak Sabherwal, Advocate, for the respondents.

ARUN PALLI, J. (Oral)

The petitioner herein has prayed for the following substantive relief:

**“Civil Writ Petition under Article 226/227 of the
Constitution of India for issuance of a writ in the nature
of certiorari to quashing the letter dated 1.9.2017
(Annexure P-1), vide which the enhancement has been
demanded from the petitioner**

AND/OR

**to grant of benefit of one time settlement scheme dated
15 May, 2018, vide which rebate of 40% is to be given
and further to refund the extra amount charged from
the petitioner as interest, compound interest and penalty
and the amount to charges be refunded with the interest
@ 18% per annum.”**

Vide allotment letter dated 09.08.2016 (P-8), the petitioner was allotted a residential plot bearing No.289GP, Category Residential (10 Marla), Sector 7B, Urban Estate, Faridabad, on free hold basis. Learned counsel for the petitioner submits that in terms of the letter of allotment, the petitioner has since paid the entire sale consideration. She submits that vide communication dated September 1, 2017, the petitioner was asked to deposit an additional cost owing to enhancement granted by the Court qua the acquired land. And, it was observed that in case the said amount was not deposited within 30 days, the petitioner would be liable to pay interest @ 15% per annum. She submits that as the petitioner deposited the entire principal amount, i.e. Rs.10,67,441/- within the stipulated period of 30 days, therefore, he was not liable to pay any interest. However, she submits that despite deposit of the entire sale consideration, an amount of Rs.52,690/- was still being shown as outstanding on the web-portal of the authorities. But, even the said amount (Rs.52690/-) plus Rs.4028/- were deposited by the petitioner on April 12, 2018. Though, subsequently it transpired that demand for additional cost was predicated on the enhancement granted by the Court in September, 2015. Whereas, the plot in question was allotted to the petitioner in August, 2016. Thus, the petitioner was not obliged to deposit any additional cost. For the authorities, in any case, must have factored in the enhancement awarded by the Court before allotment and finalizing the price of the site. Therefore, she submits that the petitioner is, in fact, entitled to refund of the entire amount deposited by him.

As opposed to this, learned counsel for the respondents has drawn our attention to the stand set out by the respondents in para 4 of the written statement, which shows that it was only the tentative price of the plot(s),

carved out in Sector 77 & 78, Faridabad, that was finalized on 11.09.2015. And the amount was worked out without taking into account the enhancement awarded by this Court. Reliance in this regard is placed upon the noting (Annexure R-1), vide which the calculations as regard the tentative price were approved by the authorities. Likewise, he also refers to clause 9 of the allotment letter: ***“The above price is tentative to the extent that any Enhancement in the cost of land awarded by the Competent Authority under the Land Acquisition Act shall also be payable proportionately as determined by the Authority. The additional price determined shall be paid within 30 days of its demand.”***, and submits that the petitioner being bound by the terms and conditions of allotment, any additional cost that is required to be paid, owing to enhancement awarded by the Court, is squarely the liability of the petitioner. He, however, at this stage, submits that without prejudice to the rights and interests of either of the parties, and their respective pleadings before this Court, let this petition be disposed of, to enable the respondent-authorities to re-visit the matter in issue and examine the claim/grievance of the petitioner. And pass necessary orders in accordance with law, after affording an opportunity of hearing to him.

Learned counsel for the petitioner is in agreement with the course suggested by learned counsel for the respondents and submits that let this petition be disposed of, in terms of the statement made by him. However, she submits that as the matter is pending since 2018, the authorities be directed to take a decision within a specified time.

To this, learned counsel for the respondents submits that Estate Officer, HUDA, Faridabad (respondent No.2) is the competent authority and

the necessary orders shall be passed by him within a period of two months from today. Further, he submits that the petitioner shall also be at liberty to furnish any fresh material on record in support of his claim within a week from today.

The petition is accordingly disposed of, in terms of the statements made by learned counsel for the parties. This Court is sanguine that the authorities shall exercise the matter in the right earnest. And, appropriate orders, in accordance with law, shall be passed within the time indicated by the learned counsel for the respondent(s).

Needless to assert that this order shall not constitute any expression of opinion on the merits of the case of either party, for, as indicated above, the competent authority shall examine the concerns/grievances of the petitioner, strictly in accordance with law.

(Arun Palli)
Judge

(Vikram Aggarwal)
Judge

29.11.2023
Rajan

Whether speaking / reasoned:	YES/NO
Whether Reportable:	YES/NO