

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

(110)

CWP-16139-2023

Decided on : 28.07.2023

Sukhraj and others

.....Petitioner(s)

Versus

State of Haryana and others

.....Respondent(s)

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

Present: Mr. Pawan Kumar, Senior Advocate with
Mr. Surya Kumar, Advocate for the petitioner (s).

G.S. Sandhawalia, J. (Oral)

Challenge in the present writ petition filed under Article 226/227 of the Constitution of India is to the transfer/donation of the land by respondent No.5 in favour of respondent Nos.2 to 4, which are State authorities. It is alleged that it is by way of conspiracy and the land of the petitioners had been transferred/donated by way of Gift Deeds dated 05.08.2022 (Annexure P-5) and 11.01.2023 (Annexure P-6) and resultantly challenge is made to the said Gift Deeds.

2. Apparently, the petitioners are stated to have entered into a Memorandum of Understanding on 23.10.2006 (Annexure P-1) with the developer/respondent No.5 for 10 acres of land. Thereafter, a Collaboration/Development Agreement has also been entered on 24.10.2006 (Annexure P-2). Apparently, a dispute had arisen *inter se* and the matter had also been referred to the Arbitrator and a compromise had been arrived at and a supplementary agreement had been entered into. In pursuance of the said agreement, General Power of Attorney had also been given which was duly registered on 19.08.2015, which also finds mention in the gift deeds, which are

for the purpose of providing a 12/24 meter road and for a Switching Station as per the approved layout plan, which are subject matter of challenge.

3. Senior Counsel for the petitioner has sought to refer to the terms of the said power of attorney to the extent that gift deed entered into is not permissible as per Clause 16, though under the said Clause there is a reference to sell, lease, transfer the land by way of gift, mortgage, conveyance etc.

4. In our considered opinion that the Collaboration Agreement itself provides that the matter is to be referred to the Sole Arbitrator in case of any dispute, as per Clause 30, which reads as under:-

“30. All disputes arising out of or in connection with this agreement shall be resolved by mutual discussions between the Owners and developer within 15 (fifteen) days of the said dispute arising failing which such disputes shall be referred to conciliation in terms of the Arbitration and conciliation act, 1996 and any statutory modifications or re- enactments thereof. If the conciliation proceedings fail to resolve the disputes then the disputes will be referred for Arbitration to a mutually agreed Sole Arbitrator, being a retired judge of the Supreme Court of India. The award of the arbitrator will be a condition precedent to any action. under this agreement. This agreement shall be subject to the exclusive jurisdiction of Courts at Delhi to the specific exclusion of all other Courts and the venue for arbitration shall be at New Delhi alone. The arbitrator will be required to give a reasoned award within a period of 4(four) months of entering the reference.

5. A perusal of the said clause would go on to show that the agreement is also subject to the exclusive jurisdiction of Courts at Delhi and the specific exclusion of all other Court. It is a matter of record that earlier there was an Arbitrator appointed, which would be clear from the Supplementary Award dated 26.10.2010 (Annexure P-3) as Justice R.N.

Aggarwal was appointed and an application had also been filed for adjudication of the dispute.

6. In such circumstances, we are of the considered opinion that if there is any dispute as such regarding the gift deeds which had been entered into qua the land which is subject matter of development as per License No.58 of 2017, it is for the petitioners to invoke the jurisdiction of the abovesaid clause. Eventually the dispute as such projected is that whether the petitioners have been negatively affected regarding their share which had accrued to them as per the Collaboration Agreement, in view of the land having been transferred for development purposes to the official respondent.

7. Resultantly, we do not feel that it is a fit case to exercise our extra-ordinary writ jurisdiction, keeping in view the law laid down in **United Bank of India Vs.Satyawati Tondon & others, (2010) 8 SCC 110**, as there is an alternate remedy available to the petitioners. The present writ petition stands dismissed in limine.

(G.S. SANDHAWALIA)
JUDGE

(HARPREET KAUR JEEWAN)
JUDGE

28.07.2023
Naveen

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