

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

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2023:PHHC:108343-DB

CWP-18011-2023

Date of Decision: 21.08.2023

Rajeev Kumar

.....Petitioner(s)

Versus

State of Punjab and others

....Respondent(s)

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

Present: Mr. Ravi Sharma, Advocate,
for the petitioner.

G.S.SANDHAWALIA, J. (Oral)

1. Prayer made in the present writ petition filed under Articles 226 and 227 of the Constitution of India is for issuance of directions to the respondents to refund the excess amount charged from him in violation of the terms and conditions of the allotment letter dated 19.11.2007 (Annexure P-2) alongwith interest @12% p.a. Additional claim of compensation of Rs.10,00,000/- on account of mental agony and harassment for not delivering the plot from 2010 to March, 2023 in spite of receiving the full payment is also prayed for.

2. Counsel for the petitioner has submitted that he would be satisfied if directions are issued at this stage to the respondent-Trust for acting upon the legal notice dated 10.05.2023 (Annexure P-16) regarding the additional amount which has been received by the Trust and for refund of the same alongwith interest. Regarding the other aspect of compensation, since disputed questions would arise, he prays for liberty to approach the alternate forum in accordance with law.

3. Notice of motion.

4. Mr. V.G. Jauhar, Addl. A.G., Punjab, on the asking of the Court, accepts notice on behalf of the respondents. Keeping in view the issue involved, do not propose to call for reply as it would only delay the proceedings.

5. In sum and substance, the grouse of the petitioner is that a plot was allotted bearing plot No.278-A, Corner (Maharaja Ranjit Singh Avenue), G.T. Road, Bye Pass, Jalandhar on 19.11.2007 in favour of Dharam Pal, father of the present petitioner, who expired on 08.04.2010. The same was transferred in favour of the petitioner vide transfer deed dated 25.07.2011 (Annexure P-4). The area of the plot was stated to be 150 sq. yds. as per the pleadings and which is also verified from communication dated 17.04.2015 (Annexure P-7). The area then increased to Rs.195.51 sq. yds. and a demand of Rs.8,19,214/- was asked as per Annexure P-7 itself. The demand is stated to have been reduced to Rs.5,73,360/- vide letter dated 07.02.2020 (Annexure P-9) and the deposit was thereafter made. Vide letter dated 29.03.2022, the Trust decreased the area from 197.29 sq. yds. to 174.34 sq. yds. (Annexure P-14). It is in such circumstances, the petitioner claims decision for refund of the excess amount taken which was duly deposited.

6. Keeping in view that there is no decision taken on the legal notice dated 10.05.2023 (Annexure P-16), we direct respondent No.3 to take a decision on the said legal notice regarding the refund of the excess amount on account of the decrease of the area of the plot alongwith interest within a period of 8 weeks from the date of receipt of certified copy of the order. The possession was handed over on 22.03.2022 and, therefore, the petitioner has

also raised claim that the non-construction charges which have already

been deposited are not leviable on him, as averred in the legal notice also. The said issue be also decided by respondent No.3. Needless to say, if the amount is found not liable to be refunded, a reasoned order be passed and communicated to the petitioner. The right of the petitioner to seek his compensation on account of delay in handing over the possession is left open to be agitated before a Court of competent jurisdiction, as noticed above.

(G.S. SANDHAWALIA)
JUDGE

21.08.2023
shivani

(HARPREET KAUR JEEWAN)
JUDGE

Whether reasoned/speaking	Yes
Whether reportable	No