

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH**  
**AT JAMMU**

OWP No. 877/2015  
c/w  
OWP No. 54/2007  
OWP No. 1036/2008  
OWP No. 878/2015  
OWP No. 879/2015  
OWP No. 880/2015  
OWP No. 881/2015  
OWP No. 882/2015  
OWP No. 883/2015  
OWP No. 884/2015  
OWP No. 1698/2015  
OWP No. 1705/2015  
OWP No. 1769/2015  
OWP No. 1812/2015  
OWP No. 1829/2015  
OWP No. 1909/2015  
OWP No. 06/2016  
OWP No. 67/2016  
OWP No. 74/2016  
OWP No. 97/2016  
OWP No. 105/2016  
OWP No. 107/2016  
OWP No. 109/2016  
OWP No. 111/2016  
OWP No. 118/2016  
OWP No. 121/2016  
OWP No. 147/2016  
OWP No. 167/2016  
OWP No. 175/2016  
OWP No. 214/2016  
OWP No. 215/2016  
OWP No. 264/2016  
OWP No. 287/2016  
OWP No. 486/2016  
OWP No. 655/2016  
OWP No. 806/2016  
OWP No. 1087/2016  
OWP No. 467/2017



Kusum Kumari

.... Petitioner/Appellant(s)

Through:- Mr. L. K. Sharma, Sr. Advocate with  
Mr. Deepak Khajuria, Advocate  
Mr. S. K. Anand, Advocate  
Mr. Sumir Pandita, Advocate  
Mr. I. H. Shah, Advocate  
Mr. Udhay Bhaskar, Advocate  
Mr. K. K. Jandial, Advocate  
Mr. M. Y. Akhoun, Advocate  
Mr. J. P. Sharma, Advocate  
S. Mandeep Singh, Advocate  
Ms. Pooja Pandita, Advocate vice  
Mr. Amarvir Manhas, Advocate  
Ms. Arsha Sharma, Advocate vice  
Mr. Sachin Gupta, Advocate

V/s

State of J&K & ors.

.....Respondent(s)

Through:- Ms. Monika Thakur, assisting counsel to  
Mr. S. S. Nanda, Sr. AAG  
Mr. Adarsh Sharma, Advocate  
Mr. Sachin Dogra, Advocate

**CORAM : HON'BLE MRS. JUSTICE SINDHU SHARMA, JUDGE**

**JUDGMENT**

28.02.2024

**01.** In all these petitions, the issue involved is common, as such, on the request of the parties, these petitions are admitted and taken up for final consideration.

**02.** Briefly stated the relevant facts in all these petitions are as under:-

(i) In OWP No. 54/2007, the land measuring 01 Kanal 18 Marlas in Khasra No. 338-min at village Bahu, Tehsil & District Jammu was leased out in favour of the petitioner vide lease Deed dated 10.07.2003 for a period of 99 years on premium of Rs.2,85,000/- which was deposited by the petitioner. The allotment of the land in favour of the petitioner was cancelled by Secretary, JDA, Jammu, vide order No. VC/742/50/PS dated 21.09.2006 and order No.JDA/Land/VC Section 873-78 dated 14.10.2006 passed by the Vice Chairman JDA, without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 21.09.2006 and 14.10.2006 vide which allotment of the land in his favour has been cancelled;

(ii) In OWP No. 1036/2008, the petitioner was allotted Plot measuring 2759 sqft bearing No. 24 in Sector No. 6 at Roop Nagar Housing Colony, Jammu vide allotment letter No. JDA/RN/537 dated 16.01.2003. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs.3,33,124/- and the petitioner deposited Rs. 1,66,562/- on 19.03.2003 and deposited 2<sup>nd</sup> installment on 13.05.2003. The allotment of the land in favour of the petitioner was cancelled by Secretary, JDA, Jammu, vide order

No. JDA/RN/148-53 dated 21.04.2007 without issuing any show cause notice to him or affording any opportunity of hearing. Petitioner seeks quashing of the impugned order dated 21.04.2007 vide which allotment of the plot in his favour has been cancelled;

(iii) In OWP No. 878/2015, the petitioner was allotted Plot No. 12-P in Sector No. 7-Ext. at EWS Housing Colony Opposite Roop Nagar Colony, Jammu vide allotment letter No. JDA/EWS/RN/294 dated 21.01.2003. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs. 97,768/- which was deposited on 23.03.2003. The letter of handing over the possession was issued vide Letter No. JDA/DIV-II/EWS/1409-10 on 24.03.2003 and Lease Deed was executed on 15.02.2003. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. The petitioner, thus, prays for a direction to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(iv) In OWP No. 879/2015, the petitioner was allotted Plot measuring 960 sqft bearing No. 10A in Sector No. 3 at EWS Opposite Roop Nagar, Jammu vide allotment letter No. JDA/EWS/RN/213 dated 14.11.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs. 66,816/- which was deposited on 15.11.2002. The letter of handing over the possession was issued vide Letter No. JDA/DIV-II/EWS/896-901 on 02.12.2002 and Lease Deed was executed on 18.11.2002. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. The petitioner seeks a direction in this petition to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(v) In OWP No. 880/2015, the petitioner was allotted Plot measuring 1302 sqft bearing No. 1A in Sector No. 7 at EWS Colony Opposite Roop Nagar, Jammu vide allotment letter No. JDA/EWS/RN/123 dated 20.08.2002. The plot was allotted on lease

hold basis for a period of 40 years on premium of Rs. 90,619/- which was deposited on 23.08.2002. The letter of handing over the possession was issued vide Letter No.JDA/DIV-II/Land/71-76 on 28.10.2002 and Lease Deed was executed on 21.10.2002. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. The petitioner, thus, prays for a direction to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(vi) In OWP No. 881/2015, the petitioner was allotted Plot No. A9 in Sector No. 3 at EWS Colony Opposite Roop Nagar, Jammu vide allotment letter No. JDA/672-73 dated 28.09.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs. 69,600/- which was deposited on 30.09.2002. The letter of handing over the possession was issued vide Letter No.JDA/DIV-II/EWS/640-46 on 23.10.2002 and Lease Deed was executed which was registered on 11.10.2002. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. The petitioner prays for a direction to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(vii) In OWP No. 882/2015, the petitioner was allotted Plot No. 8-A in Sector No. 3 at EWS Colony Opposite Roop Nagar, Jammu vide allotment letter No. JDA/EWS/RN/212 dated 14.11.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs. 84,912/- which was deposited on 15.11.2002. The letter of handing over the possession was issued vide Letter No.JDA/DIV-II/EWS/890-95 on 02.12.2002 and Lease Deed was executed which was registered on 18.11.2002. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. In this petition, the petitioner seeks for a direction to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(viii) The petitioner in OWP No. 883/2015 was allotted Plot No. 14 in Sector No. 1A at Bantalab, Housing Colony, Phase-II, Jammu vide allotment letter No. Secy/JDA/844 dated 20.12.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs. 72,767/- which was deposited on 01.01.2003. The letter of handing over the possession was issued vide Letter No.JDA/DIV-II/B.T/2193-98 on 05.05.2003 and Lease Deed was executed which was registered on 03.02.2003. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. Prayer in this petition for a direction to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(ix) In OWP No. 884/2015, the petitioner was allotted Plot No. 7-A in Sector No. 3 at EWS Colony Opposite Roop Nagar, Jammu vide allotment letter No. JDA/EWS/RN/182-83 dated 23.10.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs. 69,600/- which was deposited on 23.10.2002. The letter of handing over the possession was issued vide Letter No.JDA/DIV-II/RN/720-25 on 08.11.2002 and Lease Deed was executed which was registered on 30.10.2002. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. The petitioner, thus, prays for a direction to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(x) In OWP No. 1698/2015, the petitioner was allotted shop site No. 8 Yard/Extension IInd at Transport Nagar Jammu vide allotment letter No. JDA/TPY/227 dated 16.07.2002. The shop was allotted on lease hold basis for a period of 40 years and the petitioner deposited Rs. 66,666/- on 17.07.2002 and again deposited Rs. 66,666/- on 18.07.2002. Lease Deed was also executed on 29.08.2002. The letter of handing over the possession was issued vide Letter No.JDA/TPY/314-16 on 06.09.2002. The allotment of the shop site in favour of the petitioner was cancelled by respondent

No. 2 vide order No. JDA/2524-26 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. Petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the shop in favour of the petitioner has been cancelled;

(xi) In OWP No. 1705/2015, the petitioner was allotted Plot No. 14 in Sector No. 7 Ext. at EWS Housing Colony Opposite Roop Nagar Colony, Jammu vide allotment letter No. JDA/EWS/RN/299 dated 25.01.2003. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs. 73,985/- which was deposited on 30.01.2003. The letter of handing over the possession was issued vide Letter No. JDA/EWS/RN351-52 on 24.02.2003 and Lease Deed was executed on 17.02.2003. It is submitted by the petitioner that the respondents are depriving him from his lawful possession, without any authority. The petitioner, thus, prays for a direction to restrain the respondents from depriving the petitioner for his rightful possession over the plot allotted in his favour;

(xii) In OWP No. 1769/2015, the petitioner was allotted Plot No. 8 measuring 9625 sqft in Yard Nos. 5,7,8 and 12 Extension II, Transport Nagar Jammu in the year 2002. The plot was allotted on lease hold basis for a period of 40 years and the petitioner deposited Rs.7,12,963/- and Lease Deed was also executed on 18.11.2002. The letter of handing over the possession was issued vide Letter No. JDA/TPY/314-16 on 27.11.2002 and JMC vide its sanction dated 04.03.2006 also granted permission for raising construction of booking agency. The allotment of the land made in favour of the petitioner was cancelled by respondent No. 2 vide order No. JDA/2382-84 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. By way of this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the plot in favour of the petitioner has been cancelled;

(xiii) In OWP No. 1812/2015, the petitioner was allotted Shop No. 26 measuring 15 x 40 Extension 2 at Transport Nagar, Jammu vide allotment letter No. JDA/TPT/12 dated 29.12.2001. The shop was allotted on lease hold basis for a period of 40 years on premium of Rs.44,445/- which was deposited on 25.01.2002. The lease Deed was executed on 03.04.2002. The letter of handing over the possession was issued vide Letter No.JDA/TPY/135-37 on 19.04.2002. The allotment of the land in favour of the petitioner was cancelled by respondent No. 2, vide order No. JDA/RN/2488-90 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the Shop in favour of the petitioner has been cancelled;

(xiv) In OWP No. 1829/2015, the petitioner was allotted Shop site No. 400 & 401 Yard No. 6 measuring 15' x 40' each at Transport Nagar (Truck Terminal) near Railway Station, Jammu vide allotment letter No. JDA/TPY/187-88 dated 20.05.2002. The shop was allotted on lease hold basis for a period of 40 years on premium of Rs.4,44,000/- which was deposited on 04.06.2002. The lease Deed was executed on 07.09.2002. The letter of handing over the possession was issued vide Letter No.JDA/TPY/400 & 401/Yard-6/453-55 on 17.12.2002. The allotment of the land in favour of the petitioner was cancelled by respondent No. 2, vide order No. JDA/12545-47 dated 12.09.2015 as well as decision of the Board of Directors of JDA dated 11.06.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the shop in favour of the petitioner has been cancelled;

(xv) In OWP No. 1909/2015, the petitioner was allotted land measuring 01 Kanal at Ban Talab, Jammu vide allotment letter No. JDA/Gen Desp/961 dated 25.09.2002. The land was allotted on lease hold basis for a period of 40 years on premium of Rs.4,44,000/- which was deposited on 27.09.2002. The lease Deed

was executed on 01.11.2002. The letter of handing over the possession was issued vide Letter No.JDA/II/126-32 on 03.01.2003. The allotment of the land in favour of the petitioner was cancelled by respondent No. 2, vide order No. JDA/2286-88 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

**(xvi)** In OWP No. 06/2016, the petitioner was allotted shop site No. 331 Yard No. 6, Transport Nagar Narwal, Jammu vide allotment letter No. JDA/TPY/15'x40'/14 dated 08.04.2003. The shop was allotted on lease hold basis for a period of 40 years on premium of Rs.2,22,223/- which was deposited on 09.04.2003. The lease Deed was executed on 28.04.2003. The letter of handing over the possession was issued vide Letter No.JDA-I/445-51 on 07.05.2003. The allotment of the shop in favour of the petitioner was cancelled by respondent No. 2, vide order No. JDA/2473-75 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the shop in favour of the petitioner has been cancelled;

**(xvii)** In OWP No. 67/2016, the petitioner was allotted a Kiosk measuring 6' x 8' (48 sqft) adjoining the Tube Well at General Bus Stand Jammu vide allotment letter No. JDA/GBS/482-83 dated 27.01.2003 as per the terms and conditions vide No. JDA/R/GBS/189-90 dated 21.05.2002. The premium for the same was also deposited and was paying the rent regularly. The lease Deed was executed on 25.02.2003. The letter of handing over the possession was issued vide Letter No.JDA-II/GBS/156-62 on 08.03.2003. The allotment of the Kiosk in favour of the petitioner was cancelled by respondent No. 3, vide order No. JDA/2196-98 dated 12.09.2015 without issuing any show cause notice to the petitioner or affording any opportunity of hearing. In this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide

which allotment of the Kiosk in favour of the petitioner has been cancelled;

**(xviii)** In OWP No. 74/2016, the petitioner was leased out space measuring 76.43 spft under the stair case at General Bus Stand, Jammu vide regularization letter No. JDA/GBS/427 dated 23.11.2002. The space was allotted on lease hold basis for a period of 20 years on premium of Rs.53,952/- and monthly rent of Rs. 3/- per sqft. and the petitioner had paid premium of Rs. 60,000/-. The lease Deed was executed on 12.12.2002. The letter of handing over the possession was issued vide Letter No.JDA/GBS/119-25 on 30.12.2002. The allotment of the space in favour of the petitioner was cancelled by JDA, vide order No. JDA/2187-89 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner, thus, seeks quashing of the order dated 12.09.2015 vide which allotment of the space in favour of the petitioner has been cancelled;

**(xix)** In OWP No. 97/2016, the petitioner was allotted a Shop No. 16 at Commercial Complex Janipur near State Bank of India vide allotment Letter No. JDA/SWP/JP/S.B.I./247 dated 04.12.2002. The shop was allotted on lease hold basis for a period of 30 years as per the terms and conditions prescribed in letter dated 04.12.2002. The Rent Deed was executed on 25.02.2003. The letter of handing over the possession was issued vide Letter No.JDA/Shop-16/SBI/JP/259-60 on 13.03.2003. The allotment of the shop in favour of the petitioner was cancelled by JDA, vide impugned order No. JDA/2112-14 dated 12.09.2015, without issuing any show cause notice to him or affording any opportunity of hearing. By way of this petition, petitioner, thus, seeks quashing of the order dated 12.09.2015 vide which allotment of the space in favour of the petitioner has been cancelled;

**(xx)** In OWP No. 105/2016, the petitioner was allotted Plot No. N-7 in Sector No. 4 at EWS Colony, Opposite Roop Nagar, Housing Colony, Jammu vide allotment Letter No.JDA/Div-II-EWS/864-69-63 dated 26.11.2002. The land was allotted on lease

hold basis for a period of 40 years on premium of Rs.2,17,000/- which was also deposited. The lease Deed was executed on 07.08.2002. The letter of handing over the possession was issued vide Letter No.JDA/Div-II/EWS/864-69 on 26.11.2002. The allotment of the plot in favour of the petitioner was cancelled by respondent No. 2, vide order No. JDA/2241-43 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner prays for quashing of the order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

**(xxi)** In OWP No. 107/2016, the petitioner was allotted Plot No. 6-N in Sector No. 4 at EWS Colony, Opposite Roop Nagar, Housing Colony, Jammu vide allotment Letter No.JDA/EWS/RN/82-83 dated 20.06.2002. The land was allotted on lease hold basis for a period of 40 years on premium of Rs.2,29,056/- which was also deposited. The lease Deed was executed on 07.08.2002. The letter of handing over the possession was issued vide Letter No.JDA/Div-II/EWS/858-63 on 26.11.2002. The allotment of the plot in favour of the petitioner was cancelled by respondent No. 2, vide order No. JDA/2235-37 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the land in his favour has been cancelled;

**(xxii)** In OWP No. 109/2016, the petitioner was allotted a Kiosk measuring 8' x 8' at General Bus Stand vide allotment letter No. Secy/JDA/635-37 dated 04.06.2002. The said Kiosk was allotted on lease hold basis after depositing its premium. The lease Deed/Rent Deed was executed on 06.11.2002. The letter of handing over the possession was issued vide Letter No.JDA/GBS/449-52 on 17.12.2002. The allotment of the kiosk in favour of the petitioner was cancelled by JDA, vide order No. JDA/2193-95 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner

prays for quashing of the order dated 12.09.2015 vide which allotment of the Kiosk in favour of the petitioner has been cancelled;

**(xxiii)** In OWP No. 111/2016, the petitioner was allotted Plot No. 27P in Sector No. 1-A measuring 1500 sqft. at Bantalab Housing Colony, Jammu vide allotment Letter No.JDA/Plots/BT/805-6 dated 26.10.2002. The land was allotted on lease hold basis for a period of 40 years on premium of Rs.67,650/- which was also deposited. The lease Deed was executed on 11.11.2002. The letter of handing over the possession was issued vide Letter No.JDA/Div-II/BT/1004-09 on 26.12.2002. The allotment of the plot in favour of the petitioner was cancelled by JDA, vide order No. JDA/2349-51 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner, thus, seeks quashing of the order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

**(xxiv)** In OWP No. 118/2016, the petitioner was allotted Shop No. 2 in Sector No. 3 at Trikuta Nagar, Jammu vide allotment Letter No.JDA/TN/Shops-2/50 dated 06.02.2002. The land was allotted on lease hold basis for a period of 30 years on premium of Rs.5,10,000/- which was also deposited. The lease Deed was executed on 06.03.2002. The letter of handing over the possession was issued vide Letter No.JDA-I/503-08 on 08.05.2002. The allotment of the plot in favour of the petitioner was cancelled by JDA, vide order No. JDA/2085-87 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

**(xxv)** In OWP No. 121/2016, the petitioner was allotted Shop No. 1 in Sector No. 3 at Trikuta Nagar, Jammu vide allotment Letter No.JDA/TN/Shops-1/49 dated 06.02.2002. The land was allotted on lease hold basis for a period of 30 years on premium of

Rs.5,25,000/- which was also deposited. The lease Deed was executed on 06.03.2002. The letter of handing over the possession was issued vide Letter No.JDA-I/497-502 on 08.05.2002. The allotment of the plot in favour of the petitioner was cancelled by JDA, vide order No. JDA/2091-93 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. By way of this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

**(xxvi)** In OWP No. 147/2016, the petitioner was allotted Plot No. S-9 measuring 20' x 40' at Bahu Fort Housing Colony, Jammu vide allotment Letter No.JDA/NBC/25 dated 23.04.2003. The plot was allotted on lease hold basis for a period of 30 years on premium of Rs.19,250/- which was also deposited. The lease Deed was executed on 02.05.2003. The letter of handing over the possession was issued vide Letter No.JDA-I/NDF/876-77 on 25.01.2008. The allotment of the plot in favour of the petitioner was cancelled by JDA, vide order No. JDA/2142-44 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

**(xxvii)** In OWP No. 167/2016, the petitioner was allotted Plot No. 34 in Sector No. 1-A measuring 30' x 60' at Phase II Ind Rajinder Nagar (Bantalab), Jammu vide allotment Letter No.JDA/Div-II/BT/350-55 dated 04.06.2003. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs.74,000/- which was also deposited. The lease Deed was executed on 06.01.2003. The letter of handing over the possession was issued vide Letter No.JDA/Div-II/BT/350-55 on 04.06.2003. The allotment of the plot in favour of the petitioner was cancelled by JDA, vide order No. JDA/2352-54 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. In this petition, the petitioner seeks quashing of the

order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

(xxviii) In OWP No. 175/2016, the petitioner was allotted Shop/Site No. 45 Extension IInd at Transport Nagar, Narwal, Jammu vide allotment Letter No.JDA/TPY/228 dated 16.07.2002. The Shop/Site was allotted on lease hold basis for a period of 40 years on premium of Rs.66,666/- which was deposited on 08.08.2002. The lease Deed was executed on 09.10.2002. The letter of handing over the possession was issued vide Letter No.JDA/TPY/344-46 on 23.10.2002. The allotment of the Shop/Site in favour of the petitioner was cancelled by JDA, vide order No. JDA/2301-2303 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the Shop/Site in favour of the petitioner has been cancelled;

(xxix) In OWP No. 214/2016, the petitioner was allotted Shop/Site No. 27 Extension II at Transport Nagar, Narwal, Jammu vide allotment Letter No.JDA/Gen-Desp/263-64 dated 23.05.2002. The Shop/Site was allotted on lease hold basis for a period of 90 years on premium of Rs.2,22,000/- which was also deposited. The lease Deed was executed on 01.07.2002. The letter of handing over the possession was issued vide Letter No. JDA/Gen-Desp/538-40 on 24.07.2002. The allotment of the Shop/Site in favour of the petitioner was cancelled by JDA, vide order No. JDA/2485-87 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the Shop/Site in favour of the petitioner has been cancelled;

(xxx) In OWP No. 215/2016, the petitioner was allotted Shop/Site measuring 12' x 10' at Housing Colony Shopping Complex at Mini Complex, JDA (Behind Hotel Asia), Nehru Market, Jammu vide allotment Letter No.JDA/Gen-Desp/1082 dated 29.10.2002. The Shop/Site was allotted on lease hold basis

for a period of 05 years on rent/premium of Rs.360/- per month which was also deposited. The lease Deed was executed on 16.11.2002. The letter of handing over the possession was issued vide Letter No. JDA-I/3281-86 on 28.11.2002. The allotment of the Shop/Site in favour of the petitioner was cancelled by JDA, vide order No. JDA/2184-86 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition prays for quashing of the order dated 12.09.2015 vide which allotment of the Shop/Site in favour of the petitioner has been cancelled;

**(xxxi)** In OWP No. 264/2016, the petitioner was allotted plot at Ban Talab Housing Colony, Phase-I Rajinder Nagar, Jammu vide allotment Letter No.JDA/Plots/BT/844 dated 09.12.2002. The Plot was allotted against the premium fixed and the same was also deposited. The allotment of the plot in favour of the petitioner was cancelled by JDA, vide order No. JDA/2313-15dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the Plot in favour of the petitioner has been cancelled;

**(xxxii)** In OWP No. 287/2016, the petitioner was allotted land/Plot measuring 06 Marlas in Khasra No. 1185 Janipur Housing Colony, Jammu vide allotment Letter No.JDA/Rahm/716 dated 12.10.2002. The plot was allotted on lease hold basis for a period of 30 years on premium of Rs.1,37,825/- which was also deposited on 16.10.2002. The allotment of the said plot in favour of the petitioner was cancelled by JDA, vide impugned order No. JDA/2190-92 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the land in favour of the petitioner has been cancelled;

**(xxxiii)** In OWP No. 486/2016, the petitioner was allotted Plot No. N-3, Sector 4, EWS Colony, Opposite Roop Nagar Housing Colony, Jammu vide allotment Letter No.JDA/Rahm/716 dated

12.10.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs.87,000/- which was also deposited. The lease Deed was executed on 20.02.2003. The letter of handing over the possession was issued vide Letter No.JDA/EWS/RN/425-26 on 12.04.2003. The allotment of the plot in favour of the petitioner was cancelled by JDA, vide order No. JDA/2253-55 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. The petitioner in this petition seeks quashing of the order dated 12.09.2015 vide which allotment of the plot in favour of the petitioner has been cancelled;

**(xxxiv)** In OWP No. 655/2016, the petitioner was allotted Plot measuring 3075 sqft. (strip) adjoining Plot No. 14 & 15 in Sector No. 1, at EWS Colony, Opposite Roop Nagar Jammu vide allotment letter No. Secy/JDA/858 dated 27.01.2003. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs.2,14,020/- which was deposited on 01.02.2003. The Lease Deed was also executed on 11.02.2003. The letter of handing over the possession was issued vide Letter No.JDA/Div-II/EWS/1282-87 on 24.02.2003. The allotment of the plot in favour of the petitioner was cancelled by respondent No. 2 vide order No. JDA/2265-67 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. By way of this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the plot in favour of the petitioner has been cancelled;

**(xxxv)** In OWP No. 806/2016, the petitioner was allotted Plot No. 20N measuring 36' x 70' in Sector No. 1, at Roop Nagar Housing Colony, Jammu vide allotment letter No. Secy/JAD/6 dated 29.04.2003. The plot was allotted on lease hold basis for a period of 04 years on premium of Rs.3,32,233/- which was also deposited. The Lease Deed also stands executed but the possession of the plot was not handed over to the petitioner. The allotment of the plot in favour of the petitioner was cancelled by JDA vide order No. JDA/Bal/160-65 dated 21.04.2007 without issuing any show cause notice to him or affording any opportunity of hearing. The

petitioner in this petition seeks quashing of the order dated 21.04.2007 vide which allotment of the plot in favour of the petitioner has been cancelled;

**(xxxvi)** In OWP No. 1087/2016, the petitioner was allotted Plot No. 80A measuring 1868 sqft in Sector No. 4, EWS Colony Opposite Roop Nagar, Jammu vide allotment letter No. JDA/EWS/RN/68-69 dated 11.06.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs.1,29,258/- which was deposited on 05.06.2002. The Lease Deed was also executed on 07.08.2002. The letter of handing over the possession was issued vide Letter No.JDA/EWS/RN/150-51 on 28.09.2002. The allotment of the plot in favour of the petitioner was cancelled by JDA vide order No. JDA/2244-46 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. By way of this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the plot in favour of the petitioner has been cancelled; and

**(xxxvii)** In OWP No. 467/2017, the petitioner was allotted Plot No. 79A measuring 1566 sqft in Sector No. 4, EWS Colony Opposite Roop Nagar, Jammu vide allotment letter No. JDA/EWS/RN/66-67 dated 11.06.2002. The plot was allotted on lease hold basis for a period of 40 years on premium of Rs.1,09,434/- which was deposited on 05.06.2002. The Lease Deed was also executed on 07.08.2002. The letter of handing over the possession was too issued vide Letter No.JDA/EWS/RN/150-51 on 28.09.2002. The allotment of the plot in favour of the petitioner was cancelled by JDA vide order No. JDA/2232-34 dated 12.09.2015 without issuing any show cause notice to him or affording any opportunity of hearing. By way of this petition, the petitioner seeks quashing of the order dated 12.09.2015 vide which allotment of the plot in favour of the petitioner has been cancelled.

**03.** The petitioners in all these petitions are aggrieved of the decision of the Board of Directors, Jammu Development Authority for cancellation

of their allotments without providing them any opportunity of hearing. The Jammu Development Authority has decided to cancel the allotments of the petitioners, on the ground that all the allotments made in their favour are irregular. In these petitions, a direction is sought by them to restrain the respondents from cancelling their allotments as well as from interfering in their possession and also grant approval to the site plans and also to quash the cancellation order issued against the petitioners.

**04.** Jammu Development Authority in its reply to all the petitions has taken the stand, that all these allotments, have been made without adopting guidelines fixed for such allotments and without approval of the competent authority, as such, they were cancelled. These allotments were made by the then Vice Chairman Jammu Development Authority i.e., Mohammad Aslam Qureshi, without adopting the guidelines, as such, the Government ordered the same to be kept in abeyance and as such, they were treated as illegal allottees vide Government Order No.104-HUD of 2003 dated 05.05.2003.

**05.** The issue regarding these allotments was placed before the Board of Directors of Jammu Development Authority in its 63<sup>rd</sup> meeting held on 19<sup>th</sup> of January, 2004, wherein it was decided to cancel all these allotments. The Board again discussed this issue in their subsequent Board meeting, and a decision was taken to categorize all these irregular allotments in four categories i.e., I, II, III & IV, taking into consideration the stage of each allotment i.e., simply issuance of letter of allotment, execution of Leased Deed and handing and taking over of the possession as well as raising the construction, if any. In pursuance to the above decision, all these irregular allotments were divided into four categories.

**06.** The authority after completing the exercise of categorization of their allotments placed this matter again before the Board of Directors in its 66<sup>th</sup> board meeting held on 06.01.2007 and in the said meeting decided to cancel all allotments/offers falling under categories (ii), (iii), (iv) and the cases/offers of allotments falling under category (i) were directed to be re-examined on the basis of merit of each case and in pursuant to the decision of the Committee vide order No. VC/395-400/PS dated 05.06.2007, the each case was to be decided on the facts.

**07.** So far as the petitioners are concerned, the Jammu Development Authority has admitted, the allotment of plots in their favour but has submitted that since the allotment was without adopting guidelines or approval of the competent authority, therefore, the authority decided to cancel the same and in this regard, cancellation orders had also been issued. The petitioners in these cases, thus, seek a direction to the respondents to restrain them from depriving the petitioners for their possession over the plots and in some cases from restraining the respondents from taking any steps to cancel the allotment of petitioners and with a further prayer to process their cases for approval of the site plan and in others case for quashing the cancellation orders.

**08.** The further contention of learned counsel for the petitioners is that the orders of cancellation of allotments of plots were arbitrary, unfair and unreasonable as the petitioners have not been provided any opportunity of hearing by the Jammu Development Authority either before the Board of Directors or by the Vice Chairman Jammu Development Authority. The petitioners were, thus, not afforded with a fair opportunity of being heard.

**09.** It is submitted by the petitioners in their cases, the JDA has issued allotment letters in their favour, the amount prescribed by the authority also stands deposited. The possession has been taken and even the Lease Deed also stands executed, thereafter the petitioners were entitled to proceed with the allotments. The respondents, however, without any reason and without affording any opportunity of hearing have termed their allotments as illegal and have taken a decision to cancel the same and, in some cases, even issued the letters of cancellation. It is urged that there was no irregularity in allotments made in favour of the petitioners and they were eligible for allotments. The Jammu Development Authority itself is bound by the Lease Deeds executed between the petitioners and the authorities which is still intact.

**10.** The respondents submit that the allotments made by the then Vice Chairman Jammu Development Authority was irregular, therefore, it was decided to cancel all irregular allotments made pursuant to the Board decision so far as category Nos. (II), (III) & (IV) are concerned.

**11.** The contention of the petitioners is that never they were heard either by the respondents before the impugned orders or after the decision for cancellation of plots was passed and no opportunity of hearing was provided to the petitioners. The petitioners are in possession of the plots as per the allotment orders and have paid the premium as well as executed the Lease Deeds. The decision to cancel the allotments has been taken by the authority without providing them a reasonable opportunity of hearing as is in violation of the principles of natural justice.

**12.** The only issue which arises for consideration in these petitions is whether the petitioners have been provided any opportunity of hearing

before passing the orders of cancellation either by the committee of the Board of Directors or by the Vice Chairman Jammu Development Authority. The admitted case of the petitioners is that they have not been provided with an opportunity of hearing before the orders of cancellation of allotments of their plots was done. The petitioners submit that since they have executed the Lease Deeds which had created rights in their favour in immovable property, therefore, it was incumbent upon the authority to provide an opportunity of hearing before passing the orders of cancellation but the same has not been done.

**13. In State Bank of India & ors. vs. Rajesh Agarwal & ors.** reported as (2023) 6 SCC 1, the Hon'ble Apex Court has observed as under:-

“29. We need to bear in mind that the principles of natural justice are not mere legal formalities. They constitute substantive obligations that need to be followed by decision-making and adjudicating authorities. The principles of natural justice act as a guarantee against arbitrary action, both in terms of procedure and substance, by judicial, quasi-judicial, and administrative authorities. Two fundamental principles of natural justice are entrenched in Indian jurisprudence: (i) *nemo iudex in causa sua*, which means that no person should be a judge in their own cause; and (ii) *audi alteram partem*, which means that a person affected by administrative, judicial or quasi-judicial action must be heard before a decision is taken. The courts generally favor interpretation of a statutory provision consistent with the principles of natural justice because it is presumed that the statutory authorities do not intend to contravene fundamental rights. Application of the said principles depends on the facts and circumstances of the case, express language and basic scheme of the statute under which the administrative power is exercised, the nature and purpose for which the power is conferred, and the final effect of the exercise of that power.”

**14.** Further considering the judgment on violation of principles of natural justice, held in **Meenaka Gandhi Vs. Union of India**, reported as

**1978 (1) SCC 248**, the Hon'ble Apex Court has held that any person prejudicially affected by a decision of authority entailed civil consequences must be given an opportunity of being heard. In view of the settled position of law, the next question that arises before is less the scope also definition of the phrase civil consequence.

**15.** In **Mohinder Singh Gill & anr. vs Chief election Commissioner, New Delhi**, reported as **1978 (1) SCC 405**, a constitution Bench of this Court held that civil consequences cover infraction of not merely property or personal rights but of civil liberties material deprivations and non-pecuniary damages. In that case, the court held that denial of democratic right to cast a vote inflicts civil consequences. In **D. K. Yadave vs. J.M.A. Industries**, reported as **1993 (3) SCC 259**, a three Bench of this Court has observed that everything that affects a citizen in his civil life has civil consequences.

**16.** In all these cases, the decision of cancellation has visited the petitioners with civil consequences, therefore, they were entitled to be provided an opportunity of hearing before passing any order. Similar issue on identical facts has already considered by the Hon'ble Division Bench in judgment titled **Jagdish Raj versus Jammu Development Authority (LPAOW No. 106/2017 decided on 19.03.2021)** in which it has been held as under:-

“**9.** It is, therefore, a clear case of violation of Article 14 of the constitution of India because the order dated 12th September, 2015 has been passed at the back of the appellant without affording any reasonable opportunity of being heard and it attracts application of 4 of judgment reported as *State of U.P vs. Sudhir Kumar Singh*, AIR 2020 SC 5215, which is reproduced below;

“23. It may be added that every case in which a citizen/person knocks at the doors of the writ court for breach of his or its fundamental rights is a matter which contains a “public law element”, as opposed to a case which is concerned only with breach of contract and damages flowing therefrom. Whenever a plea of breach of natural justice is made against the State, the said plea, if found sustainable, sounds in constitutional law as arbitrary State action, which attracts the provisions of Article 14 of the Constitution of India – see *Nawabkhan Abbaskhan v. State of Gujarat* (1974) 2 SCC 121 at paragraph 7. The present case is, therefore, a case which involves a “public law element” in that the petitioner (Respondent No.1 before us) who knocked at the doors of the writ court alleged breach of the audi alteram partem rule, as the entire proceedings leading to cancellation of the tender, together with the cancellation itself, were done on an ex parte appraisal of the facts behind his back”

**10.** Although the allotment of plot of the appellant has been cancelled but same was followed by a lease deed which creates rights of the appellant in the immovable property. Assuming that the allotment was irregular but the right created under the lease deed can be withdrawn only after giving a notice to the appellant and also by providing an opportunity of being heard to him. The order of cancellation, thus, visits the petitioner with serious civil consequences affecting the rights of the appellant to which he had acquired in the allotted property. There is, as such, violation of principle of audi alteram partem, which the learned writ court has failed to notice.”

**17.** The Hon’ble Division Bench has held that the allotment of plots were followed by the Lease Deeds which had created the rights of the petitioners and even if the allotments were held to be irregular, the same could be cancelled/withdrawn only after providing an opportunity of hearing to the petitioners.

**18.** In view of the aforesaid facts and circumstances of the case, these petitions are allowed. The orders of cancellation impugned in these petitions issued qua the petitioners are quashed. In other petitions, where

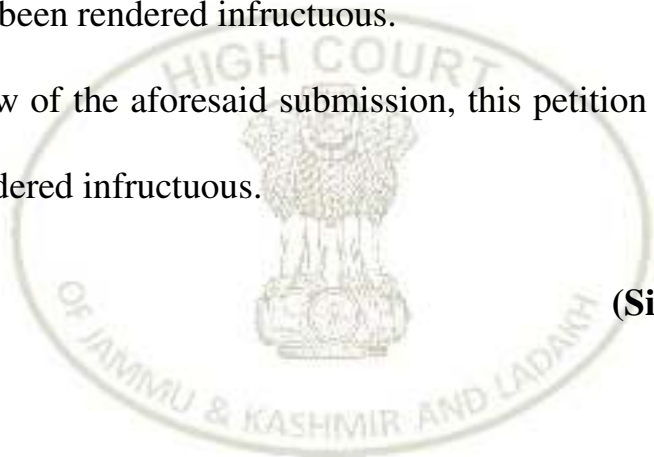
the petitioners claim that the respondents are depriving them from the possession of plots duly allotted to them, the respondents shall proceed with regard to them only after providing them an opportunity of hearing and pass a speaking order in this regard. It is, however, open for the respondents to consider the issue on irregular allotment of plots made and pass an appropriate order in this behalf as per law after providing the reasonable opportunity of hearing to the petitioners.

19. All these petitions are disposed of in the aforementioned terms.

**OWP No. 877/2015**

20. Learned counsel for the petitioner, Mr. Sumir Pandita, states that this petition has been rendered infructuous.

21. In view of the aforesaid submission, this petition is dismissed as having been rendered infructuous.



**(Sindhu Sharma)**  
**Judge**

JAMMU  
Ram Murti/PS  
28.02.2024

|                                 |   |        |
|---------------------------------|---|--------|
| Whether the order is speaking   | : | Yes/No |
| Whether the order is reportable | : | Yes/No |