



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-12340-2023

Date of decision: 08.05.2024

ESTATE OFFICER, HSVP (HUDA) JIND AND OTHERSPetitioners

VERSUS

ROHIT SINGH AND ANOTHERRespondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: - Mr. Arvind Seth, Advocate
for the petitioners.

Mr. R.K. Malik, Senior Advocate with
Mr. Varun Veer Chauhan, Advocate
for respondent No.1.

VINOD S. BHARDWAJ, J. (Oral)

1. Challenge in the present writ petition is to the Award dated 20.01.2023 passed by the Permanent Lok Adalat (Public Utility Services), Kaithal, Camp Court at Jind whereby, while allowing the application filed under Section 22-C of the Legal Services Authorities Act, 1987, the respondent No.1 has been held entitled to possession of the plot.

2. Briefly summarized the facts of the present case are that respondent No.1-applicant had applied for a residential plot in HUDA, Sector-7, Urban Estate, Jind against advertisement whose's closing date was 05.01.2010. In the said advertisement 10 per cent quota had been reserved for the Advocates. A sum of Rs. 3,54,300/- was deposited by respondent



No.1-applicant along with the Application No. 237395. He was successful in the draw and was allotted plot No. 46P in Sector 7, Urban Estate, Jind on free hold basis for an area measuring 450 sq. Mtrs.

3. It was further averred that at the time of allotment, the respondent No.1-applicant was called upon to deposit a further 15% of the price of the plot within a period of one month which was also duly complied whereafter a letter of allotment vide memo No. 486 dated 17.01.2012 was issued. The balance price was to be deposited in six instalments as detailed in the letter of allotment. However, one Balwan Singh Lohan, Advocate, Jind submitted a complaint against allotment of the said plot alleging that respondent No.1-applicant was not practicing in District Courts at Jind and was practicing at Punjab and Haryana High Court at Chandigarh. The said complaint was eventually dismissed. An appeal was preferred by the complainant against the dismissal of the complaint before the Financial Commissioner Town Country Planning (FCTCP), Chandigarh which was also dismissed on 11.02.2016.

4. The respondent No.1-applicant claimed that he was always ready and willing to deposit the balance installments of the plot and had visited the office of the Haryana Shehari Vikas Pradhikaran on numerous occasions to deposit the remaining installments for delivery of possession, however, the authorities refused to accept the money on account of the pending complaint filed by Balwan Singh Lohan. It was also averred that as a result of failure to deliver possession of the plot, the respondent-applicant could not raise construction on the plot which was allotted to him on

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17.01.2012. The application under Section 22-C of the Legal Services Authorities Act, 1987 was accordingly filed by the respondent No.1-applicant before the Permanent Lok Adalat (Public Utility Services), Kaithal Camp office at Jind for delivery of possession to accept the sale price and also for compensation.

5. The Haryana Shehari Vikas Pradhikaran-petitioner herein entered appearance and filed its reply raising various objection with respect to the locus standi, cause of action as well as maintainability of the application. It was, however, admitted by the present petitioner-HSVP that the plot in question had been allotted to the respondent-applicant and that the amount had also been deposited by him as claimed. It was, however, submitted that the letter of allotment dated 17.01.2012 was issued to the respondent-applicant but 15% balance amount of the 25% was deposited on 17.07.2013 i.e. after a gap of more than one year and six months i.e. beyond 30 days of the issuance of the letter of allotment and not within a period of 30 days as mandated. It was also averred that the respondent No.1-applicant did not deposit the instalments in time and hence, he was not entitled for any compensation or any interest on the amount deposited. Prayer was made for dismissal of the application.

6. On completion of the proceedings, efforts were made by the Permanent Lok Adalat for exploring possibility of amicable resolution of the dispute, however, the same failed to fructify in any amicable settlement whereupon an adjudication under Section 22-C (8) of the Legal Services

Authorities Act, 1987 was undertaken by the Permanent Lok Adalat.

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7. On consideration of the evidence led by the respective parties, the application in question was allowed subject to the respondent No.1-applicant depositing the balance outstanding amount towards cost of the plot in question whereafter the petitioner-HSVP was directed to handover possession of Plot No. 46P, Sector-7, Jind within thirty days against the said award, the present writ petition has been filed.

8. Counsel for the petitioner has argued that the policy for grant of extension had already been notified by the HSVP vide memo No. A-1-2007/27604-644 dated 03.08.2007 as per which in an event of a delay beyond 180 days, the competent authority for condoning the delay is the 'authority' comprising of the Secretary, Town and Country Planning, Department as Chairman, Chief Administrator, HUDA and District Town Country Planning as members. He contends that in the present case, petitioner deposited the amount after a delay and that too without the approval of the competent authority and that acceptance of any such amount, without the condonation of the delay from the competent authority, is improper. He contends that the Permanent Lok Adalat, failed to appreciate the scope of the policy and the fact that the Clerk who accepted the amount was not competent to accept the same as the condonation of delay in depositing the balance 15% on issuance of letter of allotment was not within its competence.

9. Counsel for the respondent has on the other hand contended that the factual aspect as claimed by the petitioner HSVP is misconceived and is improper. He submits that consequent upon the complaint submitted by

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Balwan Singh Lohan, Advocate, Jind, the respondents were not accepting the balance amount from the respondent-applicant despite approaching the HSVP officials on multiple occasions. He refers to the reply filed by the allottee wherein it is specifically averred that the letter of allotment was not being issued to him since a complaint was submitted against him to the Estate Officer, HUDA, Jind. The applicant made requests to the Authorities to accept his payment and it was only after much effort that the officials agreed to accept the money on being confronted that payment from other similarly placed person is being accepted. The Estate Officer, HUDA, Jind permitted the respondent No.1-applicant to deposit the amount of Rs. 6,19,983.75/- through a Bank draft (to the extent of 15% of the total cost of the plot) in favour of the Estate Officer. He contends that even thereafter, the Estate Officer expressed his inability to issue the offer of possession letter in view of the pending complaint. The relevant extract of the averments contained in Para No.2 reads thus:-

“That in reply to Para No. 2 of the writ petition, it is submitted that the contents of this Para are a matter of record. However, it is specifically submitted that one Balwan Singh Lohan, Advocate, Jind made a complaint dated 20.09.2010 against the answering respondent no. 1 Rohit Singh Sanghroha (herein after mentioned as answering respondent) for cancellation of allotment of Plot No. P-46, Sector 7, Jind, Haryana on the ground that the answering respondent is not entitled for the plot under the category of Practicing Advocate at District Courts, Jind to the Chief Administrator, HSVP (HUDA), C-3, HUDA Complex, Sector-6, Panchkula. That the said complaint was dismissed by the Chief Administrator vide



order dated 11.01.2012. That against the order of the Chief Administrator, complainant Balwan Singh preferred a revision petition before the Financial Commissioner Town Country Planning (FCTCP), Chandigarh which was also dismissed vide order dated 11.02.2016 by the ACSTP, Haryana. It is pertinent to mention here that the answering respondent came to know that the Estate Officer, HUDA, Jind is permitting the co-allottees of the plots to deposit the remaining amount of 25%. Then the answering respondent visited the office of the Estate Officer, HUDA, Jind for depositing the remaining 15% of the 25% of the total cost of the plot but the Dealing Clerk did not permit the answering respondent to deposit the said 15% amount against the allotment of the above said plot on the ground that there is a complaint made by one Balwan Singh Lohan which is pending against the answering respondent. That the answering respondent visited the office of the Estate Officer several times but the dealing clerk did not pay any heed to any request. It is pertinent to mention here that the Estate Officer, HUDA, Jind has never issued the allotment letter to the answering respondent with respect to the above mentioned plot. The answering respondent then made a complaint dated 16.07.2013 to the Estate Officer, HUDA, Jind with this respect. A copy of the complaint dated 16.07.2013 is annexed as Annexure R-1/1. Then on the same day, i.e. 16.07.2013, the Estate Officer, HUDA, Jind permitted the answering respondent to deposit an amount of Rs. 6,19,983.75/- through bank draft (to the extent of 15% of the total cost of the plot) in favor of Estate Officer, HUDA, Jind within 30 days from the date of allotment vide letter 16.07.2013. A copy of letter dated 16.07.2013 is annexed herewith as Annexure R-1/2. Then the answering respondent made the above said payment as permitted by the Estate Officer vide HDFC Bank deposit slip dated 17.07.2013.



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A copy of the deposit slip dated 17.07.2013 is annexed herewith as Annexure R-1/3.

On 20.02.2014, the Estate Officer, HUDA, Jind expressed its inability to issue offer of possession letter in view of appeal filed by the above complainant against the answering respondent before the FCTCP, Chandigarh. A copy of the letter dated 20.02.2014 is annexed herewith as Annexure R-1/4. Whereas on 21.02.2014, the Estate Officer, HUDA, Jind admitted that in his letter dated 21.02.2014 addressed to Principal Secretary to the Government of Haryana, Town and Country Planning Department, Chandigarh that the Estate Officer vide its letter no. 486 dated 17.01.2012 had allotted the above said plot in the name of the answering respondent but the main file of the department was with the legal cell of the Head Office which was received back later on. The 15% amount of Rs. 6,19,984/- was deposited by the answering respondent through receipt no. 100452 dated 17.07.2013. A copy of the letter dated 21.02.2014 is annexed herewith as Annexure R-1/5. That the Estate Officer again expressed its similar fact vide letter dated 19.06.2015. A copy of the letter dated 19.06.2015 is annexed herewith as Annexure R-1/6. That the Estate Officer again expressed its similar fact vide letter dated 27.12.2016. A copy of the letter dated 27.12.2016 is annexed herewith as Annexure R-1/7.

That on 05.10.2020, Administrator, HSVP (HUDA), Hisar wrote a letter to the Estate Officer, HUDA, Jind directing him to depute the concerned dealing assistant to clarify the matter of the above said plot immediately. A copy of the letter dated 05.10.2020 is annexed herewith as Annexure R-1/8.

That it is pertinent to mention here that with regard to the above said plot, the Estate Officer had never issued any



notice with regard to the forfeiture of the deposited amount or the cancellation of the above said plot to the answering respondent whereas the answering respondent kept moving from pillar to post to get the possession of the above said allotted plot in his name by making the due payments of the above said plot to HUDA.”

10. He further submits that all the aforesaid facts were noticed by the Permanent Lok Adalat and it was on the strength of the said facts that the application in question was allowed.

11. No replication or rejoinder to the aforesaid written statement was filed by the petitioner-HSVP, hence, the factual aspect raised by the respondent No.1-applicant in his written statement remains uncontroverted.

12. I have heard learned counsel appearing on behalf of the parties and have gone through the documents available on record.

13. The sole contention advanced by the Counsel for the Haryana Shehari Vikas Pradhikaran is as to whether the amount in question could be accepted after an approval only by the Estate Officer-HUDA, who was not competent for the same, as per the policy notified by the Haryana Shehri Vikas Pradhikaran.

14. On examination of the specific plea taken by the respondent No.1-applicant, it has remain uncontroverted that the respondent No.1-applicant had been repeatedly approaching the authorities in the Haryana Shehri Vikas Pradhikaran for acceptance of the amount, however, on account of the pending complaint and thereafter the appeal before the

Financial Commissioner, Town & Country Planning Development that the



requisite amounts/payment were not being accepted. The said aspect has not been specifically denied by the respondents and only an evasive response has been given. Such an evasive response cannot be considered as a factual denial of the specific plea raised by the respondents. Moreover, the aspect of a policy is a guideline for internal working of the Department itself. So far as an allottee is concerned, the Estate Officer, having accepted the amount as the authority of the State Government, creates a binding obligation for the State. As per the provisions of Haryana Shehri Vikas Pradhikaran Act, 1977, the Estate Officer is competent to accept the money and that an act done by the Estate Officer, in exercise of power conferred upon him gives rise to a valid claim. A disregard to an internal procedural policy to be followed before granting approval is a departmental lapse entailing consequences, if any, for the official, without prejudice to the right of the allottee.

15. In the event of such procedural lapse on the part of the Estate Officer in carrying out certain works, it may entail administrative action against the said Estate Officer without prejudice to the rights of the allottee unless allegations of mischief or fraud are alleged and established. In the absence of any such allegation, the principal remains bound by the acts of its agents/employees and it would not be opened to Haryana Shehri Vikas Pradhikaran to disown its obligation despite the acceptance of the amount by its own authorities. A binding obligation is created by the act and conduct of the Estate Officer by accepting the amount and issuing the letter of allotment. Further, there is nothing on record on the basis whereof it can be



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ascertained that the offer of actual physical possession was given by the Haryana Shehri Vikas Pradhikaran. The possession interest can be charged by the Haryana Shehri Vikas Pradhikaran on issuance of offer of possession.

16. All the aspects have already been considered by the Permanent Lok Adalat (Public Utility Services), Kaithal (Camp at Jind) and a discretion has been exercised by the Permanent Lok Adalat (Public Utility Services) in accordance with the power conferred upon under Section 22-D of the Legal Services Authorities Act, 1987. Exercise of such a discretion, which is not illegal, perverse or on misinterpretation and is justified in light of the facts of a case cannot be said to be bad and liable to be set aside.

17. Under the said circumstances, since the order does not suffer from any patent illegality, impropriety, perversity or improper appreciation of the facts of the particular case, the award passed by the Permanent Lok Adalat (Public Utility Services), Kaithal (Camp at Jind) would not ordinarily be interfered by the High Court in exercise of its power of judicial review. The present writ petition is hence devoid of merit and the same is accordingly dismissed and the Award dated 20.01.2023 passed by the Permanent Lok Adalat (Public Utility Services), Kaithal, Camp Court at Jind is affirmed.

(VINOD S. BHARDWAJ)
JUDGE

MAY 08, 2024
Vishal Sharma

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