



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

CWP-12091-2024

Reserved on : 22.05.2024

Pronounced on: 01.07.2024

Dinesh Kumar

....Petitioner

V/s

State of Haryana and others

....Respondents

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

Present: Mr. Munish Mittal, Advocate, for the petitioner.

Mr. Ankur Mittal, Additional Advocate General, Haryana with
Mr. Karan Jindal, Assistant Advocate General, Haryana,
Ms. Kushaldeep Kaur, Advocate and
Ms. Saanvi Singla, Advocate,
for respondent Nos.1 and 2.

VIKRAM AGGARWAL, J.

1. The petitioner seeks restoration of the shop which was allotted to him in an open auction in the year 2010 in New Grain Market, Jhajjar, District Jhajjar, with a direction to the respondents to not charge any penal interest. The petitioner also prays for the issuance of a writ of certiorari, quashing the orders dated 21.08.2017 (Annexure P-9), 13.11.2017 (Annexure P-10) and 02.02.2024 (Annexure P-13), vide which the shop allotted to the petitioner was resumed.

2. It is the case of the petitioner that the petitioner is ready and willing to deposit the entire cost of the shop allotted to him vide allotment letter dated 02.01.2010 (Annexure P-2). The case set out by the petitioner is that Shop No.6 situated in New Grain Market, Jhajjar (hereinafter to be

referred as the “shop in dispute”), was allotted to him vide letter of

allotment dated 02.01.20210 (Annexure P-2). The total sale consideration was Rs.28,75,000/-. A sum of Rs.7,18,750/- being 25% of the total sale consideration had been paid and the balance 75% was to be paid in six half yearly installments with interest @ 15% p.a.

3. After taking possession, the shop in dispute was constructed and the petitioner started his business after obtaining a licence from the authorities in the name of M/s Shri Badri Vishal Trading Company, which was renewed from time to time (Annexure P-3). Vide communication dated 09.02.2017 (Annexure P-4), the petitioner was called upon to deposit a sum of Rs.64,40,820/- within a period of 15 days. The petitioner submitted a representation on 20.02.2017 (Annexure P-5), seeking a break-up of the demanded amount and also categorically stated that he was willing to pay the outstanding amount along with simple interest. However, no response was received.

4. Instead of responding to the representation, the respondents again raised a demand of Rs.65,14,551/- vide communication dated 15.03.2017 (Annexure P-6) and subsequently issued order dated 22.06.2017 (Annexure P-7).

5. The petitioner submitted another representation and reminder but the respondents resumed the shop in dispute vide order dated 21.08.2017 (Annexure P-9). The respondents then called upon the petitioner to vacate the shop in dispute vide communication dated 13.11.2017 (Annexure P-10).

6. The petitioner filed CWP-27341-2017 before this Court, but withdrew the same on 06.03.2018 (Annexure P-18). However, on receipt of notice dated 02.02.2024, for vacation of the shop in dispute, the present writ petition has again been filed by the petitioner.



8. Learned counsel representing the petitioner submitted that the petitioner is willing to pay the entire outstanding amount in terms of the provisions of the letter of allotment along with simple interest, but the respondents are not acceding to the request of the petitioner and are bent upon to take the possession of the shop in dispute.

9. Learned counsel submitted that keeping in view the fair offer made by the petitioner, the same deserves to be accepted.

10. We have considered the submissions made by learned counsel for the petitioner but find the same to be devoid of merits.

11. Before advertng to the merits of the case, it would be essential to notice here that earlier also the petitioner had preferred CWP-27341-2017, in which initially on 01.12.2017, an undertaking was given by the petitioner that a sum of Rs.53 lakhs would be paid by 01.01.2018. The same was, however, not paid. A specific statement was given by learned counsel representing the petitioner at that time that the petitioner was unable to deposit the aforesaid amount and that he had instructions to withdraw the writ petition. Accordingly, CWP-27341-2017 was dismissed as having been withdrawn vide order dated 06.03.2018:-

“This order shall dispose of two writ petitions bearing CWP Nos.27341 and 27344-2017 as the issue involved therein is identical. For brevity, the facts are being extracted from CWP-27341-2017.

2. The prayer in this petition filed under Articles 226/227 of the Constitution of India is for issuance of a writ in the nature of mandamus directing the respondents to restore the plot/shop of the petitioner which were allotted to him in an open auction in the year 2010 in New Grain

Market, Jhajjar, District Jhajjar and also to restrain the respondents to charge the penal interest from him. Further prayer has also been made for setting aside the orders dated 09.02.2017, 15.03.2017, 22.06.2017, 21.08.2017 and 13.11.2017 (Annexures P-4, P-6, P-7, P-9 & P-10, respectively) passed by the respondents vide which the plot allotted to the petitioner was resumed, although the petitioner is ready and willing to deposit the entire cost of the shop allotted to him as per the allotment letter (Annexure P-2) along with simple interest.

3. While issuing notice of motion on December 01, 2017, the following order was passed:-

"The petitioner has challenged the order of resumption. On 02.01.2010, the petitioner was allotted the premises for a consideration of 28,75,000/-. The petitioner has only paid 7,18,750/- leaving the balance of Rs.21 lacs. As on date the minimum amount due even as per the petitioner is 253 lacs. The petitioner agrees and undertakes to pay an amount of 53 lacs latest by 01.01.2018.

In view thereof, notice of motion be issued for 08.01.2018.

In the meantime, the parties including the petitioner shall maintain status quo in view of the undertaking to pay 253 lacs by 01.01.2018. If the amount is not paid the status quo order as against the respondents shall stand vacated. The respondents are at liberty to



accept the aforesaid amount without prejudice to their rights and contentions. It is made expressly clear that acceptance of the aforesaid amount will not affect any right of the respondents in any manner whatsoever. In the event of the respondents succeeding and the petition being dismissed, the respondents shall return the amount to the petitioner with interest as may be fixed by the Court but after deducting the amount for any use and occupation of the premises in the meantime as determine by the Court.

A copy of this order be given to learned counsel for the petitioner under the signatures of the Bench Secretary of this Court.'

4. Learned Senior counsel for respondents No.2 & 3 submitted that the aforesaid order was conditional and the petitioner was required to deposit 53 lacs by 01.01.2018 as undertaken by him but no such amount has been deposited by him so far.

5. Learned counsel for the petitioner stated that the petitioner is unable to deposit the aforesaid amount and he has instructions to withdraw the present writ petition as well as the connected writ petition.

6. Dismissed as withdrawn.”

12. Admittedly, after deposit of the 25% amount, no amount was deposited by the petitioner despite issuance of the repeated notices.

Ultimately, the shop in dispute was resumed vide order dated 21.08.2017. At

issued calling upon the petitioner to hand over the possession of the shop in dispute which was also not done despite an undertaking having been given before this Court that a sum of Rs.53 lakhs would be paid by 01.01.2018. The same was not adhered to and now the instant writ petition has been preferred after receipt of notice dated 02.02.2024.

13. It is not in dispute that the conduct of the petitioner is far from satisfactory and he is a chronic and a rank defaulter. It is equally strange that the respondents are simply calling upon the petitioner to hand over the possession of the shop in dispute and have taken virtually no steps to secure its possession since the resumption of the shop in dispute in 2017. The petitioner has been permitted to retain the possession of the shop in dispute ever since its resumption despite the resumption order having become final. This itself shows not only complete inaction on behalf of the respondents but also a blatant connivance of the officials/officers of the respondents with the petitioner.

14. In view of the facts and circumstances, as also the conduct of the petitioner as noticed in the preceding paragraphs, we do not find any merit in the writ petition and the same is accordingly dismissed.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

Reserved on : 22.05.2024
Pronounced on : 01.07.2024
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No