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

CWP-21514-2011
Reserved on : 11.03.2024
Pronounced on : 31.05.2024

Aneet Gill and another ...... Petitioners

Versus

Union Territory, Chandigarh and others ...... Respondents

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

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Present : Mr. R.S.Bains, Senior Advocate with
Mr. Amar Raj Bawa, Advocate for the petitioners.

Ms. Madhu Dayal, Advocate and
Dr. Payal Mehta, Advocate for the respondents.

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<u>VIKRAM AGGARWAL, J</u>

1. The petitioners are owners of 50% share (25% share each) of SCO No.210, Sector 36-D, Chandigarh (hereinafter referred to as 'the disputed SCO') measuring 137.5 square yards which was leased on 02.09.1985 (Annexure P-1) to the predecessors in interest of the petitioners for 99 years for the purpose of 'General Trade'. The total premium was ₹3,07,000/- and the yearly rent for the first 33 years was ₹7675/-.

2. As the first and second floors of the building had been rented out to one J.K.Institute and Goyal Academy respectively for conducting coaching classes, a notice under Rule 20 of the Chandigarh Lease Hold of Sites and Buildings Rules, 1973 (for short 'the 1973 Rules') was issued on 15.07.2005 (Annexure P-3) calling upon the lessees as to why the lease be not cancelled

on account of misuse and why 10% of the total premium be not forfeited. Reply dated 08.11.2005 (Annexure P-4) was submitted which did not find favour with the authorities. As a consequence, vide order dated 24.08.2006 (Annexure P-5), the lease was cancelled, the disputed SCO was ordered to be resumed and 10% of the total consideration amount was ordered to be forfeited.

3. An appeal (Annexure P-6) was preferred against the said order of cancellation of lease which was accepted by the Appellate Authority vide order dated 19.11.2008 (Annexure P-7). The disputed SCO was restored subject to the condition that all requisite payments, penalty, interest etc. would be paid by the allottees. The respondents were required to communicate the detailed calculations within a period of 30 days from the receipt of the order and the amount was to be paid within thirty days thereafter. It was ordered that only upon payment of the amount, the order of restoration of the disputed SCO would come into operation.

4. Vide communication dated 19.03.2009 (Annexure P-8), the petitioners called upon the respondents to convey the outstanding dues upon which, vide communication dated 17.03.2009 (Annexure P-9), the petitioners were directed to deposit misuse charges amounting to ₹8,15,380/- (Eight lac fifteen thousand three hundred eighty) within a period of one month from the date of the issuance of the letter. This amount was deposited by Lt. Col. Bhagwant Singh (Retd.), father of petitioner No.2, under protest vide communication dated 01.04.2009 (Annexure P-10).

5. Aggrieved by the imposition of misuse charges (ibid), an appeal

(Annexure P-11) was preferred by the petitioners which was disposed of vide order dated 03.03.2010 (Annexure P-20) upholding the imposition of ₹8,15,380/- on account of misuse charges. It would be relevant to notice here that after the filing of the appeal, the petitioners had also been called upon to pay an additional amount of ₹86,200/-, which was also upheld by the Appellate Authority stating that the same was to be payable on account of ground rent, interest, forfeiture etc.

6. The petitioner then preferred a revision petition (Annexure P-22) against the order dated 03.03.2010 which was dismissed vide order dated 30.08.2011 (Annexure P-23) leading to the filing of the present writ petition.

7. The basic case set out in the present writ petition is that since by way of amendment dated 16.05.2002, a schedule had been annexed with 1973 Rules and 'General Trade' had been substituted by 'New General Trade' in which the running of computer training centers and academic coaching centers was duly permitted, no misuse was there on the part of the petitioners and, therefore, the imposition of misuse charges is illegal and arbitrary.

8. The writ petition has been opposed by the respondents. In the written statement, the basic stand that has been taken is that as running of centers for academic purposes falls under the category of 'High Intensity Trade', permission had to be obtained for conversion of trade. The same was, however, not obtained by the petitioners. They would, therefore, be liable to pay the misuse charges for the relevant period.

9. We have heard learned counsel for the parties and have also perused the paper book.

10. It was strenuously urged by Sh. R.S. Bains, learned Senior Counsel representing the petitioners that levy of misuse charges is erroneous since the activity had been permitted when the 1973 Rules were amended on 16.05.2002. The unamended 1973 Rules as also the Amended 1973 Rules were referred to extensively by learned Senior Counsel. Reference was also made to the Unamended and Amended Chandigarh (Sale of Sites and buildings) Rules, 1960 (for short 'the 1960 Rules'). Learned counsel submitted that once the activity had been permitted under the 'New General Trade' w.e.f. 16.05.2002 and the period of use of the building for coaching classes was subsequent to the said date, there would be no question of misuse of the disputed SCO and it has wrongly been held by the authorities that conversion charges had to be paid. Learned Senior counsel submitted that there was no question of payment of any conversion charges. Even on the amount of misuse charges levied, learned Senior Counsel submitted that the same had erroneously been levied because at best, the period of alleged misuse would be from 15.07.2005 to 08.08.2006 whereas the amount was erroneously charged till 2008.

11. On the other hand, Ms. Madhu Dayal, Advocate, learned counsel representing the respondents-Chandigarh Administration also referred to the 1960 Rules and the unamended & Amended 1973 Rules. It was submitted that earlier the schedule attached to the 1960 Rules was being used for the 1973 Rules also as there was no schedule attached to the 1973 Rules. After amendment, a schedule was added to the 1973 Rules also when 'General Trade' was changed to 'New General Trade'. Learned counsel

referred to the notification dated 16.05.2002 vide which the 1973 Rules had been amended and placed reliance upon the Third proviso to Rule 17 of the 1973 Rules and submitted that in accordance with the said provision, conversion charges would be payable which were not paid by the petitioners on account of which the misuse charges were rightly levied. Learned counsel also made extensive reference to all the Rules and made an effort to convince the Court that levy of misuse charges was justified. Learned counsel, however, fairly admitted that misuse charges had been excessively levied as the period of misuse was only from 15.07.2005 to 08.08.2006.

12. We have considered the submissions made by learned counsel for the parties.

13(i) The disputed SCO was allotted on 02.09.1985. The letter of allotment is on record as Annexure P-1. A perusal of Clause 2 of the allotment letter shows that it was allotted for the purpose of 'General trade'. Clause 16 of the allotment letter lays down that the site and the building erected thereon shall be used for the purpose of 'General Trade' only for which it has been leased. Clause 17 of the allotment letter lays down that in the event of default, breach or non-compliance of any of the conditions of lease, the lease may be cancelled and the site/building may be resumed;

Clause 16

> ***The site and the building erected thereon shall be used for the purpose of General Trade only for which it has been leased.***

Clause 17

> ***In the event of default, breach or non compliance of any of the conditions of lease, the lease may be cancelled and the***

site/building resumed and the whole/part amount paid to Government towards the premium/rent of the site may be forfeited to the govt. After the cancellation of lease, it shall be responsibility of the lessee to remove the malba/structure, if any, within such reasonable period as may be prescribed by the Estate office, not exceeding 3 month from the date of cancellation of lease, failing which the Estate Officer shall be competent to remove the malba or to proceed to auction the site along with the building thereon and after deduction the market price of the site make over the proceeds of the auction of the lessee. In case of any dispute arising out of determination of the amount to be paid to the lessee following the auction of the site and building thereon, the Chief Administrator shall act as the Sole Arbitrator and his decision shall be final and binding on the parties.

13(ii). The lease deed was executed much thereafter on 05.05.2010 (Annexure P-2). Clause 6 of the lease deed stipulates that the lessee would be entitled to sublet the whole or any part of the building that may be erected upon the plot for the purpose of 'General Trade'.

Clause 6

Notwithstanding the restrictions, limitations and conditions as mentioned in sub-clause 4 (a) above, the lessee shall be entitled to sublet the whole or any part of the building that may be erected thereupon the plot for the purpose of General Trade on a tenancy from month to month for a term no exceeding five years.

13(iii). The Rules governing free-hold sites were the 1960 Rules. The lease hold sites were governed by the 1973 Rules. It is an admitted position that initially, no schedule was annexed to the 1973 Rules and Schedule-I to Rule 9 of the 1960 Rules was applicable both to the lease-hold sites and free-hold sites. This Schedule was inserted on 09.07.1975. Schedule-I laid down what was covered under 'General Trade', Semi Industrial Trade and Special Trade. 'General Trade' was further bifurcated into display/sale of various items and professions. The Semi Industrial Trade was bifurcated into manufacture/manufacture and sale of various items, processing and professions. The Special Trade also laid down various trades. Admittedly, running of coaching classes was not a part of 'General Trade'.

13(iv). An amendment was carried out in the 1960 Rules on 05.06.2002 and in Rule 9, 'General Trade' was substituted with 'New General Trade' and 'Semi Industrial Trade and Special Trade' were substituted with 'New Special Trade' and a Schedule-II was added. Similarly, an amendment was carried out in the 1973 Rules on 16.05.2002 and Rule 17 Sub Rule 11 was substituted and a schedule was added specifying 'New General Trade' and 'New Special Trade'. It would be essential to reproduce this notification:-

> ***"FINANCE DEPARTMENT***
>
> ***Notification***
>
> ***The 16th May, 2002***
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> ***No.50/10/63-UTFI(5)-2002/4428. -- In exercise of the powers conferred by Section 3 and 22 of the Capital of Punjab (Development and Regulation) Act, 1952, as adapted by the Punjab (Reorganisation) (Chandigarh) (Adaptation of Laws on State and Concurrent Subject) Order, 1968 and all other powers enabling him in this behalf, the Administrator, Union Territory, Chandigarh, hereby makes the following rules further to amend the Chandigarh Lease Hold of Sites and Building,***

Rules, 1973, namely:-

1. These rules shall be called the Chandigarh Lease hold of Sites and Buildings (Amendment) Rules, 2002.

2. They shall come into force from the date of their publication is the Official Gazette.

3. In the Chandigarh Lease-hold of Sites and Buildings Rules, 1973 in rule 17 :-

(a) for sub rule (2), the following shall be substituted, namely:-

"(2) The lessee shall not be entitled to sub-divide the site or building or amalgamate it with any other site or building.

Provided that amalgamation of two or more adjoining site shall be permissible only in the case of commercial or industrial sites subject to the condition that the revised plans are approved by the competent authority, prior thereto :

Provided further that sub-division/ fragmentation of a site building shall be permissible in accordance with the "Chandigarh Apartment Rules, 2001."

(b) for sub rule (11), the following shall be substituted namely:-

(I) "(11) No building, whether existing or to be constructed on any site demised under these rules; shall be used for a purpose other than that specified in the letter of allotment/under the Schedule for which lease has been granted:

Provided that the Chief Administrator may in the case of residential buildings, for reasons to be recorded in writing and

with the prior approval of the Administrator, Union Territory, Chandigarh allow such a building or a portion thereof to be used for a purpose other than that for which the site was leased, subject to such conditions as he may by an order specify in this behalf :

Provided further that the Chief Administrator, Chandigarh may specify by notification in the Official Gazette certain categories of cottage industries which may be run in the residential houses, on such terms and conditions as may be deemed necessary ;

Provided further that conversion from a particular trade in Schedule I annexed to the Chandigarh (Sale of Sites and Buildings) Rules, 1960 to that of Schedule appended to the Chandigarh Lease-hold of Sites and Building Rules, 1973, shall be allowed on payment of conversion charges as determined by the Chandigarh Administration.

(ii) Instead of specifying any particular trade or industry, the Estate Officer, Union Territory, Chandigarh, may specify that the lessees shall not carry on any trade or employ any industry other than the trades mentioned in Schedule annexed to these rules.

(iii) The expressions "New General Trade" and "New Special Trade" shall mean one or more of the trades respectively mentioned in the Schedule annexed to these rules and shall include any other trade which is not so mentioned provided that such other trade is similar to and carried on in the same fashion as mentioned in the respective part of the Schedule."

Notably, entry 101 in the Schedule to the 1973 Rules (introduced by way of amendment referred to above) provided for Computer Training

Centers and Academic Coaching Centers.

13(v). It, therefore, emerges that initially, the Schedule annexed to the 1963 Rules was governing both rules i.e. the 1963 Rules and 1973 Rules whereas post amendment, as referred to in the preceding paragraphs, 1973 Rules got a Schedule of their own and as per the same, running of coaching classes was duly permitted under the 'New General Trade' category.

14. Before we advert to the merits of the case, it would be essential to notice two more notifications, reference to which was categorically made by the Revisional Authority in its order dated 30.08.2011 (Annexure P-23) i.e. notifications dated 17.07.2002 and 04.04.2003. It would be relevant to reproduce paragraph 5 of the said Revisional Order dated 30.08.2011 to appreciate the purpose of discussing these notifications:-

> ***"5. I have heard both the counsels for the parties and perused the record carefully. The petitioners have violated the terms and conditions of the allotment letter and used the site in question for the purpose other than specified in the allotment letter. To meet the increasing requirement of space for commercial purposes, the Chandigarh administration vide notification dated 16.5.2002 had allowed conversion of trade on payment of conversion trade fee. The Chandigarh Administration has issued another notification dated 17.7.2002 wherein it has been mentioned that portion of SCOs which was meant for offices, may be used for more intensive trade purposes subject to payment of 'conversion of trade' fee. As per notification dated 4.4.2003 the running of Centres for academic purposes fall under the category of high intensity trade. In the instant case, the lessee did not obtain the required permission for conversion of office portion of SCO for intensity trade from the administration. Therefore usage of the***

> ***office portion of the SCO for high intensity trade purposes without a valid permission is covered under the terms 'misuse'. The counsel for the petitioners could not prove that the site has not been 'misused' in the period misuse charges have been levied and thus, failed to make out a case in his favour on this count. As far as forfeiture charges are concerned, same also became payable since the site was cancelled by the Estate Officer due to the 'misuse' as applicable at the relevant time. Subsequent restoration due to changes of policy would not entitle petitioners to claim back the forfeited amount. Therefore, I see no merit in the present case and dismiss the same being devoid of merit."***

14(ii). A perusal of the aforesaid order would show that the Revisional Authority relied upon these two notifications to hold that the running of academic coaching centers fell under the category of high intensity trade and that in accordance with the notification dated 17.07.2002, payment of conversion of trade fee was essential.

15(i). Reverting to the facts of the present case, it is an admitted position that the first and second floor of the disputed SCO were used for coaching purposes from 15.07.2005 to 08.08.2006 whereafter the alleged misuser was discontinued. The question which would arise for the consideration of this Court would, therefore, be as to whether the using of the First and Second Floors for coaching purposes would amount to a misuser rendering the petitioner liable to pay the misuse charges as has been held by the respondent(s).

15(ii). Admittedly, vide notification dated 16.05.2002, a schedule was added to the 1973 Rules wherein, under the 'New General Trade category', entry 101 permitted user of the site for coaching classes. It would be essential to mention here that as has been mentioned in the resumption order dated 24.08.2006 also, as per the Architectural planning of Chandigarh, an SCO (shop-cum-office) can be utilized for running a shop at the ground floor and the upper floors are to be utilized for offices. Another thing which needs to be mentioned here that the respondents came out with another notification dated 24.02.2006 wherein the Administration laid down that no conversion fee would be payable for following any trade mentioned in Schedule-II of the 1973 Rules and, therefore, no conversion fee would be payable.

16. As regards the notifications mentioned by the Revisional Authority, vide notification dated 17.07.2002 it was laid down that a conversion of trade from 'General Trade Category' in Schedule-I to the 'New General Trade Category' in Schedule-II may be allowed free of charge whereas if the particular site or building had been allotted for a specified trade from amongst the entries of Schedule-I ('General Trade Category'), an application for conversion to the 'New General Trade' category of Schedule-II may be allowed upon payment of conversion of trade fee. The notification dated 17.07.2002 lays down as under:-

"FINANCE DEPARTMENT

Order

> ***In supersession of Chandigarh Administration, Finance Department's Order, dated 3rd May, 2002, bearing endorsement No.28/8/3-UTFI(3)-2002/4256-57, dated 14th May, 2002 and in exercise of the powers conferred by second proviso to sub-rule (3) of Rule 9 of the Chandigarh (sale of States and Buildings) Rules, 1960 and sub-rule (11) of Rule 17 of the***

Chandigarh Lease Hold of Sites and Buildings Rules, 1973 read with Sections 3 and 22 of the Capital of Punjab (Development and Regulation) Act, 1952, the Administrator, Union Territory, Chandigarh hereby issues the following directions allowing conversion of trade for commercial sites and buildings, and the payment of conversion of trade fee, which may be revised from time to time, namely :

1. Definitions :

(a) Schdule-1 refers to Schedule-1 appended to the Chandigarh (sale of Sites and Buildings) Rules, 1960.

(b) Schedule-II refers to Schedule-II appended to the Chandigarh (sale of Sites and Buildings) Rules, 1960 or to Shedule Rules, 17-(ii) appended to the Chandigarh Lease Hold of Sites and Buildings Rules, 1973 as applicable.

2. A conversion of trade from the General Trade Category in Schedule-1 to the New General Trade Category in Schedule-II may be allowed free of charge.

3. In case of particular site or building has been allotted for a specified trade from amongst the entries of Schedule-1 (the General Trade Category) an application for conversion to the new General Trade Category of Schedule-II may be allowed upon payment of conversion of trade fee, in view of the fact that earlier use of the business premises was confined only to a specified activity.

4. A conversion of trade from any semi-industrial trade mentioned in Schedule-I to the New General Trade Category in Schedule-II may be allowed upon payment of conversion of trade fee, provided that no manufacturing activity will be allowed on such site/building.

5. A change of trade from the entries numbered at Sr. Nos.1, 2, 11 and 13 in the Special Trade Category of Schedule-I to the New General Trade Category of Schedule-II may be allowed on payment *of conversion of trade fee. As regards Sr. No.3 in the Special Trade Category, a change of trade may be allowed to certain other trades as determined by the Administration from time to time.*

6. Any permission for conversion of trade shall be valid subject to the terms and conditions as specified by the Chief Administrator including the building bye-laws and zoning plans applicable.

7. Where any conversion of trade is allowed, the transferee/lessee and the occupier of the premises shall, in addition to paying the prescribed fee, be liable to comply with all the terms and conditions prescribed in relation to such change of trade, failing which the permission for conversion of rate shall be cancelled and fee forfeited, after issue of notice to the transferee/lessee/occupier and affording him/them an opportunity of being heard.

8. If the occupier of a building, not being the transferee/lessee (but being a bona fide tenant of such transferee/lessee with a valid lease deed or other similar contract that expires at least one year after the date of application) applies for conversion of trade, the Estate Officer shall issue notice to the landlord (transferee/lessee) to appear or to state if he has any objection for permitting conversion of trade unless the application is accompanied by a consent letter (affidavit) of the landlord. All such applications shall be accompanied with certified copy of the lease deed, rent note or agreement which prima facie shows that intended use of the premises has either expressly or implicitly been consented to by the landlord (transferee/lessee).

9. All applications for conversion of trade shall be accompanied with a deposit equal to 10% of the conversion of trade fees. The balance shall be payable within 30 days of the issue of letter of permission, unless within this period the transferee/lessee/occupier opts to pay the balance in nine annual equated instalments with interest @ 10% per annum, compounded annually. The first instalment will be due one year from the date of issue of permission. In case of delay in

payment of fee or any instalment, interest @ 18% per annum (compounded annually) shall be levied. In case of a delay in payment of the fee or any instalment beyond 60 days from the due date, the Estate Officer may cancel the permission after giving notice to the transferee/lessee/occupier, as the case may be.

10. The conversion of trade fee shall be as follows:-

(a) Rs.200 (Rupees Two hundred) per square foot for conversion of trade on ground floor premises.

(b) Rs.100 (Rupees One hundred) per square foot for conversion of trade on upper floor premises.

(c) Rs.600 (Rupee six hundred) per square yard for conversion of trade for open spaces.

Note. Corridors, passages and stairways shall be treated as covered space on the relevant floor.

11. "Commercial premises may be put to an equivalent or lower intensity of use within the same trade category without payment of fees. For example :-

(a) The ground floor of a New General Trade S.C.O. meant for a shop may be used for lower intensity activity such as bank, office, clinic, or an equivalent intensity use such as restaurant or lodging house or entertainment center.

(b) Upper floor of a New General S.C.O. meant for offices may be used for equivalent intensity activities such as bank or clinic."

Chandigarh :
The 25th June, 2002.

KARAN AVTAR SINGH,
Finance Secretary,
Chandigarh Administration."

17. A perusal of the aforesaid notification shows that it was issued on 25.06.2002 but was published on 17.07.2002. The notification dated 04.04.2003 referred to in the Revisional Authority's order was in fact only a communication clarifying certain things and would not be relevant for the purposes of the decision of the instant case.

18. A conjoint perusal of all the notifications referred to in the preceding paragraphs would clearly show that no conversion charges would be payable in the instant case because the disputed SCO was allotted for 'General Trade' and not for any specific category and the user of the first and second floors for running of coaching centers started after the issuance of the amendment dated 16.05.2002 vide which the Schedule was added to the 1973 Rules thereby permitting the running of academic coaching centers against entry No.101 cannot be termed to be misuse.

19. In fact, a similar view was taken by the Chief Administrator Union Territory, Chandigarh on 15.11.2007 (Annexure P-24) and it was held that since the misuse on the basis of which the site had been resumed had been allowed by the Chandigarh Administration, the site could not have been resumed. In that case, the lease of SCO No.210, Sector 36-D, Chandigarh was cancelled and the same was resumed as a coaching center under the name and style of "A.K.Vidyamandir" was running on the ground floor which has been allowed for 'General Trade'. An argument was raised that since the activity had been subsequently permitted, the alleged misuse was no more a misuse. This argument was accepted and the resumption proceedings were set aside.

"Present appeal filed by the appellant under Section 22 (1) of the Chandigarh Lease Hold of Sites and Buildings Rules, 1973 against the order dated 17.5.2006 passed by the respondent, vide which the lease of SCO No.214, Sector 36, Chandigarh, was cancelled and resumed the site along with forfeiture of 10% of the total amount of consideration money, interest and other dues. The appellant prayed for acceptance of the appeal and for setting aside the order dated 17.5.2006 passed by the respondent.

The facts of the case are that SCO No.214, Sector 36, Chd. Was leased out to Sh. Tk Singh and others on the terms and conditions set out in the allotment letter vide office memo No.15823/CP-4251/CIA dated 5.8.1985. As per the terms and conditions of the allotment letter and deed of conveyance, the site in question could be used for general trade only. During the inspection of site, it was found that the site is being used for the purpose other than specified i.e. ground floor to second floor of the building is used for institute under the name and style "A.K.Vidyamandir". The allottees and occupiers were issued show cause notice vide memo No.22790-91/CPL-4251/SIE/Enf. Dated 19.7.2005 as to why the site be not resumed under Section 20 of the Chandigarh Lease Hold of Sites and Buildings Rules, 1973 as amended by the Chandigarh Amendment Act no.17 of 1973 and an amount not exceeding 10% of the premium, interest and other dues payable in respect of the sale of the site, be not forfeited. In response to the show cause notice, counsel for the allottee appeared and filed reply in which he admitted that tenant is misusing the site, but nothing has been done to stop the misuse. Keeping in view the reluctant attitude of the owner as well as occupiers who continued misusing the site for their best benefit, the lease was cancelled by the respondent along with forfeiture of 10% of the amount of consideration money, interest

and other dues, vide impugned order dated 17.5.2006.

Sh. Pardeep Bedi, Learned counsel for the appellant, submitted that the Chandigarh administration has allowed conversion of general trade SCOs vide memo No.3276-UTFI(3)-2002/2195 dated 4.4.2003 and the academic coaching in the SCOs has been permitted. Therefore, the misuse on the basis of which the site was resumed is no more a misuse in view of the above mentioned memo dated 4.4.2003. Keeping in view the above mentioned facts and circumstances, the appeal may be accepted and site may be restored.

Sh. Ashok Gautam, law Officer Estate Office, U.T., Chandigarh, also conceded the above facts and placed on record inspection report dated 17.11.2007. In the inspection report, it is mentioned that no misuse is found at the time of inspection.

Keeping in view the above mentioned facts and circumstances, since, the misuse on the basis of which the site was resumed has been allowed by the Chandigarh Administration. Therefore, there is no misuse of the site, hence the appeal is accepted and the site restored to the appellant.

Announced today the 15th November, 2007.

Orders be communicated to the parties."

20. It is, therefore, manifestly clear that the action of the respondents in saddling the petitioner with misuser charges is palpably erroneous and is the result of total non-application of mind and administrative apathy coupled with the confusion created by the Administration by issuing notification after notification without actually clearing the air on any subject. The respondents, if we may say so, created a mess not only for themselves but also for the petitioner and probably for many other similarly situated persons resulting in the initiation of the present *lis* which is pending before this Court

since 2011.

For the reasons aforementioned, the writ petition is allowed. The impugned orders dated 30.08.2011, 19.11.2008, 03.03.2010, 24.08.2006 and memos dated 18.03.2009, 07.12.2009 (Annexures P-23, P-7, P-20, P-5, P-9 and P-17 respectively) are set aside. A direction is issued to the respondents to refund the entire amount paid by the petitioner along with interest @ 6% per annum from the date of payment till the date of refund.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

31.05.2024
Mamta/Prince Chawla

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