



CWP-21174-2024 (O&M)

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

**CWP-21174-2024 (O&M)
Date of Decision : 30.09.2024**

The Angel Cooperative Group Housing Society Ltd. Petitioner

Versus

Chief Administrator, Haryana Shehri Vikas Pradhikaran and others

..... Respondents

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

Present : Mr. S.S.Sidhu, Advocate
for the petitioner.

Mr. Deepak Sabharwal, Advocate
for the respondents.

VIKRAM AGGARWAL, J

CM-15815-2024

This is an application for placing on record documents
Annexures P-25 and P-26.

For the reasons set out in the application, which is duly
supported by an affidavit, the same is allowed subject to all just exceptions.

Documents Annexures P-25 and P-26 are taken on record.

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Challenge in the instant writ petition is to the demand notices
dated 08.07.2010, 24.10.2011 and 14.01.2016 (Annexures P7, P-8 and P-11



respectively) as well as speaking orders No.6/2015, 9/2016 and 16/2018 (Annexures P10, P-13 and P-14 respectively) and further for refund of Rs.27,07,385/- alongwith interest.

The petitioner-Society is a registered Society. The respondents-Haryana Shehri Vikas Pradhikaran (hereinafter referred to as 'the respondents-HSVP) acquired 254.75 acres of land in 1990-91 for the purpose of developing residential and commercial sites in Sector 20, Panchkula. The respondents-HSVP issued letter of intent dated 26.03.1999 (Annexure P-3) to the petitioner for allotment of a plot measuring 4043 square meters (4835.8 square yards) in Sector 20, Panchkula at the cost of Rs.2234/- per square yard. The petitioner-Society paid a sum of Rs.67,58,000/- from 19.09.1999 till 09.05.2003 as demanded by the respondents-HSVP. It has been averred that after a delay of four years i.e. on 29.05.2003, possession of the plot was handed over to the petitioner.

The respondents-HSVP issued first demand notice dated 30.09.2002, for payment of Rs.32,47,400/- as enhanced cost of land @ Rs.811.85 per square meter. On making full and final payment of Rs.1,35,59,000/- by the petitioner, the respondents-HSVP issued 'No Dues Certificate' to the petitioner and conveyance deed in favour of petitioner was also executed on 05.10.2007.

The respondents-HSVP vide notice dated 08.07.2010 (Annexure P-7), again demanded an amount of Rs.92,06,549/- for recovery of enhanced cost of land. Aggrieved against the said demand notice, the petitioner filed CWP No.14689-2010. During the pendency of the writ petition, a revised



demand notice dated 24.10.2011 (Annexure P-8) was issued by the respondents-HSVP for payment of Rs.69,04,2895 by reducing 25% of the enhanced cost of land. This Court vide order dated 25.09.2013 (Annexure P-9), allowed the writ petition filed by the petitioner and quashed the impugned demand notices and also directed the respondents-HSVP to constitute a committee to determine the enhancement of the cost of acquisition of land while giving opportunity of hearing to the petitioner.

On account of non-compliance of the order dated 25.09.2013, the petitioner filed a contempt petition against the respondents-HSVP. Then the respondents-HSVP, without giving any opportunity of hearing to the petitioner, passed a speaking order (Annexure P-10) and ordered to recover Rs.1099.55 per square yards as a 3rd rate of recovery of enhanced cost of land.

Vide notice dated 14.01.2016 (Annexure P-11), the respondents-HSVP further demanded Rs.53,17,577/- @ Rs.1315.06 per square meters as enhanced compensation. This Court, while disposing of the COCP No.1508 of 2015 on 10.08.2017 (Annexure P-12) granted one opportunity to the petitioner to submit a representation to the respondents-HSVP. In spite of the order passed by this Court, respondents-HSVP passed speaking orders Annexure P-13 and P-14. The petitioner submitted various representations to the respondents-HSVP for refund of the amount but to no avail, leading to the filing of the present writ petition.

4. During the course of arguments, learned counsel for the parties referring to Clause M of the Letter of intent dated 26.03.1999 (Annexure P-3)



which is the arbitral clause have arrived at a consensus. It has mutually been agreed that for effective and conclusive resolution of the dispute, the matter be referred to Arbitration and that for the said purpose, a Single Member Arbitral Tribunal be appointed. With their mutual consent, learned counsel for the parties have also proposed the name of Sh. B.M.Bedi, District & Sessions Judge (Retired).

5. In view of the aforesaid, Sh. B.M.Bedi, District & Sessions Judge (Retired) is appointed as a Single Member Arbitral Tribunal to adjudicate upon the disputes/issues arising in the instant matter for which, the parties shall appear before the said Arbitrator on 14.10.2024 at 10:00 a.m.

The petition is disposed of in the above terms.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

30.09.2024
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Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No