



14.02.2011 was issued to her (Annexure P-3). The petitioner could not deposit the amount due, as a result of which a notice was given calling upon her to pay a sum of Rs.16,75,631/- along with 10% interest. However, as the same could not be paid, the disputed plot was resumed vide order dated 04.12.2017 (Annexure P-4). An appeal was preferred against the same but the appeal was also dismissed vide order dated 29.06.2022 (Annexure P-5), leading to the filing of the instant petition.

3. Learned counsel for the petitioner was heard.

4. It was submitted by learned counsel that the petitioner is willing to clear the entire outstanding amount and prayed that the plot be restored to the petitioner. On a pointed query of the Court as regards non-payment of the outstanding dues, the petitioner having been non-responsive to the notices issued by the respondent, the delay in filing of appeal against the order of resumption and delay in filing the instant writ petition after dismissal of the appeal, learned counsel had virtually no explanation to offer.

5. We have considered the submissions made by learned counsel for the petitioner.

6. The disputed plot was initially allotted to one Susheel Balyan vide letter of allotment dated 20.09.2008 (Annexure P-1). The rate per sq. mtr was Rs.6050/- and the tentative price was Rs.1078110/-. The schedule of installments was also given in the letter of allotment. After exchanging some hands, as has been mentioned while detailing the facts of the case, the disputed plot was ultimately re-allotted to the present petitioner on 14.02.2011. The schedule of payment of installments was given in the re-allotment letter, which shows that the

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petitioner had to pay 4 installments on 20.09.2011, 20.09.2012, 20.09.2013 and 20.09.2014 amounting to Rs.199452/-, Rs.183280/-, Rs.167108/- and Rs.150936/- respectively. It appears that the petitioner did not pay any amount, for, no details regarding the same have been given in the writ petition. Eventually, resumption proceedings were initiated and as per the resumption order dated 04.12.2017, notices issued on 25.06.2016, 12.08.2016, 28.12.2016, 14.02.2017, 30.05.2017 and 13.09.2017 went un-responded. It, therefore, means that after 2010 no amount was paid. Left with no other alternative, the disputed plot was resumed on 04.12.2017. This order was assailed by the petitioner by way of an appeal which was filed on 08.04.2021 i.e. nearly 4 years after the order of resumption having been passed. This appeal was also dismissed on 29.06.2022. The petitioner again went into a slumber and woke up in May 2024 when he filed the instant petition. It essentially means that in the last 14 years, no amount has been paid. The observation of the appellate authority that the appeal appeared to have been filed on account of escalation in the prices of properties, cannot be said to be erroneous. The litigation initiated by the petitioner seems to be speculative. The petitioner is not being able to show as to under what circumstances, installments were not paid in time and why the notices for payment went un-responded. This Court, has therefore, no hesitation in stating that the petitioner appears to be a chronic and rank defaulter who would deserve no sympathy. Further, the petitioner has been extremely lax not only in paying the outstanding amount but also in availing his legal remedies. On this account also, the petitioner deserves to be non-suited.



7. No doubt, it is well settled that resumption should normally be a weapon of last resort. It has so been held in a number of judgments viz *M/s Teri Oat Estates (Private) Limited Vs. U.T., Chandigarh, (2004) 2 SCC 130* and *Dheera Singh Vs. U.T. Chandigarh Administration, 2012 (4) RCR (Civil) 970*. However, where the allottee is a chronic and a rank defaulter and the default is willful which in the present case is, there would be no hesitation in invoking the said provisions.

8. There is another aspect of the matter. Against the order passed by the appellate authority, the petitioner had the remedy of preferring a revision petition to the Secretary, Department of Town and Country Planning as per the provisions of Section 17(8) of the Haryana Shehri Vikas Pradhikaran Act, 1977, which the petitioner chose not to avail. Even in the writ petition, the petitioner has mentioned that the petitioner does not have any other remedy, which is also factually and legally a wrong statement.

9. Be that as it may, keeping in view the facts and circumstances as have been noticed in the preceding paragraphs, we do not find any reason to interfere in the impugned orders and accordingly, the writ petition stands dismissed.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

Reserved on :08.07.2024
Pronounced on: 29.07.2024
vcgarg

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No