



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

(110)

RSA No.2076 of 2019 (O&M)

Date of Decision: 13.05.2025

Gurdev Kaur and another

...Appellants

Versus

Ludhiana Improvement Trust, Ludhiana and others

...Respondents

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Saurabh Singla, Advocate
for the appellants.

VIKRAM AGGARWAL, J (ORAL)

1. This is plaintiffs second appeal against the judgment and decree dated 12.04.2018 passed by the Court of Additional District Judge, Ludhiana, dismissing the appeal filed against the judgment and decree dated 06.08.2016 passed by the Court of Civil Judge (Junior Division), Ludhiana, vide which the suit for mandatory injunction and permanent injunction filed by the plaintiffs was dismissed.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3. The plaintiffs filed a suit for mandatory injunction directing the defendant (Ludhiana Improvement Trust) to deliver the possession of Plot No. 13-C measuring 500 sq. yards in 475 Acre Scheme (Shaheed Bhagat Singh Nagar, Ludhiana) (hereinafter referred to as the disputed plot). Consequential relief of permanent injunction restraining the defendant from transferring the disputed plot was also sought.

4. The case set up was that one Mal Singh (husband of plaintiff No.1 and father of plaintiffs No.2 and 3) was owner in possession of land

measuring 40 Kanals 06 Marlas situated at Village Gurnet, Tehsil and District Ludhiana. This land was acquired for development of 550 Acres Scheme (Bhai Randhir Singh Nagar). Mal Singh expired on 21.02.2008. Mal Singh was a locally displaced person. Applications were invited by the defendant for allotment of plots to locally displaced persons on reserved price. Mal Singh had applied for a plot in lieu of his land which had been acquired and had deposited earnest money on 06.06.1985. The name of Mal Singh appeared in the list of eligible allottees. However, no allotment was made. Eventually a legal notice was served. Despite the same, no allotment was made.

5. Mal Singh, thereafter, preferred CWP No. 6152 of 1996 in this Court. The said writ petition was allowed on 30.04.1996 and the defendant was directed to decide the claim of Mal Singh within two months.

6. Accordingly memo dated 01.06.1995 was issued in favour of Mal Singh and Pritam Singh vide which the disputed plot was allotted. It was the case of the plaintiffs that the name of Pritam Singh had wrongly been mentioned in the allotment letter dated 01.06.1998 and the price had been mentioned as Rs.2910/- per sq. yards which was very high and the plot was to be allotted at the reserve price. A representation was accordingly submitted on 07.01.1999 for correction in the allotment letter and reduction in the price. Legal notice dated 14.02.2008 was also issued, but possession was not delivered.

7. The defendant took a stand in the written statement that the disputed plot had been allotted to Mal Singh, Pritam Singh, Baldev Singh, Gurnam Singh and Gurdev Kaur. The total sale price was ₹14,55,000/- out of which ₹3,63,150/- was to be paid on 30.06.1998. However, no amount

was deposited. Mal Singh had even refused to accept the allotment letter. Defendant No.2 filed a separate written statement stating that he as attorney of Mal Singh had filed CWP No. 6152 of 1996. It was his case that Mal Singh had sold the plot to him which had been allotted to Mal Singh by the Trust and had executed an agreement to sell and a Will in his favour along with a general power of attorney. It was on the basis of this general power of attorney that the writ petition had been filed.

8. In the replication, averments made in the written statement were denied and those made in the plaint were reiterated.

9. From the pleadings of the parties, firstly the issues were framed on 08.12.2012. However, from the amended pleadings, the following issues were re-framed on 09.07.2014 :-

1. Whether the plaintiffs are entitled to mandatory injunction as prayed for? OPP
2. Whether the plaintiffs are entitled to permanent injunction as prayed for? OPP
3. Whether Mal Singh has sold the plot allotted to him by the Improvement Trust to defendant No.2 on 14.09.1994? OPD
4. Whether Mal Singh executed a Will in respect of the said land in favour of defendant No.2 and also executed general power of attorney in favour of defendant No.2? OPD
5. Whether the plaintiffs are stopped by their act, conduct and acquiescence to challenge the allotment letter? OPD
6. Whether the plaintiffs have no cause of action? OPD
7. Whether the suit of plaintiffs is badly barred by limitation? OPD
8. Relief.”

10. Parties led their respective evidence. The trial Court dismissed the suit vide judgment and decree dated 06.08.2016 and the appeal filed against the same was also dismissed on 12.04.2018 by the Court of Additional District Judge, Ludhiana, leading to the filing of the present Regular Second Appeal.

11. I have heard learned counsel for the appellants.

12. Learned counsel for the appellants has submitted that both Courts erred in dismissing the suit. It has been contended that being a locally displaced person, Mal Singh was duly entitled to the allotment of a plot which was duly allotted after filing of a writ petition but till today, the possession has not been delivered. Learned counsel submits that both Courts did not examine the matter from correct perspective and erroneously non-suited the appellants.

13. I have considered the submissions made by learned counsel for the appellants and find the same to be devoid of merits.

14. It is not in dispute that the land of Mal Singh was acquired for the development of Bhai Randhir Singh Nagar, Ludhiana. It is also not in dispute that he was a locally displaced person. It is further not in dispute that pursuant to directions issued by a Division Bench of this Court on 30.04.1996 in CWP No. 6152 of 1996, the disputed plot was allotted in favour of Mal Singh, Pritam Singh, Baldev Singh, Gurnam Singh and Gurdev Kaur. Gurdev Kaur is the wife of Pritam Singh whereas Baldev Singh and Gurnam Singh are his sons. It has not been brought on record as to who Pritam Singh is. The plot was allotted vide allotment letter dated 01.06.1995 and the rate fixed was ₹2910/- per sq. yard. The total sale consideration came to ₹ 14,55,000/- out of which ₹3,63,750/- was payable

on 30.06.1998. Admittedly, no amount was deposited pursuant to the issuance of the allotment letter. It is also the case of the defendants that even the allotment letter (Annexure P-6) was not accepted by Mal Singh. Gurdev Kaur stated in her cross-examination that she could not tell how much amount had been deposited by her husband and in-fact she admitted that no amount had been deposited. She was aware of the total sale consideration of the plot and the 25% amount which was to be deposited by 30.06.1998. Though, the plaintiffs took a stand that representations had been filed by them, no such representations were produced on record.

15. It was also rightly found by the learned First Appellate Court that no declaration had been sought by the plaintiffs that the allotment letter should have been issued only in the name of Mal Singh or in the name of the plaintiffs and that the name of Pritam Singh should have been deleted. The Courts therefore rightly non-suited the plaintiffs. I do not find any error in the said concurrent findings warranting interference in the second appeal.

In view of the aforesaid circumstances, I do not find any merit in the present appeal and the same is accordingly dismissed.

Pending application(s), if any, shall also stand disposed of.

(VIKRAM AGGARWAL)
JUDGE

May 13, 2025
Rekha

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