

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

(1)

CWP-9717-2019
Reserved on: 03.02.2025
Date of Decision: 20.02.2025

DAULAT RAM BHATTI

...Petitioner

V/S

STATE OF PUNJAB AND OTHERS

...Respondents

Sr. No.	Case No.	Party Name
2	CWP-10086-2019	KAMALJIT KAUR UPPAL AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
3	CWP-10161-2019	SUKHWINDER PAL Vs STATE OF PUNJAB AND OTHERS
4	CWP-10489-2019	AJAIB SINGH Vs STATE OF PUNJAB AND OTHERS
5	CWP-10510-2019	SAYVINDER SINGH Vs STATE OF PUNJAB AND OTHERS
6	CWP-10561-2019	POOJA RANI Vs STATE OF PUNJAB AND OTHERS
7	CWP-10581-2019	POONAM MEHTA Vs THE STATE OF PUNJAB AND OTHERS
8	CWP-10590-2019	SAT PARKASH Vs STATE OF PUNJAB AND OTHERS
9	CWP-10609-2019	DALJINDER SINGH BAIDWAN Vs THE STATE OF PUNJAB AND ORS
10	CWP-11016-2019	MANDEEP SINGH AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
11	CWP-11194-2019	USHA CHOPRA AND ANR Vs STATE OF PUNJAB AND OTHERS
12	CWP-11229-2019	OM PARKASH CHOPRA Vs STATE OF PUNJAB AND OTHERS
13	CWP-11284-2019	ABHIMANYU ARORA AND ANR Vs STATE OF PUNJAB AND OTHERS
14	CWP-11341-2019	VINOD KUMAR Vs THE STATE OF PUNJAB AND ORS
15	CWP-12615-2019	KAMLESH RANI AND ANOTHER Vs STATE OF PUNJAB AND OTHERS



16	CWP-12618-2019	SURJIT SINGH Vs STATE OF PUNJAB AND OTHERS
17	CWP-12623-2019	ANAIB SINGH Vs STATE OF PUNJAB AND OTHERS
18	CWP-12901-2019	GULSHAN RATTAN Vs STATE OF PUNJAB AND OTHERS
19	CWP-14461-2019	ACHHRI GARG Vs STATE OF PUNJAB AND OTHERS
20	CWP-15531-2019	PARAMJIT SINGH Vs STATE OF PUNJAB AND OTHERS
21	CWP-22706-2019	SANDEEP RANA Vs STATE OF PUNJAB AND OTHERS
22	CWP-23880-2019	HARVINDER SINGH AND OTHERS Vs STATE OF PUNJAB AND OTHERS
23	CWP-24458-2019	SAVITA RANI Vs STATE OF PUNJAB AND OTHERS
24	CWP-24535-2019	TANMEET SINGH Vs STATE OF PUNJAB AND OTHERS
25	CWP-26313-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
26	CWP-26339-2019	JOTINDER JEET KAUR SANDHU Vs STATE OF PUNJAB AND ORS
27	CWP-26353-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
28	CWP-26355-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
29	CWP-26370-2019	AMANDEEP KAUR Vs STATE OF PUNJAB AND ORS
30	CWP-26372-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
31	CWP-26375-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
32	CWP-26387-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
33	CWP-26414-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
34	CWP-26415-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
35	CWP-26419-2019	HARJINDER SINGH Vs STATE OF PUNJAB AND ORS
36	CWP-26427-2019	KARNAIL SINGH Vs STATE OF PUNJAB AND ORS
37	CWP-26544-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND OTHERS



38	CWP-26547-2019	RAGHBIR SINGH Vs STATE OF PUNJAB AND ORS
39	CWP-30356-2019	GURINDER KAUR Vs STATE OF PUNJAB AND OTHERS
40	CWP-31142-2019	GOBIND PARKASH MEHTA Vs STATE OF PUNJAB AND OTHERS
41	CWP-31148-2019	UPASNA SALUJA Vs STATE OF PUNJAB AND OTHERS
42	CWP-34123-2019	GURDEEP SINGH Vs STATE OF PUNJAB AND ANR
43	CWP-35008-2019	KULDEEP KAUR Vs STATE OF PUNJAB AND ORS
44	CWP-35367-2019	LAKHWINDER SINGH Vs STATE OF PUNJAB AND ORS
45	CWP-36739-2019	USHA BANSAL AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
46	CWP-6010-2019	NARINDER SINGH Vs STATE OF PUNJAB AND OTHERS
47	CWP-2298-2025	GIAN KAUR THROUGH POWER OF ATTORNEY Vs STATE OF PUNJAB THROUGH ITS SECRETARY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND OTHERS
48	CWP-9723-2019	HARDEEP SINGH UPPAL Vs STATE OF PUNJAB AND OTHERS
49	CWP-9727-2019	NIRMAL SINGH KAHLON AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
50	CWP-9796-2019	HARDEEP SINGH AND ANR Vs STATE OF PUNJAB AND OTHERS
51	CWP-9817-2019	MANMOHAN SINGH DHALIWAL AND ANR Vs STATE OF PUNJAB AND OTHERS
52	CWP-9989-2019	GURINDER PAL Vs THE STATE OF PUNJAB AND OTHERS
53	CWP-9995-2019	POOJA RANI Vs THE STATE OF PUNJAB AND OTHERS
54	CWP-10859-2020	N.S.S. PAUL AND ANR Vs STATE OF PUNJAB AND ANR
55	CWP-11060-2020	RAJBIR SINGH VIRK AND ANR Vs STATE OF PUNJAB AND ORS
56	CWP-11061-2020	NARATA SINGH Vs STATE OF PUNJAB AND ORS
57	CWP-11104-2020	JASVIR KAUR Vs STATE OF PUNJAB AND ORS
58	CWP-11105-2020	JASVIR KAUR Vs STATE OF PUNJAB AND ORS
59	CWP-12345-2020	PARVEEN SHARMA AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
60	CWP-13292-2020	HARDIK SINGH SAWHNEY Vs STATE OF



		PUNJAB AND OTHERS
61	CWP-13441-2020	SUNIT DUTT VERMA Vs STATE OF PUNJAB AND OTHERS
62	CWP-13491-2020	AVTAR SINGH PURI Vs STATE OF PUNJAB AND ANOTHER
63	CWP-14885-2020	GURMEET SINGH Vs STATE OF PUNJAB AND OTHERS
64	CWP-15017-2020	MANINDER SINGH AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
65	CWP-15387-2020	RAJAN WALIA AND ANR Vs STATE OF PUNJAB AND OTHERS
66	CWP-16266-2020	MOHINDER KAUR AND ORS Vs STATE OF PUNJAB AND ANOTHER
67	CWP-16759-2020	NIRMAL SINGH Vs STATE OF PUNJAB AND OTHERS
68	CWP-18601-2020	PREETI Vs STATE OF PUNJAB AND OTHERS
69	CWP-18990-2020	PARAMJIT SINGH Vs STATE OF PUNJAB AND ANOTHER
70	CWP-21089-2020	JASKARANJIT SINGH Vs STATE OF PUNJAB AND OTHERS
71	CWP-6566-2020	AMARJIT KAUR Vs STATE OF PUNJAB AND ORS
72	CWP-6831-2020	SHASHI KAMAL GUPTA Vs STATE OF PUNJAB AND ORS
73	CWP-6835-2020	HARISH KUMAR AND ANR Vs STATE OF PUNJAB AND ORS
74	CWP-6982-2020	NIVEDITA AND ANR Vs STATE OF PUNJAB AND OTHERS
75	CWP-7181-2020	GURBACHAN SINGH Vs STATE OF PUNJAB AND ORS
76	CWP-7431-2020	RITIKA VERMA Vs STATE OF PUNJAB AND OTHERS
77	CWP-7523-2020	NARINDER GUPTA Vs STATE OF PUNJAB AND OTHERS
78	CWP-7735-2020	TEJINDER KUMAR JINDAL (HUF) Vs STATE OF PUNJAB AND OTHERS
79	CWP-7859-2020	KULJIT SINGH Vs STATE OF PUNJAB AND OTHERS
80	CWP-7983-2020	TARUN SHAKTI DAHIYA Vs STATE OF PUNJAB AND OTHERS
81	CWP-8169-2020	NARINDER SINGH AND ANR Vs STATE OF PUNJAB AND OTHERS
82	CWP-8202-2020	OM PRAKASH DHAKAR AND ANR Vs STATE OF PUNJAB AND OTHERS



83	CWP-8524-2020	GURMAIL SINGH AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
84	CWP-9362-2020	DALBIR SINGH Vs STATE OF PUNJAB AND OTHERS
85	CWP-1078-2021	SANVIR SHARMA AND ANR Vs STATE OF PUNJAB AND ORS
86	CWP-5123-2021	HARJIT PAL SINGH AND ANR Vs STATE OF PUNJAB AND ANR
87	CWP-8098-2021	RAVINDER SINGH AND ANR Vs STATE OF PUNJAB AND OTHERS
88	CWP-10864-2022	SHIVENDU PRASHAR Vs STATE OF PUNJAB AND ORS
89	CWP-12457-2022	LACHHMAN SINGH AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
90	CWP-14135-2022	SARLA DEVI AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
91	CWP-16377-2022	JAIYA ANAND AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
92	CWP-29938-2022	RAJINDER SINGH AND ANOTHER Vs STATE OF PUNJAB AND OTHERS
93	CWP-6877-2022	RANJIT SINGH TIWANA Vs STATE OF PUNJAB AND ANR
94	CWP-10561-2023	YADVINDER KAUR AND ANR Vs STATE OF PUNJAB AND OTHERS
95	CWP-12029-2023	ROHIT GUPTA Vs STATE OF PUNJAB AND OTHERS
96	CWP-12362-2023	VINEET KRISHAN Vs STATE OF PUNJAB AND OTHERS
97	CWP-13150-2023	ISMA TAHIR Vs STATE OF PUNJAB AND OTHERS
98	CWP-15849-2023	GURPREET KAUR Vs STATE OF PUNJAB AND ANOTHER
99	CWP-17359-2023	BIKRAMJIT SINGH BAJWA Vs STATE OF PUNJAB AND OTHERS
100	CWP-17381-2023	DOLLY AGGARWAL Vs STATE OF PUNJAB AND OTHERS
101	CWP-20758-2023	RANI GUPTA AND ANOTHER Vs STATE OF PUNJAB AND ANOTHER
101	CWP-20848-2023	RAVINDER GOYAL Vs STATE OF PUNJAB AND ANOTHER
103	CWP-22586-2023	DEVEN WALIA Vs STATE OF PUNJAB AND OTHERS
104	CWP-6770-2023	MANOHAR SHARMA AND ANOTHER Vs STATE OF PUNJAB AND OTHERS

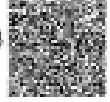


105	CWP-701-2023	RAJ KUMAR Vs STATE OF PUNJAB AND OTHERS
106	CWP-8192-2023	RANJIT SINGH Vs STATE OF PUNJAB AND OTHERS
107	CWP-12331-2024	PARAMJIT SINGH Vs STATE OF PUNJAB AND ANR
108	CWP-13613-2024	KULWINDER KAUR Vs STATE OF PUNJAB AND ORS
109	CWP-15449-2024	DHANWINDER SINGH AHLUWALIA AND ANR Vs STATE OF PUNJAB AND ORS
110	CWP-206-2024	SANJEEV KUMAR MISHRA AND ANR Vs STATE OF PUNJAB AND ANOTHER
111	CWP-22046-2024	KAMLESH KUMARI Vs STATE OF PUNJAB AND ORS
112	CWP-25029-2024	DEEPIKA KUMAR Vs STATE OF PUNJAB AND ORS
113	CWP-25064-2024	ROHIT KATRU AND ANR Vs STATE OF PUNJAB AND ORS
114	CWP-28486-2024	VARINDER KUMAR AND ANR Vs STATE OF PUNJAB AND ORS
115	CWP-904-2024	DEVINDER SINGH GILL Vs STATE OF PUNJAB AND ANOTHER
116	CWP-910-2024	RAJINDER KAUR Vs STATE OF PUNJAB AND ANOTHER
117	CWP-96-2024	SIMMI KOHLI AND ANR Vs STATE OF PUNJAB AND OTHERS
118	CWP-6659-2020	NAVEEN GUPTA Vs STATE OF PUNJAB AND OTHERS (Reserved on: 11.02.2025)

**CORAM: HON’BLE MR. JUSTICE SURESHWAR THAKUR
HON’BLE MR. JUSTICE VIKAS SURI**

Argued by: Mr. S.S. Rangî, Advocate
Mr. Ramanpreet Singh, Advocate
Mr. Didar Singh, Advocate
Ms. Sukhanpreet Kaur Rangî, Advocate and
Mr. Fateh Sahota, Advocate for the petitioner(s)
(in CWPs-9717, 12615, 12618, 12623, 24458, 24535-2019, 26313, 26339, 26353, 26355, 26370, 26372, 26375, 26387, 26414, 26415, 26419, 26427, 26544, 26547-2019, CWPs-11060, 11061-2020, 11104, 11105, 21089 of 2020, CWP-1078-2021 and CWPs-25029, 25064, 28486 of 2024).

Mr. Jasdev Singh Mehndiratta, Advocate
Ms. Jyotnoor Kaur Sethi, Advocate and



Mr. Navreet Dhaliwal, Advocate
for the petitioners (in CWP-7181-2020).

Ms. Manvi Singla, Advocate for
Mr. Rajesh Punj, Advocate
for the petitioners (in CWP-11341-2019).

Mr. Jaskaran Singh, Advocate (through VC)
for petitioner No.1 (in CWP-15449-2024).

Mr. Rajan Rai, Advocate for
Mr. Manoj Pundir, Advocate
for the petitioner (in CWP-36739-2019).

Mr. Rajeev Anand, Advocate
for the petitioners (in CWP-13441-2020).

Mr. Bikramjit Singh Bajwa, Advocate
for the petitioners (in CWP-17359-2023).

Mr. Pawan Singh, Advocate for
Mr. Vijay Pal, Advocate
for the petitioners (in CWP-18601-2020).

Mr. Sanjeev Soni, Advocate
for the petitioners (in CWP-2298-2025).

Ms. Mona Yadav, Advocate
for the petitioners (in CWP-15531-2019
and CWP-12457-2022).

Mr. J.S.Rana, Advocate
for the petitioners (in CWP-22706-2019).

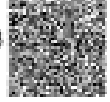
Mr. Harish Goyal, Advocate
for the petitioner (in CWP-34123-2019).

Mr. Harsh Manocha, Advocate
for the petitioner (in CWP-13613-2024).

Mr. Naresh Kaushal, Advocate and
Mr. Nitish Kaushal, Advocate
for the petitioners (in CWP-14461-2019
and CWP-16759-2020).

Mr. Chander Pal Tiwana, Advocate and
Ms. Swati Tiwana, Advocate
for the petitioners (in CWP-15387-2020).

Mr. Mohit Jaggi, Advocate



for the petitioners (in CWPs No.23880, 35008 and 35367 of 2019 and CWP-8192-2023).

Ms. Suman Jain, Advocate
Mr. Shubham Jain, Advocate and
Mr. Rishabh Jain, Advocate
for the petitioners (in CWPs No.11299, 11194, 11284, 31142 and 31148 of 2019).

Mr. Rai Singh Chauhan, Advocate
for the petitioners (in CWP-12345-2020).

Mr. Amandep Saini, Advocate
for the petitioners (in CWP-22706-2019 and CWPs No.6231, 6835, 6892, 7523, 7859, 7983, 8169, 7431, 7735, 8524 and 8202 of 2020).

Mr. Rahul Sharma, Advocate and
Mr. S.Garg, Advocate
for the petitioners (in CWP-22586-2023).

Mr. Pankaj Middha, Advocate
for the petitioner (in CWP-17381-2023).

Mr. Amandeep Saini, Advocate
for the petitioner (in CWP-6659-2020)

Mr. Pradeep Sharma, Advocate
for the petitioner (in CWP-9362-2020)

Mr. Mohit Kapoor, Sr. Deputy Advocate General, Punjab.

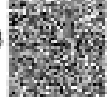
Mr. Maninder Singh, Sr. DAG, Punjab (in CWP-6659-2020)

Mr. V.G. Jauhar, Advocate and
Mr. Ranwant Sangha, Advocate
for respondent-GMADA.

Mr. Ankur Mittal, Advocate
Mr. Sandeep Chabbra, Advocate
Ms. Kushaldeep Kaur, Advocate
Ms. Saanvi Singla, Advocate and
Mr. Siddharth Arora, Advocate (*Amicus Curiae*).

Ms. Manveen Narang, Advocate
for respondent-GMADA (in CWP-6010-2019).

Mr. R.S. Khosla, Senior Advocate with
Mr. Yogender Verma, Advocate
for the respondent (in CWP No.12901 of 2019).



Ms. Anu Chatrath, Senior Advocate with
Mr. Nishant Maini, Advocate
for respondent No.2 (in CWP-34123-2019).

Mr. Birinder Singh, Advocate
for respondents No.2 and 3 (in CWP-6659-2020).

SURESHWAR THAKUR, J.

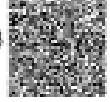
1. Since all the writ petitions involve a common question of law as well as common reliefs have been sought therein, as such, all the writ petitions are amenable to become decided through a common verdict.

2. For the sake of brevity, the facts are taken from CWP-9717-2019.

3. Through the instant writ petition, the petitioner prays for the quashing of the impugned demand of Rs.7,50,000/- raised vide condition No.3 of the allotment letter dated 24.01.2019 (Annexure P-4). The said condition No.3, as carried in Annexure P-4 becomes extracted hereinafter.

“3. Additional price on account of actual measurement of plot being more than allotted/indicated size as per entitlement or due to enhancement in compensation of acquired land or due to increase in the cost of development otherwise due to delays beyond the control of GMADA and as per the scheme rate will be charged extra on pro-rata basis.”

4. Initially since the present petitioners are transferees from the original allottees, therefore, it is imperative to also extract one of the letters of intent as became issued by the respondents vis-a-vis the initial original allottees. Resultantly, the contents of one such letter(s) of intent which is stated to be common to all the original allottees, thus becomes extracted



“1. As the basis of allotment is Revenue Record of Rights, if at a later stage it is found that the land owned/offered by you is less or some third party dispute/court case is pending with regard to the land or that you are not entitled/competent to make the offer, the LOI shall be deemed to have been canceled.

2. The allotment is subject to the provisions of Punjab Regional and Town Planning and Development Act 1995, read with the Rules, Regulations and policies framed there-under from time to time.

3. The Letter of intent is transferable, by way of sale, gift or otherwise with the prior permission of Estate Officer, GMADA, SAS Nagar subject to payment of 2.5% of the price of the plot at scheme rate and Rs. 2500/- for Residential and Rs.5000/- for Commercial as processing fee.

4. The plot shall be used only for the indicated purpose(s). In case of breach of such conditions, GMADA shall have the right to resume the plot under the provisions of Punjab Regional and Town Planning and Development Act 1995.

5. The said plot is being offered on "as is where is" basis.

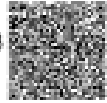
6. Possession of plot shall be handed over to the allottee after completion of development Works.

7. Any change in address must be notified by registered A.D to Estate Officer, GMADA, SAS Nagar or through, e-mail eo@gmada.gov.in or website of GMADA www.gmada.gov.in.

8. Subject to the provisions of the Act all the disputes and for differences which may arise in any manner touching or concerning this allotment shall be referred to the Sole Arbitrator Chief Administrator Greater Mohali Area Development Authority (GMADA) or any person appointed/nominated by him in this behalf. The award of such Arbitrator shall be final and binding on the parties. Arbitration shall be governed by the Arbitration and conciliation Act 1996, as amended from time to time.

9. While corresponding with GMADA, applicant is required to quote the Reference No. as cited above in the subject.

10. For special LOI's Only



The special LOI pertains to fractional share resulting from land Pooling Scheme and the same can be consolidated for residential/SCO/Booth/Small Booth subject to the condition that the aggregate of special LOI's equalises with the size of the respective plot of available size Consequently the Special LOI's will have to be returned in original for the issue of fresh LOI.

Note:- GMADA shall not be liable to consolidate the special LOI's into one LOI for any particular size in case plots of such size are not available for allotment.”

5. A perusal of the land pooling policy issued by the Govt. of Punjab vide notification dated 19.06.2013 (Annexure P-2) and of the brochure of the allotment scheme (Annexure P-1) floated for Sector 88-89, SAS Nagar (Mohali) by the respondents, thus makes it is clear that therein, there is no such condition of charging any extra amount on account of preferred location charges. The respondents as well as the allottees are governed and bound by the terms and conditions of the land pooling policy as well as by the brochure of the allotment scheme, whereons, became erected the apposite letters of intent, as became issued vis-a-vis the original allottees, whereby the said contractual covenants, thus become an inviolable contractual covenant. The relevant envisagings as made in Annexure P-1 become extracted hereinafter.

“xxx

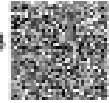
iv. Allotment of booth residential & commercial sites will be done through draw of lots.

xxx

SPECIAL LOI

1. For land measuring less than one acre the land owner can avail cash compensation or can have special LOI, which he can sale or purchase. The LOI and special Letter of Intent of a single scheme can be clubbed together. A transfer fee of 2% will be charged on sale/purchase of Letters of Intent.

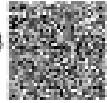
xxx”



6. Tritely the original allottees transferred the subject plots to their respective alienees and preceding therewith, thus permission was accorded by the respondents on 23.11.2015. Though, pursuant to each of the subject allottees liquidating the ordained transfer fee, to the respondent concerned, though therebys the respondents concerned, were required to be not through creating any novated condition, thus alter the inviolable contractual covenant(s), as become embodied in the letter of allotment, as, became issued to the original allottees. However, post the subject allottees liquidating the requisite transfer fee to the respondent concerned, wherebys yet the latter proceeding to make the impugned demand in Annexure P-4 and with thereins becoming echoed such expressions which are contended to be unjust as well as arbitrary. Therefore, the apposite inviolable contractual condition which rather post the execution of a binding contract inter se the initial allottee(s) and the respondent concerned, thus became novated, whereupons for all the hereinafter stated reasons, the said novated condition(s) are to be construed to be unjust and arbitrary.

7. The cardinal principle of law of contract besides of the concomitant thereof, thus the right of property inter alia are:-

a) The initial transfers as made to the original allottees when thus become founded upon explicit conditions, as embodied in Annexure P-1, therebys the said contractual covenants, but comprise inviolable contractual covenants, which became entered amongst the original allottees and the acquiring authority i.e. GMADA, therebys they are not required to be

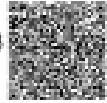


subsequently altered vis-a-vis any subsequent transferee from the original allottee.

b) The acquisition of rights, title and interest by the land-losers over the subject lands, thus in pursuance to a policy floated by the respondents Annexure P-2 also thus becoming unamenable to be subsequently and that too unilaterally modified or novated through the issuance of the impugned condition.

c) The inviolable contractual conditions/covenants, as enclosed in the binding and effective contract executed between the initial allottees and the respondents concerned, and whereby the initial allottees became invested with completest right, title and interest rather in the subject allotments. Resultantly, such initially issued letters of intents vis-a-vis the original allottees, thus wherein became embodied inviolable covenanted conditions, as become mentioned in the hereinabove extracted letter of intent, thus even vis-a-vis the subsequent transferees, do naturally hold immutable continuity of force.

d) If the said interpretation is not assigned to the cardinal principles relating to the law of contract, which has its genesis in the initially executed contract entered between the original allottees and the respondent concerned, thereby the investment of completest right, title and interest in the original allottees, through the respectively issued to them, rather letters of intent, one of which is extracted hereinabove, rather would become ill amenable to be subsequently unilaterally and arbitrarily

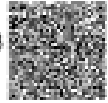


novated. Resultantly, thereby there would an untenable interference in the investment of complete right, title and interest vis-a-vis the subject plots, qua the initial allottees.

e) Resultantly, thereby too, there would be an ill tinkering by the respondents, thus with the investment of right, title and interest in the original allottees through their entering into a contract with the concerned, as manifested, in the respectively issued, thus the letters of intent, wherein, conditions in terms of Annexure P-1, became embodied, conditions whereof are to be holding perpetuity of operation even with respect to the subsequent transferee(s) from the original allottees.

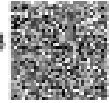
8. Though the effect of the above inferences, has been seriously contested by the respondents, through their creating a distinction between the original allottees and the subsequent transferees. However, the said created distinction though, is contended to be based upon an intelligible differentia, rather having a nexus with objective sought to be achieved. Furthermore, the said inter se nexus, is contended by the learned counsel for the respondent, to become niched, in the fact that only vis-a-vis the original allottees, who are the land-losers, thus the present impugned monetary encumbrance becoming not foisted but yet the instant monetary encumbrance, rather is required to be imposed upon the subsequent transferee(s) from the original allottee(s).

9. However, since the scheme (Annexure P-2) which was carved vis-a-vis the land-losers concerned, apparently did not make therein, the instant impugned condition. Therefore, when otherwise for making valid



rather the operation of the impugned condition vis-a-vis both the land-losers concerned, and their subsequent transferees, thus naturally required that the said becoming so specifically stated in Annexure P-2. However, since the impugned condition, has not been stated therein, thereby the transferees from the original allottees, who otherwise are not forbidden under the scheme of allotment, to subsequently transfer the subject plots to their respective alienees, but cannot become encumbered with the instant unilaterally novated condition(s) which were never imposed vis-a-vis the original land-losers/original allottees concerned. Therefore, it was grossly untenable for the respondents to impose such conditions upon the subsequent allottees which were never imposed upon the original allottees.

10. If so, both the original allottees and their transferees, do stand on a co equal footing, and, thereby there cannot be any distinction between the original allottees and their transferees nor thereby there appears to be any well founded intelligible differentia, thus having a nexus with the objective sought to be achieved. Contrarily, the impugned condition is an impermissible novation of the original contract entered into between the initial allottee and the respondents, whereby when naturally the said novation condition, does openly breach the apposite initially made inviolable contractual covenant(s), inasmuch as, the said condition remaining not expressly mentioned in the initial letter of allotment, thereby the apposite subsequent introduction, only against the subsequent transferee(s), but makes it to be an untenably introduced condition. Therefore, when the original conditions are to be holding force, thus even in respect of the subsequent transferees of the subject plots. However, when there has been



but an arbitrary novation of the original contractual condition, and that too unilaterally, as such, the instant impugned conditions, are capriciously and arbitrarily drawn and thereto no validity can be foisted.

11. Last but not the least, through the imposition of the impugned condition, there has been a unilateral expropriation vis-a-vis the right of the subsequent allottee/transferees, thus to receive the subject plots, but with the same terms and conditions, whereons, their respective vendors received them from the respondent/GMADA concerned. Resultantly thereby the unilaterally made novated conditions from the original conditions, thus are declared to be unjust, and capricious whereby they are required to be declared to be ultra vires the Constitutional right of property.

12. In aftermath, there is merit in the instant writ petitions. Hence, all the writ petitions are allowed, and, the impugned condition as raised by the respondent concerned, i.e. PLC charges (attached at the end of Annexure P-4 in the instant case) is quashed and set aside.

13. It is clarified that in case any of the petitioner(s) have deposited the charge (as claimed in the allotment letter), thus they are entitled to get the refund of the same. Accordingly, the GMADA is directed to, vis-a-vis the petitioners concerned, but within 2 months from today refund the impugned amounts, if deposited by the petitioner(s), thus before them, with simple interest @ 6% per annum from the date of such deposit(s).

14. It is further clarified that the respondent concerned, shall within 2 weeks from today ensure the delivery of encumbrance free possession of the subject plots to the petitioners concerned, besides shall also within a

fortnight from today ensure that the deeds of conveyance are executed vis-a-vis the subject plots qua the petitioners herein.

- 15. All pending applications, if any, stands disposed of accordingly.
- 16. A photocopy of this order be placed on the file(s) of other connected case(s).

(SURESHWAR THAKUR)
JUDGE

20.02.2025

(VIKAS SURJ)
JUDGE

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