



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-10530-2022 (O&M)
Date of Decision: 27.03.2025

Resident's Welfare Association, Gurugram

....Petitioner

Versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE VIKAS SURI

Present: Mr. Vikram Singh, Advocate
for the petitioner.

Mr. Ankur Mittal, Additional Advocate General, Haryana
Ms. Svaneel Jaswal, Additional Advocate General, Haryana
Mr. P.P.Chahar, Sr. Deputy Advocate General, Haryana
Mr. Saurabh Mago, Deputy Advocate General, Haryana
Mr. Gaurav Bansal, Deputy Advocate General, Haryana and
Mr. Karan Jindal, Assistant Advocate General, Haryana.

Mr. Deepak Balyan, Advocate and
Mr. Vicky Chauhan, Advocate
for respondents No.3 to 5.

Mr. Aashish Chopra, Senior Advocate with
Ms. Rupa Pathania, Advocate and
Ms. Nikita Sharma, Advocate
for respondent No.8.

Sureshwar Thakur, J. (Oral)

1. Through the instant writ petition, the hereinafter extracted prayers
are made:

*“Civil Writ Petition under Articles 226/227 of the Constitution of
India for the issuance of a writ in the nature of Mandamus
directing the respondents not to change the Plan-cum-Layot Plan*



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and Zoning Plan of Sector 51, Gurugram dated 10.10.2001 (Annexure P-7) with regard to the 18 metre road and the brochure (Annexure P-9) issued in pursuant to the Zoning Plan and further restraining the private respondent from plotting at 18 Metre main road of Sector 51, Gurugram, which is being used for the purpose of 18 meter road since from the time of the allotment of the plots as per the sanctioned plan/master plan of Sector 51, Gurugram (Annexure P-8) sanctioned on by the respondent department from plotting at 18 Metre main road of Sector 51, Gurugram which is being used for the purpose of 18 meter road.

AND/OR

It is further prayed that a direction be issued to the official respondents to decide the pending applications dated 03.09.2021, 07.04.2022 and 08.05.2022 (Annexure P-15, P-19 and P-22) within a time bound manner and in the meantime the respondent No.8 may be restrained to not to proceed ahead from plotting the road.”

2. The members of the present petitioner are allottees under the Haryana Shehri Vikas Pradhikaran (in short ‘HSVP’). The writ claims become founded respectively upon Annexures P-7 and P-9, wherein, becomes mentioned a 18 meters road, with a width of 18 meters, thus for the plyings thereons of the vehicles of the residents of the colony.

3. Therefore, the petitioner-association prays, that since the width of the said road has been now narrowed to a width of 12 meters, thereby, the supra made manifestations in Annexures P-7 and P-9, thus endows upon the present petitioner, the grace of the equitable principle of promissory estoppel, and also of legitimate expectation. The supra principles however have been argued, to become breached. Consequently, the learned counsel for the



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petitioner argues, that a mandamus be issued upon the respondents concerned, to ensure that what becomes delineated in the supra annexures also becomes ensured to be implemented at the site concerned.

4. However, the strength of the said argument becomes emasculated in the face of the respondent No.8, ensuring the release of the subject lands viz-a-viz the respondent No.8, wherein, also became enclosed a part of the subject road.

5. The release of the lands viz-a-viz respondent No.8, thus was made pursuant to directions becoming passed by this Court in CWP-6111-2000. The order(s) whereby, the lands of respondent No.8 became released from acquisition becomes carried in Annexure P-4, the relevant contents whereof are extracted hereinafter:

“As the decision has been taken in above letter, according to which you are informed that M/s Sheetal International Pvt. Ltd. And its associate companies, land measuring 30.353 acre situated in Village Samaspur, Vindapur, Wazirabad and Adampur District Gurgaon falls in Urban Estate Sector 50-51 Gurgaon (Details of land are mentioned in enclosed annexure) on the basis of all general conditions of release, State is agreed to release the land for development of Residential Colony. License of this land be given for residential colony by Director, Country and Town Planner Department Haryana Chandigarh. Apart from the general conditions of release upon the party, condition of recovery of development expenses amount as per ratio will also be applicable. Apart from the above following conditions will also applicable to the party.

- 1. Party will have withdraw the case filed in the Hon'ble Punjab and Haryana High Court without*



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any condition.

2. *Land of the party comes under road/service road will have to transfer to HUDA free of cost.*
3. *Party will have to execute the agreement of released land.”*

6. The learned counsel for the respondent No.8 submits, that pursuant to the passing of the apposite orders, whereby the subject lands became released from acquisition, thus obviously subsequent thereto, rather the revised layout plan, zoning plan and also the building plans became submitted before the Town and Country Planning Department, State of Haryana, whereunto approvals became granted (Annexure R-8/2).

7. Now the effect of the learned counsel for the petitioner, thus not challenging the making of Annexure R-8/2, especially when the makings of the said annexure occurred, post the making of the apposite orders whereby, the lands of respondent No.8 became released from acquisition, is that, *qua* thereupon, an inference becoming aroused, that as such, the present petitioner acquiescing to the makings of the approvals to the revised layout plan/zoning plan, besides also acquiescing to the approval granted to the building plans, thus by the Town and Country Planning Department of the State of Haryana. Moreover, thereby also the petitioner becomes estopped to challenge, that the width of the road, as mentioned in the supra brochures, was not to be narrowed at all, rather was required to be maintained up to the width of 18 meters, nor also the counsel for the petitioner can contend with any force, that as such thereby, the benefit of the principle of promissory estoppel and of legitimate expectation, are to be endowed *viz-a-viz* the present petitioner.



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8. Prominently also since, there is no material placed on record by the learned counsel for the petitioner, thus suggestive, that on account of the narrowing of the width of the road, from the initially mentioned width thereof, in the supra annexures, inasmuch as, therein the apposite width being mentioned to be 18 meters wide, whereas, now it measuring 12 meters, *qua* therebys, there would be a gross prejudice encumbered, *viz-a-viz* the petitioner in the exercising of its easementary rights thereovers, to the extent, that since now, there is an increase in the traffic load and, as such, the said traffic load would be eased, only on account of the width of the road, as mentioned in the brochure, becoming ensured to be existing at the site concerned. The result of the above omission is that the force, if any of the supra argument loses all its vitals.

9. Importantly also since, it has been contended in paragraphs 10 and 11 of the reply furnished to the instant writ petition, paragraphs whereof become extracted hereinafter, that post the making of the approvals to the drawings furnished by the respondent No.8, and also post the passing of an order wherebys, the lands of the respondent No.8 were released from acquisition, thus the width of this road, as mentioned in the brochures, to be measuring 18 meters, rather became deleted. The said deletion occurred naturally on account of the fact, that the condition whereunder the release was made, was with the norm(s) stated therein, that the land of the respondent No.8, as comes under road/service road, would be transferred free of costs to the HUDA.

“10. That the demarcation plan of Sector 51 Gurugram



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was approved by the Chief Administrator HSVP vide letter dated 27.11.2003 (Drawing No.DTP(G)/1145/2003 dated 27.11.2003. However, in the said Demarcation Plan, the planning of the chunk of land which was under stay was deleted. Copy of the said demarcation plan is attached as Annexure R-3.

11. That contention of the petitioner is that the 12 mtr. wide internal road has wrongly been approved in the layout plan by this office in the year 2008 instead of 18 mtr. wide service road as originally approved in the layout plan by HSVP. Even plots have also been carved out by the private respondents.

In this connection, it is submitted that though HSVP has approved the layout the plan of Sector 51 vide letter dated 29.11.2002(Annexure R-2), but in the demarcation plan as approved vide Drawing No.1145/2003 dated 12.09.2003, the area under stay was deleted. This portion of the land was later on released by the Government in favour of respondent no.8). Moreover, the area in dispute was proposed only to be developed by HSVP.

However, after release of the land in favour of respondent no.8, HSVP was no longer owner of the land in question. Licence No.98 of 2008 has already been granted by the answering respondent for development of the colony. Hence, respondent no.8 could get the layout plan approved as per his feasibility though with the restrictions of Rule 4 of the Rules of 1976 and other provisions of the Act of 1975 and the conditions of licence.

Accordingly, 12 meter wide internal road has been provided by the colonizer in the layout plan of his colony area. He was not required to provide the 18 mtr. wide internal road as originally planned by HSVP. However, as per conditions of the licence, respondent no.8 is required to transfer all the roads (12m/18m/24 master plan/sector roads) falling within the licenced area to the State Government free of cost. Similar



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condition was also imposed by the Urban Estate Department while releasing land vide order dated 04.08.2004.

Hence, there is no violation on the part of respondent no.8 of any condition of the licence or the release order dated 04.08.2004. It is also clarified that members of the petitioner association are not residents of the colony being developed by respondent no.8. They are the allottees of the plots being developed by HSVP. The layout plan as approved by HSVP in the year 2002 which included the area now released from acquisition by the State Government vide order dated 04.08.2004 cannot be made applicable for the area for which Licence No.98 of 2008 has been granted to respondent No.8.

The revised layout plan/zoning plan of 323.148 acres including the additional area of Licence No.98 of 2008 was approved by the Department at the time of grant of licence. The answering respondents cannot compel respondent no.8 to provide 18 mtr. wide service/internal road as originally planned by HSVP before release of land. Hence, the petitioner should not have any cause of grievance to the layout plan as approved by this office in the year 2008.”

10. Readings of the above paragraphs manifest, but legally sound and tangible material to oust the writ claim. Even otherwise, *ex facie*, over the subject lands, the petitioner has no subsisting grievance.

11. Moreover, since the learned counsel for the petitioner has not been able to persuade this Court, that the said condition becomes breached at the instance of respondent No.8, thereupons, also since the said condition No.2 becomes evidently complied with, at the instance of the respondent No.8, whereupon also, the writ relief cannot be granted to the petitioner.

12. For all stated reasons supra, this Court finds no merits in the



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instant writ petition, and the same is dismissed.

13. Pending applications, if any, also stand disposed of.

(SURESHWAR THAKUR)
JUDGE

March 27, 2025
Varinder

(VIKAS SURI)
JUDGE

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