

2025:PHHC:070528-DB



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

**CWP-11400-2025 (O&M)
Date of decision: 19.05.2025**

Krishan Kumar and others

....Petitioners

Versus

State of Haryana and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE ALOK JAIN**

Present: Mr. Vikram Singh Punia, Advocate,
and Ms. Yashasvi Rana, Advocate,
for the petitioners.

Mr. Ankur Mittal, Addl. A.G., Haryana,
and Mr. Gaurav Bansal, DAG, Haryana.

SUDHIR SINGH (ORAL)

By way of the present writ petition, the petitioners, who are 37 in numbers, have sought issuance of a writ in the nature of Certiorari quashing the contents of the allotment letters, through which, the respondent-authorities have fixed the cost of the plots depending on the basis of different sizes/rates of the allotted plots and called upon the petitioners to deposit the entire allotment consideration within 60 days from the issuance of the allotment letter. Still further, a writ in the nature of Mandamus has been sought directing the respondent-authorities to charge/fix/demand allotment rates

applicable in the year 2010-2011 i.e., at the rate of Rs.3960/- per square meter as were charged from SRM University, Chennai.

2. Learned counsel for the petitioners has vehemently contended that the land of the petitioners was acquired by the Government vide notification dated 17.11.2005 and pursuant to that, an award dated 02.03.2006 was passed by the Land Acquisition Collector, Rohtak, awarding compensation to the petitioners. It is further argued that the Government of Haryana had framed a policy dated 07.12.2007 inviting applications for allotment of residential plots from the oustees, whose land was acquired for development of Rajiv Gandhi Education City. It is further argued that being oustees, the petitioners had applied for allotment of plot(s) under the 'Ousteers' category and had also deposited Rs.50,000/- along with their applications for allotment of plots in Rajiv Gandhi Education City according to their entitlement. It is further argued that the similarly situated land owners had been granted benefit of the said scheme and allotted the plots under the 'oustees' quota at the rate prevalent in the year 2011, but the petitioners have been discriminated and treated arbitrarily when allotment in their favour was made at the current price of the plots.

3. Served with the advance copy of the petition, Mr. Ankur Mittal, Addl. A.G., Haryana with Mr. Gaurav Bansal, DAG, Haryana, appears on behalf of the respondent-

authorities. Mr. Ankur Mittal, Addl. A.G., Haryana, submits that the petitioners are 37 in number, but the allotment letter of only one of the petitioners i.e. petitioner No.7 (Ashok Kumar) has been annexed and no details regarding allotment letters of rest of the petitioners, have been furnished. It is, thus, contended that the petitioners have not approached this Court with clean hands. Still further, it is argued that even as per Clause (4) of the said allotment letter dated 05.12.2018 (Annexure P-12), the allottee i.e. petitioner No.7 (Ashok Kumar) was required to deposit the requisite amount within the time stipulated in the said clause, which admittedly, he failed to do so. It is further argued that the said allotment letter was issued on 05.12.2018 and having failed to comply with the conditions of the said allotment letter, the petitioners cannot be heard saying that they have been discriminated or treated arbitrarily. Reference is also made to an order dated 14.05.2025 passed by this Court in **Amit Jain** vs **Haryana Shehri Vikas Pradhikaran (HSVP) and another**, CWP-3028-2025, whereby the writ petition filed by the petitioner (therein) was dismissed for non compliance of Clause 4 of the allotment letter.

4. We have heard learned counsel for the parties and have also gone through the contents of the petition.

5. We do not find any merit in the writ petition. Firstly, the petitioners have not enclosed the allotment letters in respect of all the petitioners. Still further, even if, this

Court takes into consideration the allotment letter dated 05.12.2018 in respect of petitioner No.7, then also there is nothing on record that the said petitioner had complied with the terms of the allotment letter in respect of the payment to be deposited against the allotment of a residential plot. This Court in **Amit Jain's** case (supra), has held as under:-

“5. Indisputably, the petitioner was allotted the plot in question vide allotment letter dated 22.07.2019. As per Clause 4 of the said allotment letter, the petitioner was to deposit an amount of Rs.21,15,625/- at the authorized bank and duly credited to HUDA account within a period of 30 days i.e. on or before 20.08.2019 i.e. the date of issue of the allotment letter. The said clause reads as under:-

“You shall deposit amount of 21,15,625.00 at the authorized bank and duly credited to HUDA account within a period of 30 days i.e. on or before 20.08.2019 from the date of issue of allotment letter which together with an amount of 50,000.00 paid by you along with your application form as earnest money, will constitute 25% of the total tentative price. Further, the balance amount i.e. 6496875.00 of the tentative price of the plot/building shall be paid in lump-sum without interest within 60 days i.e. on or before dt.19.09.2029 from the date of issue of the allotment letter, failing which, this allotment shall stand cancelled without any notice and earnest money deposited by you, shall stand forfeited and you have no claim for the damages.

6. The contention of the learned counsel for the petitioner that the petitioner had tried to deposit the amount through HUDA portal does not come to his rescue particularly when, no document has been annexed with the writ petition to substantiate the said submission. Still further, as per the aforesaid clause of the allotment letter, the petitioner was to deposit the requisite amount as detailed in the said clause at the authorized bank within a period of 30 days but, the petitioner chose not to do so.

7. Still further, the case of the petitioner is that he had made efforts to approach the respondent-authorities in respect of the grievances raised in the instant writ petition yet, we find that from the date of allotment till the filing of the present petition, more than six years have elapsed. It is beyond common logic as to what prevented the petitioner from approaching this Court by way of a writ petition, when it is the pleaded case of the petitioner himself that he had made a representation in the year 2019 itself. We find that the pleas taken in the present writ petition are nothing but an afterthought. Once, the petitioner has failed to comply with the terms of the allotment letter in respect of the deposit of the requisite amount within the period of 30 days of the allotment letter, he cannot be heard saying that the action on the part of respondent-authorities in not allotting him the plot pursuant to the allotment letter dated 22.07.2019, is legally untenable.”

6. In the instant case, the petitioners have given the details of many writ petitions and contempt petitions and the matters decided therein, but have failed to disclose about the efforts made by them towards the compliance of the Clause (4) of the allotment letter so as to deposit the amount. Though, a reference has been made to the decision of a Division Bench of this Court in **Naresh vs. State of Haryana and others**, CWP-13048-2019, decided on 20.02.2023 (Annexure P-13), yet a perusal thereof would show that the Division Bench of this Court did not interfere in the writ petition. The only indulgence granted to the petitioners therein was that they should be granted the benefit of payment of plots within a period of six years as per the policy of HSVP and charging them the relevant interest for the said period. The petitioners cannot be allowed to take benefit from the said order as there

is no direction in the said order regarding allotment of plots to the petitioners therein at the old rates.

7. In view of the above, finding no merit in the present petition, the same is hereby dismissed.

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

(SUDHIR SINGH)
JUDGE

(ALOK JAIN)
JUDGE

19.05.2025

Ajay Prasher

<i>Whether speaking/reasoned</i>	: Yes/No
<i>Whether reportable</i>	: Yes/No