

**CM-15681-CWP-2025 &  
CM-15682-CWP-2025 in/and  
CWP-21245-2008 (O&M)**

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

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**CM-15681-CWP-2025 &  
CM-15682-CWP-2025 in/and  
CWP-21245-2008**

Date of decision : 02.12.2025

Surinder Kumar

... Petitioners

Versus

State of Punjab and others

... Respondent

**CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL  
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

Present:- Mr. Saurabh Chawla, Advocate for the applicant/petitioner  
(through video conferencing).

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**Anupinder Singh Grewal, J. (Oral)**

**CM-15681-CWP-2025**

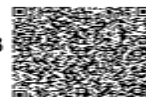
1. This application is for placing on record additional documents i.e. order dated 07.07.2009 passed by this Court in CWP-19509-2008 along with order dated 07.03.2011 passed by the respondent-Improvement Trust as Annexures P-13 & P-14.

2. Heard.

3. For the reasons stated in the application, the same is allowed and Annexures P-13 & P-14 are taken on record subject to all just exceptions.

**CM-15682-CWP-2025**

1. This application has been filed for fixing an actual date of hearing in the main case.



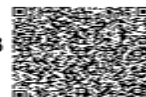
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2. Issue notice in the application to the non-applicants/respondents.
3. At the asking of the Court, Mr. Aftab Singh Khara, Senior DAG, Punjab, accepts notice on behalf of respondent No.1.
4. Ms. Kavita Arora, Advocate has put in appearance on behalf of respondents No.2 & 3-Improvement Trust.
5. Heard.
6. For the reasons stated in the application, the same is allowed and with the consent of the parties, the main case is taken up for hearing today itself.

**CWP-21245-2008**

1. The petitioner has challenged the impugned resolution dated 13.06.2005 (Annexure P-10) whereby the allotment of Plot No.2 in favour of the petitioner was cancelled by the respondent-Improvement Trust.
2. Learned counsel for the petitioner submits that the petitioner had purchased the plot in the year 1996 from one Mohan Lal, who had purchased the plot in the auction on 28.01.1988 (Annexure P-1). The petitioner was not afforded adequate opportunity before the resolution dated 13.06.2005 (Annexure P-10) cancelling the allotment was passed on account of non-payment of non-construction charges. He also submits that the respondents have failed to take into account the factum that the original allottee had paid non-construction charges upto 1995. The 'No Dues Certificate' issued in favour of the original allottee dated 30.06.1995 is appended at Annexure P-3.
3. Learned counsel for respondents No.2 & 3-Improvement Trust, however, submits that the petitioner had been given reasonable time of more



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than 03 years to raise the construction as well as to deposit the non-construction charges and only on his failure to do so, the allotment was cancelled.

4. Heard.

5. The residential plot bearing No.2 in Market Scheme No.2 of Maharana Partap Market, Abohar is stated to have been purchased by one Mohan Lal by way of auction in the year 1988 from the respondent-Improvement Trust. The petitioner purchased the plot from original allottee in the year 1996 and the possession of the plot had also been delivered to him. The petitioner was required to raise the construction on that plot within the stipulated period of 03 years from the date of transfer but he failed to do so despite furnishing an undertaking on 03.02.2000 & 10.03.2000 (Annexures R-1 & R-2 respectively) to respondent No.3 to the effect that he would construct the house within 03 years. Learned counsel for the petitioner has laid emphasis that the undertaking was conditional and to get the plot transferred in his name. It is, however, manifest from the resolution of respondent-Improvement Trust (Annexure P-4) that the transfer had already been effected in the name of the petitioner in the year 1996.

6. At this juncture, learned counsel for the petitioner submits that the petitioner was not aware of the transfer of the plot in his name. We do not find any merit in this contention whatsoever as in the communication dated 26.07.2002 (Annexure P-7) addressed by him to respondent No.3, wherein it is clearly stated that the plot has already been transferred in his name by

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respondent-Improvement Trust and the boundary wall has also been constructed by him.

7. It also deserves to be noticed at this stage that the petitioner had earlier preferred a civil suit challenging the non-construction charges and he has himself stated in this petition that the civil suit filed by the petitioner on the same cause of action had been withdrawn by him before filing this petition.

8. In view of the above, especially when the petitioner had been afforded several opportunities to pay the non-construction charges and to raise the construction and upon his failure to do so, the respondents had passed the impugned resolution (Annexure P-10), we do not find any illegality whatsoever therein and the petition being devoid of any merit stands dismissed.

9. Pending application, if any, shall stand disposed of accordingly.

(ANUPINDER SINGH GREWAL)  
JUDGE

(DEEPAK MANCHANDA)  
JUDGE

December 02, 2025  
sonia gugnani

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