



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

**CWP-12011-2025 (O&M)
Date of Decision: 02.05.2025**

Jawahar Lal

.... Petitioner

Vs.

State of Haryana and others

.... Respondents

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

Present: - Mr. Ram Kumar Saini, Advocate,
Mr. Ankit Saini, Advocate
for the petitioner.

Mr. Gaurav Bansal, DAG, Haryana.

Mr. Ankur Mittal, Advocate along with
Ms. Kushaldeep Kaur, Advocate for Respondents No.2 & 3.

SUDHIR SINGH, J.

The petitioner has sought issuance of a writ in the nature of Mandamus directing the respondents to allow him to pay the remaining amount along with simple interest in respect of a commercial plot bearing No.DSB-35, Urban Estate-1, Hisar, allotted to him or in the alternative, refund him the amount of Rs.25,00,000/- already deposited by him along with the interest.

2. Learned counsel appearing for the petitioner has vehemently argued that after allotment of the aforesaid plot, the petitioner had deposited a total amount of Rs.25,00,000/- upto 26.09.2008. It is further the case of the petitioner that on 13.08.2008, his mother passed away and he had been under the utter shock of the unfortunate demise of his mother. It is further argued

that in 2009, even the father of the petitioner suffered heart problem and he had also to undergo surgeries in that regard and thus, the entire savings of the petitioner had been spent on the treatment of his father. It is further argued that when the petitioner became possessed of the funds, he served the respondent-authorities with the legal notice dated 12.11.2024 in respect of the relief sought in the present writ petition, but till date neither the said legal notice has been decided nor the relief sought for, has been adverted to.

3. We have heard the learned counsel for the petitioner.

4. A perusal of the factual position narrated in the writ petition would reveal that the auction of the plot in question was held in 2008. The petitioner was allotted the aforesaid commercial plot for a total price of Rs.1.00 crore. He deposited an amount of Rs.10,00,000/- on 07.08.2008. On 14.08.2008, he was issued allotment letter, whereafter on 26.09.2008, he deposited further amounts of Rs.15,00,000/- and Rs.59,691/- vide demand drafts. As per the case set up by the petitioner himself, he has got served upon the respondent-authorities a legal notice dated 12.11.2024 in respect of the grievances raised in the present writ petition. Thus, it is clear that for a period of more than 16 years, the petitioner kept sleeping over his right. A litigant, who is not vigilant about his rights, cannot be granted any relief nor any equity can come to his rescue.

5. It is settled law that the delay is genus to which laches and acquiescence are species. It is further settled that the delay disentitles a party to the discretionary relief under the Article 226 of the Constitution of India. If a litigant keeps sleeping over his rights for a long period and wakes up when he does have an impetus either from the judicial verdict of the Court or otherwise, such litigant is not entitled to any relief. The Hon'ble Supreme

Court in **Union of India v. N. Murugesan, (2022) 2 SCC 25** has held as under:-

“Delay, laches and acquiescence

20. The principles governing delay, laches, and acquiescence are overlapping and interconnected on many occasions. However, they have their distinct characters and distinct elements. One can say that delay is the genus to which laches and acquiescence are species. Similarly, laches might be called a genus to a species by name acquiescence. However, there may be a case where acquiescence is involved, but not laches. These principles are common law principles, and perhaps one could identify that these principles find place in various statutes which restrict the period of limitation and create non-consideration of condonation in certain circumstances. They are bound to be applied by way of practice requiring prudence of the court than of a strict application of law. The underlying principle governing these concepts would be one of estoppel. The question of prejudice is also an important issue to be taken note of by the court.

Laches

21. The word “laches” is derived from the French language meaning “remissness and slackness”. It thus involves unreasonable delay or negligence in pursuing a claim involving an equitable relief while causing prejudice to the other party. It is neglect on the part of a party to do an act which law requires while asserting a right, and therefore, must stand in the way of the party getting relief or remedy.

22. Two essential factors to be seen are the length of the delay and the nature of acts done during the interval. As stated, it would also involve acquiescence on the part of the party approaching the court apart from the change in position in the interregnum. Therefore, it would be unjustifiable for a Court of Equity to confer a remedy on a party who knocks its doors when his acts would indicate a waiver of such a right. By his conduct, he has put the other party in a particular position, and therefore, it would be unreasonable to facilitate a challenge before the court. Thus, a man responsible for his conduct on equity is not expected to be allowed to avail a remedy.

23. A defence of laches can only be allowed when there is no statutory bar. The question as to whether there exists a clear case of laches on the part of a person seeking a remedy is one of fact and so also that of prejudice. The said principle may not have any application when the existence of fraud is pleaded and proved by the other side. To determine the difference between the concept of laches and acquiescence is that, in a case involving mere laches, the principle of estoppel would apply to all the defences that are available to a party. Therefore, a defendant can succeed on the various grounds raised by the plaintiff, while an issue concerned alone would be amenable to acquiescence.

Acquiescence

24. We have already discussed the relationship between acquiescence on the one hand and delay and laches on the other.

25. Acquiescence would mean a tacit or passive acceptance. It is implied and reluctant consent to an act. In other words, such an action would qualify a passive assent. Thus, when acquiescence takes place, it presupposes knowledge against a particular act. From the knowledge comes passive acceptance, therefore instead of taking any action against any alleged refusal to perform the original contract, despite adequate knowledge of its terms, and instead being allowed to continue by

consciously ignoring it and thereafter proceeding further, acquiescence does take place. As a consequence, it reintroduces a new implied agreement between the parties. Once such a situation arises, it is not open to the party that acquiesced itself to insist upon the compliance of the original terms. Hence, what is essential, is the conduct of the parties. We only dealt with the distinction involving a mere acquiescence. When acquiescence is followed by delay, it may become laches. Here again, we are inclined to hold that the concept of acquiescence is to be seen on a case-to-case basis.”

6. In view of the above, we do not find any merit in the present writ petition, and the same is hereby dismissed.
7. Pending application(s), if any, shall also stand disposed of.

(SUDHIR SINGH)
JUDGE

(ALOK JAIN)
JUDGE

02.05.2025
poonam

<i>Whether speaking/reasoned?</i>	<i>Yes/no</i>
<i>Whether reportable?</i>	<i>Yes/no</i>