

2025-PHHC-177591-DB



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Reserved on : 30.09.2025
Pronounced on : 22.12.2025
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1. CWP-16389-2025 (O&M)

Ram Lal Mahendru ...Petitioner
Vs.
State of Haryana and others ...Respondents

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Vs.
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...Petitioner

Vs.

State of Haryana and others

...Respondents

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

Present: Mr. Sahil Soi, Advocate
for the petitioner in CWP-16389-2025.

Mr. Vijay Kumar Jindal, Sr.Advocate with
Mr. Arun Kumar Singhal, Advocate
Mr. Shailendra Jain, Sr.Advocate with
Ms. Richa Sharma, Advocate
Mr. A.P. Bhandari, Advocate
Mr. Manmohan Saroop, Advocate
Ms. Meenakshi Saroop, Advocate
Mr. Lovejeet Poonia, Advocate

Mr. Deep Inder Singh Walia, Advocate
Mr. Pankaj Yadav, Advocate
Mr. Abhishek Sharma, Advocate
Ms. Gurjit Kaur Sandhu, Advocate
Mr. Harinder Singh Sandhu, Advocate
Mr. Vikram Singh, Advocate
Mr. Narinder Singh, Advocate
Mr. Sandeep Sharma, Advocate
Mr. Tarun Yadav, Advocate
Mr. Vinod Bhardwaj, Advocate
Mr. Kunwar Rajan, Advocate
Mr. Ajit Malik, Advocate
Mr. Pankaj Bali, Advocate
Mr. Munish Sharma, Advocate
Mr. Dinesh Yadav, Advocate
Ms. Vaishali Kamboj, Advocate
Mr. Amit Kohar, Advocate

Mr. Sandeep Singh, Advocate
Mr. Saurabh Dalal, Advocate for the petitioner(s)
in other connected writ petition(s).

Mr. Deepak Bhardwaj, Addl. A.G.Haryana.

Mr. Ankur Mittal, Sr.Advocate with
Ms. Kushaldeep Kaur, Advocate and
Ms. Ashna Singh, Advocate for the respondent-HSVP.

Mr. Deepak Sabharwal, Advocate
for the respondent-HSVP.

DEEPAK MANCHANDA, J.

By this common order, the bunch of aforementioned writ petitions shall stand disposed of, as same involve similar questions of law. Another bunch of writ petitions is also listed before this Court for hearing, raising one or another question arising out of similar issues in reference to several reliefs claimed by the petitioner(s)-oustees. The arguments have been heard in the aforesaid writ petitions, alongwith other connected cases, in respect of the issues arising out of the settled law and policies so framed and same are being dealt with collectively in the present writ petition i.e. CWP-16389-2025,

though some questions do not arise out of the facts of the same, but the findings recorded herein would be relevant for most of the writ petitions. Therefore, the facts of CWP No.16389-2025 are being considered for the adjudication of all these petitions.

2. The outlined facts from the pleadings of the present writ petition are that the petitioner owned 302.5 square yards of land in Village Sonda, District Ambala comprised in killa No.30//1, khasra no.30//1, which was acquired by the respondent-HUDA (now HSVP) in 2001 under the Land Acquisition Act, 1894 to develop Sector 24, Urban Estate, Ambala. By virtue of this acquisition, the petitioner became an oustee under the applicable policies. On 05.11.2018, the respondent HSVP issued a public notice (Annexure P-10) inviting online applications in the prescribed format under the oustee quota. The petitioner applied online on 24.12.2018 vide application No. OUST0000003296 and deposited the requisite 25% earnest money (i.e. Rs.50,000) (Annexure P-11), along with all other required documents. Thereafter no action was taken and after a delay of almost six/seven years, an allotment letter dated 09.05.2025 (Annexure P-12) with allotment date 15.05.2025 was issued, wherein the current reserve price for 2025-26 at Rs.58,172/- per square meter, instead of the original price in the year 2018 at Rs.21,500/- per square meter, was applied. The petitioner was asked to deposit an upfront payment of 25% of the total price amounting to Rs.5,58,188/- within 30 days from the date of the allotment letter.

3. The petitioner is aggrieved by the charging of the escalated rate of Rs.58,172/- per square meter, which has been set as the current reserve price for 2025-26 and through this petition, he has sought the quashing of

corresponding clauses i.e. Clause 5 and Clause 6 of the allotment letter dated 09.05.2025 (Annexure P-12) issued by respondent No.4, for the allotted plot area of 41.28 sq. meters, being contrary to the oustee policies and the judgment rendered by Full Bench of this Court in **Rajiv Manchanda and others vs. HUDA and another, 2018 (4) RCR (Civil) 508.** The petitioner has further prayed for directions to charge the rate applicable in 2018 i.e. Rs.21,500/- per square meter as per rate list issued on 26.04.2018 (Annexure P-9) and for re-issuance of a fresh allotment letter after re-determining the price at the prevalent rate in 2018 thereby rectifying the same by removing the arbitrary clause.

4. Learned counsel for the petitioner contends that the action of charging the current price for the year 2025-26 i.e. Rs.58,172/- per square meter, as set out in Clause 5 and Clause 6 of the allotment letter dated 09.05.2025 is arbitrary, illegal, unjust, non-transparent and discriminatory. He further argues that this action violates the judgment in **Rajiv Manchanda's case (supra)**, as well as the doctrine of legitimate expectation and promissory estoppel.

5. Learned counsel further contends that the respondents delayed the issuance of the allotment letter by approximately six/seven years and have arbitrarily charged the current price, thus penalizing the petitioner for the delay caused by the respondents themselves. He further submits that the petitioner cannot be forced to deposit the remaining 75% of the balance amount as a lump sum within 180 days. While referring to Annexure P-14 i.e. the judgment passed by the Co-ordinate Bench of this Court in the case of CWP No.13048-2019, titled as “**Naresh Vs. State of Haryana and others**” decided on

20.02.2023, learned counsel submits that similar issue has already been decided whereby instead of requiring the entire amount to be deposited within 180 days as per Clause 6 of the allotment letter, the petitioners therein were allowed to deposit the amount over a period of six years. Learned counsel also objects to the imposition of interest at the rate of 11% per annum, which is contrary to the mandate of the judgment in *Rajiv Manchanda's case (supra)*, wherein only an observation regarding fixing a reasonable rate of interest was made, but the respondents without any rationale have fixed the same as 11% per annum.

6. *Per contra*, learned counsel for respondents No.2 to 4 refers to written statement dated 17.07.2025 and has also adopted the same for other petitions wherein no separate replies have been filed. While opposing the petitioner's prayer, he contends that the request to quash Clause 5 and Clause 6 of the allotment letter dated 09.05.2025 is misconceived. He further submits that the petitioner must pay the current reserve price applicable in 2025 and not the alleged 2018 rate. Furthermore, he points out that the advertisement issued in the year 2018 did not specify any price, thus making the petitioner's reliance on the 2018 rate list factually incorrect. He contends that the allotment letter has been issued in the year 2025, therefore, applying the reserve price applicable in 2025 is justified and aligns with this Court's settled judgments. The learned counsel relies on the decisions in "*HUDA Vs. Sandeep and others*", 2012 (67) RCR (Civil) 691, "*Raghubir Singh vs. HUDA and others*" (CWP-9969-2013, 08/26/2014), and "*Avtar Kaur and others vs. State of Punjab and another*" (CWP-25137-2014, 12/09/2014). He emphasizes that these judgments hold the chargeable price to be the rate prevalent at the time of

the allotment, and not the applicable price at the time of advertisement or sector launch. He argues that the petitioner's land was acquired for Sector 24, Urban Estate, Ambala (notifications from 2000–2002) and after the 2021 revision of the Legal Heir Policy, his application was reconsidered and approved, and in a draw of lots conducted on 16.01.2024, plot No.1812, Sector-9, Urban Estate, Ambala, was allotted to the petitioner at the approved price of Rs.24,32,753/-, with 25% of the amount due within 30 days and the remaining 75% within 180 days.

7. Further, during the course of arguments learned counsel for the respondents while relying upon para No.53 of the judgment passed in *Sandeep's case* (supra) submits that the rate of allotment would be one stipulated in the advertisement pursuant to which allotment has been made. As far as the case at hand is concerned, the rates were not mentioned in the advertisement, thus, there had been no stipulation that the allotment would be made as per the rate prevalent on the date of advertisement. He further submits that the test is not of the prevalent rate, but of the rate being stipulated in the advertisement and thus, charging of current rate of allotment would be the "normal rate of allotment" as settled in *Sandeep's case* (supra) and *Rajiv Manchanda's case* (supra).

8. Learned counsel for the respondent-HSVP also submits that another aspect which requires consideration is that in case this Hon'ble Court reaches to the conclusion that rates prevalent at the time of advertisement are to be charged, then interest at the rate of 11% per annum is required to be added on the rates of 2018-2019, as vide memo dated 08.05.2018, policy dated 11.08.2016 was amended and 11% rate of interest was prescribed in view of

Rajiv Manchanda's case (supra). Learned counsel submits that the interpretation of reasonable rate of interest as mentioned in *Rajiv Manchanda's case (supra)* has to be made in the context of which such rate is being prescribed. As far as cost of plot/property is concerned, it is ever increasing and fluctuation is at far higher rate and considering the e-auction policy, market rates are sometimes double the reserve price fixed for allotment. In such an eventuality, 11% rate of interest is absolutely reasonable and is far less than the market fluctuations and rise in current market rate of the plot in question. Learned counsel again submits that the rate of interest prescribed for delay in handing over possession and refund cannot be made basis for assessing rate of interest as far as allotment price is concerned. The allotments made are of public land and given the scenario of e-auction of plots, any more reduction in interest rate would prejudice the public exchequer.

9. The learned counsel for respondent-HSVP has also relied upon the judgment in *Rajender Singh Yadav Vs. HUDA and others*, passed in CWP-16857-2021, decided on 03.10.2023 wherein charging the interest at rate of 11% has been upheld.

10. We have heard learned counsels for the parties and have examined the material available on record as well as provided for the assistance of this Court including reply dated 17.07.2025 as same had been duly adopted in connected cases by the respondents as they have chosen not to file separate replies on record. A plain reading of the pleadings and the material on record shows that the present bunch of writ petitions along with this petition centers around three issues mentioned hereinbelow that require adjudication by this

Court:-

1. *Firstly, the charging of the current price at Rs.58,172/- per square meter, as specified in the allotment letter for the year 2025, instead of the price prevailing on the date of the application/advertisement in 2018; whether the same is contrary to the Full Bench's judgment of this Court in **Rajiv Manchanda's case** (supra) and Clause 15-A of the Policy dated 08/05/2018 (qua price).*
2. *Secondly, charging an exorbitant rate of interest at 11% is contrary to the mandate of the aforementioned settled judgment, and whether same amounts to be "Reasonable Interest".*
3. *Thirdly, whether granting a period of only 180 days, as per Clause 6 of the allotment letter, for depositing the remaining 75% of the amount, instead of allowing payment in installments over six years as settled by Co-Ordinate Bench of this Court in **Naresh vs. State of Haryana** (CWP-13048-2019, decided on 20/02/2023) is justifiable?*

11. A bare perusal of the judgment in **Rajiv Manchanda's case** (supra) would show that Full Bench of this Court has already addressed the two core issues: first, the price of the plots allotted and second, that only a reasonable rate of interest should be applied. These findings have attained finality and the relevant extract of the judgment reads as follows:-

"50. Thus an oustee who is not allotted a plot although, he applied for it, does not lose his entitlement to be considered for the allotment of a plot in future under the same category. Even if an oustee does not apply in response to the advertisement, he is not disentitled from submitting an application for the allotment of a plot under the oustee category subsequently. The price at which the allotment is to be made will be dealt with next.

Re: Question No. 8

Is the oustee liable to pay the price fixed for allotment on the date of acquisition of the oustee's land, the date of entitlement for allotment under the oustee quota, the date of offer of allotment under the oustee quota or the date of exercise of option for allotment under the oustee quota?

51. Mr. Punchhi submitted that the price is the price prevalent when the sector in which the oustee's land was acquired was first floated for allotment. He further submitted that if the land was not floated for residential purpose, the price at which the next sector was floated nearest in point of time and location must be the applicable price. The submission is not well founded. It is contrary to the judgment of this

Court in Sandeep's case.

52. *The answer to this question lies in the last sentence of paragraph-53 of the judgment of this Court in Sandeep's case. Paragraph-53 reads as under:-*

“53. In respect of second question i.e. what is the meaning of the words “normal allotment rate”, the Court found that as a matter of fact the land-loser has made an application in the year 1990 for allotment of plot. A direction was issued by the Court in the year 1992, but the HUDA delayed allotment to the appellants. Therefore, the rate for which plots were initially offered was ordered to be charged. The said question has been answered keeping in view the facts of the aforesaid case, wherein application was submitted by an oustee, but still plot was not allotted to him. The said judgment does not lay down that the 'normal allotment rate' in all circumstances shall be the date when the sector is first floated for sale. As a matter of fact, the normal allotment rate would be the rate advertised by the HUDA in pursuance of which applications are invited from the general public and the oustees, in pursuance of which the plots are allotted.” (emphasis supplied).

53. *Paragraph-53 and in particular the last sentence thereof stipulates that the normal allotment rate would be the rate advertised by the HUDA in pursuance of which the applications are invited from the general public and the oustees, in pursuance of which the plots are allotted. Thus, the allotment rate would be the rate advertised while inviting applications from the oustees and in pursuance of which the plots are actually allotted. Thus, it is not merely the rate advertised by the HUDA while inviting the applications from the general public and the oustees which constitutes the normal allotment rate. There must be an actual allotment pursuant thereto. In other words, it is only when pursuant to the application for allotment, a plot is actually allotted, that the normal allotment rate can be fixed and that rate would be the rate stipulated in the advertisement inviting the said application. Thus two requirements must be met. Firstly, there must be an advertisement by HUDA inviting applications from the general public and the oustees for allotment. Secondly, the oustee must be allotted a plot pursuant to an application as per such advertisement. If these two requirements are met, the normal allotment rate would be the rate stipulated in such advertisement.*

This is in consonance with paragraph-56(v) of the judgment of this Court in Sandeep's case which reads as follow:-

“56. Thus, the present appeal as well as the other connected matters are disposed of with the following directions, in addition to the decision on the questions of law discussed above:

(i) to (iii) xx xx xx

(v) That the price to be charged from an allottee shall be the price mentioned in the public advertisement in pursuance of which, the plot is allotted and not when the

sector is floated for sale for the first time;

Paragraph-56(v) puts the matter beyond doubt and sets at rest any controversy as regards the interpretation of paragraph-53 and in particular the last sentence thereof.

54. *The learned counsel appearing on behalf of the petitioners, however, submitted that the first part of the last sentence, namely, the words: “As a matter of fact, the normal allotment rate would be the rate advertised by the HUDA in pursuance of which applications are invited from the general public and the oustees.....” is correct and in consonance with the judgment of the Supreme Court in Brij Mohan’s case and in particular paragraph-22 thereof which we set out earlier. They, however, contend that the concluding words in that sentence, namely, “.....in pursuance of which the plots are allotted” are contrary to the judgment in Brij Mohan’s case and the judgment to that extent ought to be overruled by us.*

We are not inclined to do so as the judgment has been approved by the Supreme Court.

The words in paragraph-53 “in pursuance of which the plots are allotted” were obviously in recognition of the findings that there cannot be a reservation of more than 50% including for the oustees. If all the oustees’ claims were to be satisfied first, it would not have been necessary for the Division Bench to add this caveat. The Division Bench recognized the fact that the plots under the oustee quota may be allotted at a later stage or stages.

“55. Had we upheld the contention on behalf of the petitioners that the price must be that which was stipulated on the first floatation of the sector in which an oustee would have been entitled to the allotment under the oustee quota, we would have balanced the equities by compelling the oustees to pay interest on such price from the date of such first floatation upto the date of payment in respect of the actual allotment. Otherwise, it would confer a windfall upon the oustees who would have been entitled to obtain a plot at a price prevalent several years earlier. We appreciate that even that approach would require further adjustments for such oustees would in turn be entitled to contend that they were deprived the use of the plots during the period for which they are compelled to pay interest. It is not necessary, however, to dilate further on this aspect as we find ourselves bound by the judgment in Sandeep’s case.

56. This judgment was followed by a judgment of a Division Bench of this Court dated 26.08.2014 in Civil Writ Petition No.9969 of 2013 Raghbir Singh v. Haryana Urban Development Authority and others. Another Division Bench of this Court by an order and judgment dated 18.09.2002 in Civil Writ Petition No.13548 of 2001 Bhag Singh and others v. Haryana Urban Development Authority and others held:-

“The only contention raised by Shri Rupinder Khosla, counsel for the petitioners, is that the petitioners are eligible and entitled to be allotted a plot in Sector 21, Part-I, Panchkula or in any other Sector in the said Urban Estate at the initial rate on which

the plots were initially allotted when Sector 21 was floated. The allotment of plot at the prevalent rate and asking for deposit of 10% earnest amount of the price of the plot prevalent as on 18.6.2000 is totally arbitrary and illegal. We find no substance in the contention of the counsel for the petitioners. Admittedly, for the first time, the policy for allotment of plots to the oustees was framed on 10.9.1987. The petitioners are not covered by the said policy, as their land was acquired prior to the said policy. Subsequently, in view of the decision dated 11.8.1993 rendered in CWP No.14708 of 1990, reported as Smt. Suman Aneja v. State of Haryana and others, AIR 1994 P & H 56, a new policy for those oustees whose land was acquired prior to the year 1987, was framed modifying the earlier policy regarding allotment of plots to the oustees of the acquired land. According to this policy, it was decided that where the land was acquired prior to 10.9.1987, on which a residential Sector had been floated and the plots are still available in that Sector, the oustees claim shall be invited and they will have the prior right for allotment of plots. In this policy, there is nothing which provides that such oustees will be allotted the plots on the initial price when the Sector was floated. Vide this policy, only a prior right to allot the left-over plots from those Sector has been given to the oustees of the acquired land, but for allotment of plot under this policy, they have to pay the prevalent marked price which has been fixed for allotment to the general public. Only the priority has been given to the oustees but they have to pay the prevalent rate which has been fixed for allotment of these left-over plots. There is no illegality and arbitrariness in the said policy. Rather, it will be unjust enrichment of the petitioners if they are allotted the plots at the rate prevalent in the year 1987. The respondents have spent a lot of money for development of the roads, parks and other facilities for the Sector. The petitioners filed the applications in the year 2000, after framing of the new policy. Their applications were duly considered and the same were rejected because they did not pay 10% of the earnest money, as per the advertisement dated 21.8.2000. They have no legal right to claim allotment of the plots on the price prevalent in the year 1987. Allotting of plots on the said price will rather amount to giving undue benefits to the petitioners. There is no illegality or infirmity in the impugned order dated 16.12.2000, passed by the Chief Administrator, HUDA. In view of the aforesaid, we find no merit in this petition and the same is hereby dismissed.”

Thus the position in this regard is the same for oustees where properties were acquired prior to 1987. We are in respectful agreement as the judgment is inconsonance with the judgment of this Court in Sandeep's case.

57. In the circumstances, an oustee including one whose land was acquired prior to 1987 is liable to pay the price fixed in the advertisement by which the applications are invited from the oustees and pursuant to which advertisement the plot is actually allotted to the oustee.

58. Another aspect of this question also requires consideration. It pertains to the price payable by an oustee who although entitled to be allotted a plot on a particular date and could have been allotted a plot on that date was allotted the plot much later. The answer to this question would depend upon the circumstances in which the oustee was not allotted a plot on the date which he was entitled to and could have been allotted the same but was allotted the plot later. We have advisedly stated the situation to be one where the allottee was not merely entitled to be allotted the plot but also could have been allotted the plot. Where for any reason the plot could not have been allotted, this question would not arise.

59. Where the oustee is at fault or was for any reason responsible for the same, he must pay the price prevalent as stipulated in the last sentence of paragraph-53 of the judgment of this Court in Sandeep's case, namely, the price prevalent in the advertisement inviting applications and pursuant to which the oustee was actually allotted the plot. There is no reason why in such circumstances the oustee should have the benefit of a price that was prevalent earlier, sometimes even many years ago.

Where both the oustee and the respondents are at fault or were responsible for the same or where neither is at fault for the same, the same rule ought to apply. Even in such circumstances there is no warrant for permitting the oustee the benefit of a price that was prevalent many years ago. There is no reason for excluding such cases from the rule in the last sentence in paragraph-53 of Sandeep's case.

60. There is yet another situation that must be dealt with, namely, where the respondents are entirely at fault. This is a situation where the oustee was entitled to a plot on a particular date and it was possible for the respondents to allot the plot on that date but they did not do so entirely on account of their default and not on account of any default on the part of the oustee. The ultimate allotment of the plot may even result at the end of a protracted litigation. When a court passes an order in favour of such an oustee, it infact holds that the oustee was entitled to the plot when he had made the application and was entitled to the allotment on that date and the respondents were in a position to handover the possession of the plot on that date but wrongly did not do so. In such circumstances it follows that the oustee would be entitled to the benefit of the price that was prevalent when he made the application and pursuant to that application the respondents deliberately did not allot the plot although they could have.

However, even in such a case, the oustee must pay reasonable interest from the date on which he could have been given the possession of the plot till the date he is actually given the possession of the plot, for in such a case the oustee has had the benefit of the use of his money during this period. We appreciate that such an oustee would have been deprived during this period of the use of the plot. This further fine tuning adjustment would require evidence and cannot conveniently be decided in a writ petition."

12. We have noticed that after passing of the judgment in **Rajiv Manchanda's case (supra)** on 22.11.2017, the respondents had amended the relevant clauses of the policy dated 11.08.2016 vide memo dated 08.05.2018 in order to comply with the mandate of the judgment, except for the interest component. Even the amended policy maintains a consistent position regarding the allotment of plots as discussed in above-mentioned case i.e. either at the rate prevalent on the date of application or rate stipulated in the advertisement, rather than at the current market price. The relevant extract of the Policy dated 08.05.2018 is reproduced below:

"In partial modification of this office memo no. UB-A-5-2016/46608-10 dated 11.08.2016 on the subject cited above.

Haryana Shehri Vikas Pradhikaran issued detailed guidelines dated 11.08.2016 providing for terms and conditions for settlement of oustees claims with a view to implement the judgment dated 25.04.2012 passed in LPA No.2096 of 2011 titled as HUDA V/s Sandeep and others which has been upheld by the Hon'ble Supreme Court in SLP No. 27256 of 2012 filed by HUDA which was dismissed vide order dated 06.03.2014 and further the order dated 26.04.2012 passed by the Hon'ble High Court in CWP No. 10941 of 2010 titled as Bhagwan Singh & Others vs. State of Haryana & Others which has been upheld by the Hon'ble Supreme Court when SLP No. 13375-388 of 2013 filed by HUDA was dismissed vide order dated 24.11.2015 by the Hon'ble Supreme Court.

Thereafter, number of litigations qua oustees claims have arisen and Hon'ble Division Bench referred the oustees matter to the Full Bench after framing questions of law. The Hon'ble Full Bench has delivered judgment dated 22.11.2017 in CWP No. 22252 of 2016 titled as Rajiv Manchanda vs. State of Haryana & Others. The matter has been examined and it has been decided to amend clause no. 2, 3, 11 and 15 of the guidelines dated 11.08.2016 and to add clause no. 19 as under:-

xx xx xx

D. In clause 15 of the guidelines, following clause may be added:

15. a. Where an application is made by an oustee in an advertisement issued afresh, the price of plot that may be charged from him if he is successful in draw of lots out of plots reserved for oustees shall be the rate as advertised in new advertisement. In cases where the allotment of plot could not be effected despite determination of his eligibility, the prevalent price at the time of application by the oustee in pursuance to an advertisement may be charged along with simple interest @ 11% per annum till date.

It is clarified that eligibility for the purpose as aforesaid

shall be treated as determined only when such an oustee completed and satisfied all the formalities/ conditions as per the applicable policy.

xx xxxxxx”

13. Since the petitioner has challenged Clause No.5 and 6 of the allotment letter dated 09.05.2025, it is also relevant to reproduce the same:-

“.....5. In case you accept this allotment, please send your acceptance by registered post alongwith an amount of Rs.5,58,188/- duly credited to HSVP account within 30 days from the date of issue of this allotment letter, which together with an amount of Rs.50,000/- paid by you alongwith your application form as earnest money, will constitute 25% of the total tentative price. The payment shall be made through online system by using I.D. Password of the plot.

6. The balance 75% amount is Rs.18,24,565/- of the tentative price of the plot/building shall be payable by the allottee within period of 180 days from the date of issue of allotment and no facility of payment in installment will be allowed. In case of failure so to do, allotment of site shall stand cancelled without any notice.”

14. Before stepping further, we need to go through the mandate given in ***Rajiv Manchanda’s case*** (supra) in respect of price fixation, where the situations and circumstances have been discussed and concluded in paragraphs 53, 59 and 60 of the judgment. It has been held that in case the oustee is at fault for any reason, he must pay the price prevalent as stipulated in the last sentence of the paragraph 53 of the judgment of the ***Sandeep’s case*** (supra), i.e. the price prevalent in the advertisement inviting applications and pursuant to which the oustee was actually allotted the plot.

15. It would be relevant to mention the last sentence of paragraph 53 of the judgment of this Court in ***Sandeep’s case*** (supra) which has been referred in paragraph 53 of the judgment in ***Rajiv Manchanda’s case*** (supra), wherein two conditions have been discussed:-

Firstly, there must be advertisement by HSVP (earlier HUDA)

inviting applications from the general public and the oustees for allotment. Secondly, the oustee must be allotted a plot pursuant to an application as per such advertisement. The last sentence which has been referred in paragraph 53 mentions that *“if these two requirements are met, the normal allotment rate would be the rate stipulated in such advertisement.”*

16. The second situation qua the fixation of price has been discussed and concluded as mentioned in paragraph 60 of the said judgment, whereby it has been held that where the respondents are entirely at fault i.e where oustee was entitled to a plot on a particular date and it was possible for the respondents to allot the plot on that date but they did not do so entirely on account of their default, and not on account of any default on the part of the oustee. The ultimate allotment of the plot may even result at the end of a protracted litigation. In such circumstances, the oustee would be entitled to the benefit of the price that was prevalent when he made the application and pursuant to that application, the respondent deliberately did not allot the plot although they could have.

17. After analyzing these two situations, which have been discussed and concluded in the aforesaid judgment, pursuant to which the mandate has also been accepted and duly incorporated in the policy, by the respondent then charging the current price through the impugned allotment letter, without any reasoning, is not acceptable.

18. After going through the judgment in *Rajiv Manchanda’s case (supra)* and contents of the policy dated 08.05.2018, we find that charging of the current price for 2025 i.e. Rs.58,172/- per square meter, duly calculated as per the amount mentioned in the allotment letter dated 09.05.2025 is contrary

to the said judgment as well as Clause 15-A of the Policy dated 08.05.2018 issued by the respondent-HSVP.

19. We shall now deal with the arguments advanced by learned counsel for the respondent-HSVP. By placing reliance on paragraph 53 of the judgment, the learned counsel has sought to justify the action of charging the current price on the premise that as per the mandate of the judgment the 'normal allotment rate' would be the 'rate advertised' or stipulated in the advertisement. However, a glaring inference can be drawn against the respondents for having misinterpreted the judgment in ***Rajiv Manchanda's case (supra)*** insofar as it relates to the charging of the current price, and for seeking to justify their action by contending that this issue stood adjudicated by the same. It appears to us that the respondents, by adopting an arm-twisting approach, have selectively and conveniently interpreted the said judgment to suit their own interests by advancing the logic that since no rate was advertised at the time of issuance of the advertisement, they were entitled to demand the prevailing current rate from the petitioner at the time of allotment. Such an action is wholly unjustifiable and, *prima facie*, appears to be in disregard of the mandate of the said judgment. The deliberate omission to disclose the price in the advertisement, followed by an attempt to take advantage of such omission to justify charging the current price cannot be countenanced. The conduct of the respondents, therefore, is neither legally sustainable nor acceptable in law.

20. Apart from the judgments mentioned in para no. 6 of this judgment, learned counsel for the respondents has cited the judgment passed by the Coordinate Bench in CWP No.16857 of 2021, titled ***Rajender Singh Yadav v. Haryana Urban Development Authority and others***, decided on 03.10.2023.

In the said case, a similar issue arose concerning the determination of the current price in respect of allotment of plots under the defence quota. The petition therein was filed challenging both the allotment price as well as the levy of interest at the rate of 11% per annum for the intervening period. The Coordinate Bench, while adjudicating the matter, upheld the allotment rate by observing that the price of allotment could be charged at the advertised rate, in terms of the judgment rendered in *Rajiv Manchanda's case (supra)*.

21. In the said case, the Coordinate Bench referred to the order dated 28.09.2018 passed in the case of “*Satyawan Vs. HUDA and others*” in CWP-7342-2018 as well as the joint written statement filed by the respondents, wherein it was submitted that, while considering various decisions relating to the controversy regarding the rate of allotment of plots under the defence quota, the Chief Administrator, Panchkula had issued consolidated instructions dated 01.09.2021. By virtue of the said instructions, it was decided that the price would not be charged on the basis of the current rate, but instead the advertised rate, in terms of the judgment in *Rajiv Manchanda's case (supra)*. The relevant extract of the judgment mentioned in para No.20 is reproduced hereunder:

“3. During the pendency of the present writ petition, the respondents issued fresh comprehensive instructions dated 01.09.2021 (Annexure R-3), considering the fact that the rate of allotment was challenged by various allottees in various cases. It was decided that instead of current rate, the plots under the defence quota in similarly situated cases be allotted on the advertised rate and interest may be charged for the intervening period as per judgment passed in Rajiv Manchanda and others Vs. Haryana Urban Development Authority and another 2018 (4) RCR (Civil) 508 at the rate of 11% per annum.

*3.1 The Coordinate Bench vide order dated 28.09.2021 (Annexure R-1) while disposing of Civil Writ Petition No. 7342 of 2018, **Satyawan Vs. HUDA and others** directed the Chief Administrator, HUDA to determine the allotment price keeping in view the Full Bench decision*

of this Court in Civil Writ Petition No.22252 of 2016 (**Rajiv Manchanda's case**) (*supra*) decided on 22.11.2017.

4. Respondents No.1 to 3 filed a joint written statement submitting that while considering the various decisions regarding the controversy of rate of allotment of the plots under the defence quota, the Chief Administrator, HSVP, Panchkula had issued consolidated instructions dated 01.09.2021 whereby, it had been decided to charge the price not on the basis of the current rate, but to charge the advertized rate and interest at the rate of 11% per annum in terms of the judgment in **Rajiv Manchanda's case** (*supra*) by the Hon'ble Full Bench of this Court. The demand raised by the respondent was entirely as per instructions dated 01.09.2021 (Annexure R-3) as such, and a prayer was made for dismissal of the writ petitions.

5 The petitioner filed replication to the written statement filed by respondents No.1 to 3 reasserting the stand taken in the writ petition that he was entitled for allotment at the rate of price which was originally fixed in the advertisement.

xx xx xx

10. On the other hand, learned counsel for the respondents contended that the consolidated instructions dated 01.09.2021 (Annexure R-3) have been issued for charging the price of the plots from the defence personnel in this matter on the basis of the decision dated 22.11.2017 in **Rajiv Manchanda and others Vs. Haryana Urban Development Authority and another** and decision dated 08.03.2017 in CWP-5736-2013, **Krishan Kumar and another Vs. Haryana Urban Development Authority and others** and decision dated 28.09.2018 in CWP-7342-2018, **Satyawan Vs. Haryana Urban Development Authority and others**. The account statement dated 02.07.2021 (Annexure P-13) has been made on the basis of the said instructions, as such, and the petitioner is left with no grounds and the present petition is liable to be dismissed.

11. The present case requires the determination of following questions:-

1. Whether the allotment price charged from the petitioner vide impugned order dated 07.07.2021 (Annexure P-12) and account statement dated 02.07.2021 (Annexure P-13) as per the instructions dated 01.09.2021 (Annexure R-3) issued by the respondents is in resonance with the decision of Satyawan's case (*supra*), Krishan Kumar's case (*supra*) and Rajiv Manchanda's case (*supra*)?
2. Whether the petitioner is entitled to parity on the basis of decision in Chander Bhan Sharma's (*supra*) and Ishwar Singh's case (*supra*).

Point No.1 & II

12. In **Rajiv Manchandas' case** (*supra*), the Hon'ble Full Bench of this Court while answering various questions regarding the claims of oustees for allotment of plots under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act,

2013, observed that an oustee may pay reasonable interest from the date on which he could have been given the possession of the plot till the date he is actually given the possession of the plot, even though, where respondents are entirely at fault by deliberately not allotting a plot to an oustee. It was further observed that though the oustee would be entitled to benefit of the price that was prevalent when he filed the application but he will have to pay the interest on that amount as the oustee had the benefit of use of money during the period from the date he could have been given the possession till the date he is actually given the possession. Question No.8 formulated in the said petition reads as under:-

“8. Is the oustee liable to pay the price fixed for allotment on the date of acquisition of the oustee’s land, the date of entitlement for allotment under the oustee quota, the date of offer of allotment under the oustee quota or the date of exercise of option for allotment under the oustee quota?”

13. The observations of the Full Bench in **Rajiv Manchanda’s case (supra)** on the said question in para No.60 reads as under:-

“60. There is yet another situation that must be dealt with, namely, where the respondents are entirely at fault. This is a situation where the oustee was entitled to a plot on a particular date and it was possible for the respondents to allot the plot on that date but they did not do so entirely on account of their default and not on account of any default on the part of the oustee. The ultimate allotment of the plot may even result at the end of a protracted litigation. When a court passes an order in favour of such an oustees, it infact holds that the oustee was entitled to the plot when he had made the application and was entitled to the allotment on that date and the respondents were in a position to handover the possession of the plot on that date but wrongly did not do so. In such circumstances it follows that the oustee would be entitled to the benefit of the price that was prevalent when he made the application and pursuant to that application the respondents deliberately did not allot the plot although they could have.

However, even in such a case, the oustee must pay reasonable interest from the date on which he could have been given the possession of the plot till the date he is actually given the possession of the plot, for in such a case the oustee has had the benefit of the use of his money during this period. We appreciate that such an oustee would have been deprived during this period of the use of the plot. This further fine tuning adjustment would require evidence and cannot conveniently be decided in a writ petition.”

14. On the basis of the decision in **Rajiv Manchanda’s case (supra)**, the Hon’ble Division Bench of this Court vide order dated 28.09.2018 in **Satyawan’s case (supra)** while dealing with the similar controversy regarding the rate of allotment to an army personnel directed the Chief Administrator, HUDA to re-determine the allotment price in the light of the observations made in **Chander Bhan Sharma’s case (supra)** and

*Krishan Kumar's case (supra). However, the Hon'ble Division Bench observed that the Chief Administrator, HUDA will also keep in view the Full Bench decision of this Court in **Rajiv Manchanda's case (supra)** which was decided on 22.11.2017."*

22. This Court has, however, noticed that no such instructions dated 01.09.2021, as referred to in the aforesaid judgment, have been placed on record or brought to the notice of this Court by the learned counsel appearing for the respondent-HSVP, but it is clear that respondent-HSVP had already considered and dealt with the issue relating to the rate of allotment and had amended the policy dated 11.08.2016 vide memo dated 08.05.2018 and incorporated clauses pursuant to the directions issued by this Court in **Rajiv Manchanda's case (supra)**.

23. Learned counsel for the petitioner has further drawn the attention of this Court to the Instructions dated 02.12.2024 which are contrary to the policy dated 08.05.2018. Reference has been made to paragraph 3 of the said Instructions, whereby the respondent HSVP issued directions mandating specific disclosure of the current reserve price in the public advertisement. The same is reproduced here below-

"3. The allotment shall be made on current reserve price and the price be specifically disclosed in the public advertisement."

Even in aforementioned Instructions, the requirement of **Rajiv Manchanda's case (supra)** was never complied with, wherein, as per the mandate of the said judgment, it was incumbent upon the respondents to stipulate the price in the public advertisement itself, but it was never said that same should be the current price. Even though, the respondent-HSVP tried to follow the spirit of the judgment but did it in a wrong manner, as the price prevailing at the time of

advertisement or at the time of application was to be disclosed and not the current price, as has been wrongly ordered vide instructions dated 02.12.2024.

24. The judgment passed in the ***Rajiv Manchanda's case*** (*supra*) was delivered in the year 2017, even post that there has been no corrective change in the respondents' approach and the same is apparent, where respondents have deliberately issued the allotment letter dated 09.05.2025 (Annexure P-12) after a delay of about seven years, charging the current price in clear derogation of the mandate of the ***Rajiv Manchanda's case*** (*supra*) as well as the applicable policy of 2018, and without furnishing any explanation whatsoever for the inordinate delay from 2018 till 2025.

25. Learned counsel for the petitioner has annexed the rate list Annexure P-9 for the purpose of drawing the attention of this Court to the general rates fixed by respondent-HSVP for allotment in the specific areas including the area which has been allotted to petitioner under oustee quota. Therefore, when respondent-HSVP has issued a rate list though the same may not have been in reference to the oustees, but it serves the purpose for determining the prevailing price/rate at the time of application by the petitioner, who is not at fault as the delay is attributed to the respondent-HSVP. Therefore, respondents cannot take a plea that there was no prevailing price rate at the time of advertisement or the application.

26. Further, the judgments relied upon by the learned counsel for the respondents have already been considered and dealt with in the judgment passed in ***Rajiv Manchanda's case*** (*supra*), wherein the issue of price has been finally adjudicated.

27. In view of the above, we are constrained to hold that the act and

conduct of the respondent–HSVP is wholly unjustified and such repeated mistakes cannot be accepted. We also cannot lose sight of the fact that once the respondent–HSVP, by virtue of the settled law in ***Rajiv Manchanda’s case (supra)***, had accepted adjudication on the issue relating to the rate of allotment to be charged at the advertised rate or at the application, it is wholly incomprehensible as to on what basis it subsequently demanded the current price vide the impugned allotment letter dated 09.05.2025 (Annexure P-12). Such conduct appears to be manifestly arbitrary and tainted with *mala fides*.

28. Now, the second question relating to the levy of interest at the rate of 11%, which has been argued at length by both the parties, requires adjudication. As referred to hereinabove, in two of the writ petitions forming part of the present bunch, i.e **CWP No. 21962 of 2025 and CWP No.35904 of 2025**, the petitioners therein have specifically challenged the levy of interest by the respondents @11%, terming the same to be exorbitant, and has sought adjudication on the said issue, the same is required to be tested on the anvil of the mandate laid down by the Full Bench in ***Rajiv Manchanda’s case (supra)***.

29. During the course of arguments, this Court specifically questioned the learned counsel appearing on behalf of the respondent-HSVP with regard to the justification for applying the said rate of interest, particularly in the context of what constitutes “***Reasonable Interest***” in light of the mandate of the Full Bench’s judgment. In response, learned counsel once again placed reliance upon the judgment rendered in ***Rajender Singh Yadav’s case (supra)*** by the Coordinate Bench of this Court, wherein it was held that the demand raised by the respondent-HSVP towards payment of the advertised rate along with 11%

interest was justified and did not warrant interference. The relevant extract of the said judgment, insofar as it relates to the issue of interest, is reproduced hereunder:

“6. After the written statement was filed, on 25.04.2022 the following order was passed by this Court:-

“Though, vide these 08 petitions, the petitioners are challenging the higher rate of interest as was initially sought from them by the respondent-HSVP for allotment of plots pertaining to an advertisement of the year 2010, eventually it is seen that as regards the main issue, pursuant to the order of this court (co-ordinate Bench) in Satyawar vs. Haryana Urban Development Authority and others (CWP No. 7342-2018 and a connected petition), decided on 28.09.2018, the respondents have already taken a decision dated 01.09.2021, to keep the sale price in terms of the same rate of land as was advertised, i.e. Rs.7,502/- per square meter, but have also proposed to charge 11% interest per annum (simple interest as per the instructions of learned counsel for the HSVP), for the intervening period.

The operative part of the order of this court in Satyawar's case reads as follows:-

"[6] We find some force in the contention, especially in the light of the view taken by this Court from time to time including in CWP-5736-2013, decided on 08.03.2017 (Krishan Kumar and another vs Haryana Urban Development Authority and others).

While the petitioner would be liable to pay the revised price due to enhancement in compensation, his claim regarding allotment at the rate of 2014 deserves favourable consideration by the Authorities. Since the Estate Officer, Jind, has expressed his helplessness to do so for want of competence, we direct the Chief Administrator, HUDA to re-determine the allotment price of the petitioner in the light of the observations made above and the judgments cited hereinabove. The Chief Administrator, HUDA will also keep in view the Full Bench decision of this Court in CWP-22252-2016 (Rajiv Manchanda and others vs Haryana Urban Development Authority and another) decided on 22.11.2017.

[7] Let an appropriate decision be taken within a period of three months from the date of receipt of a certified copy of this order.

[8] Disposed of."

We find absolutely no reason to differ with the opinion of a coordinate Bench but with learned counsel for the petitioner still

wanting to submit that the interest being charged is far too high.

For learned counsel for the petitioner, as also the HSVP, to go through the judgment of the Rajiv Manchandas' case (supra) in more detail, as regards any specific rate of interest stipulated therein, adjourned to 04.05.2022.

xx xx xx

“In our opinion, if the rate of interest indeed has been specified in Rajiv Manchandas' case by the Full Bench to be @ 11% per annum, we would see no reason to differ with that; that in any case being binding upon us, it being a decision of a larger Bench; however, if that rate of 11% is not found to be specifically stipulated, in our opinion interest would need to be charged from the petitioners, as regards delayed payment, as per bank rates as were prevailing between 2010 till the date of payment.

xx xx xx

15. Keeping in view the decision in Rajiv Manchanda's case (supra), the demand made by the Estate Officer-respondent No.3 vide impugned order dated 07.07.2021 (Annexure P-12) for payment of **advertisement rate+11% interest as allotment price is well justified and does not call for any interference.**

16. Vide interim order dated 26.04.2022 passed by a coordinate Bench of this Court while observing the decision taken by the respondent-HSVP in pursuance to Satyawani's case (supra), it was observed that the respondents have already taken a decision dated 01.09.2021 to keep the sale price in terms of the same rate of land as was advertised i.e Rs.7502/-per sq. meter, but have also proposed to charge 11% interest per annum (simple interest as per the instructions of learned counsel for the HSVP) for the intervening period. It was observed that we find absolutely no reason to differ with the opinion of a coordinate Bench but petitioners were granted an opportunity, since it was argued that the interest claimed is too high. In terms of the said interim order, the petitioner could not show that the interest charged in the order dated 07.07.2012 (Annexure P-12) is high or it is contrary to the directions issued by Hon'ble Full Bench in **Rajiv Manchanda's case (supra).”**

30. A careful reading of the aforesaid paragraph would reveal that the Co-ordinate Bench proceeded on the premise that since the rate of interest at 11% per annum had been specified in **Rajiv Manchanda's case (supra)**, the same was binding. In that context, upon examining the contents of the judgment passed by the coordinate bench in CWP No.16857 of 2021, we find

no basis to conclude that the rate of 11% interest is in consonance with the decision in *Rajiv Manchanda's case (supra)*.

31. Rather, the Coordinate Bench while passing the interim order dated 26.4.2022 in CWP-16857-2021 has clarified in the last paragraph at page 30, concerning the levy of interest as per bank rates and the same would be helpful for the adjudication of the present issue.

32. Consequently, we respectfully disagree with the conclusion drawn by the Coordinate Bench holding that payment at the advertisement rate along with 11% interest as the allotment price was well-justified and did not call for interference and are of the view that such a conclusion lacks justification, particularly when the issue required detailed examination and reasoning before recording final observations qua 11% rate of interest being the “*Reasonable Interest*”. Moreover, on the conjoint reading of the interim order dated 26.04.2022 passed in CWP-16857-2021, and of the observations made by the Coordinate Bench in the final order dated 03.10.2023 of the writ petition, it clearly indicates that if the rate of 11% interest is not specifically stipulated in *Rajiv Manchanda's case (supra)*, then the interest would be charged as per bank rates prevailing between 2010 till the date of payment. Therefore, the conclusion of the Coordinate Bench finalizing the rate of interest at 11% is contrary to the Full Bench's judgment in *Rajiv Manchanda's case (supra)*, wherein only “*Reasonable Interest*” was held to be applicable.

33. In order to seek assistance on this issue, this Court had requested the learned counsel appearing for the respondents to apprise it of all such schemes and policies wherein different rates of interest have been prescribed.

In response, learned counsel has supplied copies of certain policies reflecting

varying rates of interest, which reveals that the respondent–HSVP itself is charging and applying different rates of interest, despite being a single authority and framer of multiple policies and schemes. It is noticeable that under various schemes, the rate of interest has been fixed at 5.5%, 9%, in policy dated 08.05.2018 for oustees 11% and 12% etc. and the lowest reduced rate is 5.5%. Moreover, there is no material placed on record to demonstrate the rationale or basis for prescribing different rates of interest under different policies and schemes. Therefore, it can be safely drawn that a selective and arbitrary approach has been adopted by the respondent-HSVP in applying varying rates of interest, depending upon it's own convenience and suitability under different schemes and policies, including the policy dated 08.05.2018 and the same is in absence of any cogent reasoning or rational justification. Such an approach is manifestly arbitrary and operates against the interests of the petitioner-oustees(s). The relevant extracts of the said policies are reproduced hereinbelow for ready reference.

“Subject: Interest on refund of earnest money of residential Scheme.

02.09.2005

*It is intimated that the Authority in its 95th meeting held on 21.06.2005 has decided to pay **interest @5.5%** per annum on the amount of earnest money for the period beyond six months of the closing of the scheme, if the draw is not held and earnest money is not refunded within a period of six months from the date of closing of the scheme.*

xx xx xx”

“Subject:- Amendment in the HUDA policy for the allotment of plots/payment of interest on the deposited amount.

25.01.2007

“ xx xx xx

It has also been decided that it will be made clear in the

*application form as well as allotment letter that HUDA will offer the possession of the plot within a period of 3 years of allotment. In case the possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will **pay interest @ 9% p.a.** (or as may be fixed by Authority from time to time) on the amount deposited by the allottee after the expiry of 3 years till the date of offer of possession. In this case the allottee will not be required to pay the further instalments. The payment of balance instalment will only start after the possession of the plot is offered to the allottee.*

xx xx xx”

**“Subject: Regarding handing over of possession of plots
16.04.2009**

“ xx xx xx
3. Besides inviting litigations and adversely affecting the credibility of the organization, delay in handing over of possession has financial implications also, because interest on balance instalments of any allotted plot accrues only after the date of offer of possession. Moreover, the Authority in its 98th meeting held on 12.12.2006 has decided that in case the possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, the allottee will have to be paid **simple interest @ 9% per annum** (or as may be fixed by the Authority from time to time) on the amount deposited by him after the expiry of 3 years of allotment, and the allottee will be required to pay future instalments only after the possession of plot/alternative plot is offered. Instructions regarding the same were issued vide memo no. HUDA-Accts-I-2007/2912-47 dated 25.01.2007. Estate officers should review it on monthly basis and Administrators on Quarterly basis. Administrators and/or Estate Officers shall be personally held liable for payment of interest to allottees and also loss of interest to HUDA if there are no sufficient reasons for not offering possession.”

Subject: Settlement of oustees claims-terms and conditions thereof

11.08.2016

“ xx xx xx
15. An oustee who has made an application for allotment of plot under oustees policy on any previous occasion and said application either is pending for decision or was rejected on any ground and said rejection order was impugned before any court of law or Authority or forum of any nature and matter has been remanded back to the Authority for fresh decision, shall be

*informed of the decision in Bhagwan Singh's case and Sandeep's case and may be advised to apply for allotment of plot in fresh advertisement which will be issued after determination of reservation and their earnest money may be refunded along with **interest @ 5.5 % per annum** from date of deposit till date of payment. However, where litigation is pending then the court of law or authority or forum where it is pending may be informed of the aforesaid decision and efforts may be made to get the litigation disposed off in terms specified herein.*

xx xx xx

17. The list of applicants shall be compiled within a period of 15 days of closing of the scheme and draw shall be held within a period of 30 days of closing of scheme for advertised plots. The eligibility of the oustees who are successful in draw of lots shall be determined within a further period of one month. If any oustee who is declared as successful in draw of lots is found ineligible as per policy, then his draw shall be cancelled. The plot which will become available on account of such cancellation of draw may again be put to draw of lots out of remaining oustees who were earlier unsuccessful in the same draw. The earnest money of unsuccessful applicants may be refunded thereafter. No interest shall be payable on said amount if it is refunded within a period of 6 months from closing of the scheme otherwise interest @ 5.5 % per annum may be paid on earnest money after expiry of 6 months till date of payment.

xx xx xx”

“Subject:- Amendment in the HSVP Policy dated 25.01.2007 and 20.08.2019-Regarding allotment of plots/payment of interest on the depositing amount.

xx xx xx

*It was decided that HSVP will offer the possession of the plot within a period of 3 years of allotment and in case the possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HSVP will **pay interest @9% p.a.** (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by the allottee after the expiry of 3 years till the date of offer of possession. In that case the allottee will not be required to pay the further installments. The payment of balance installment will only start after the possession of the plot is offered to the allottee. These provisions were applicable only on those plots which was to be allotted after 25.01.2007.*

xx xx xx”

Policy dated 08.05.2018

xx xx xx

D. In clause 15 of the guidelines, following clause may be added:

*15. a. Where an application is made by an oustee in an advertisement issued afresh, the price of plot that may be charged from him if he is successful in draw of lots out of plots reserved for oustees shall be the rate as advertised in new advertisement. In cases where the allotment of plot could not be effected despite determination of his eligibility, the prevalent price at the time of application by the oustee in pursuance to an advertisement may be charged along with **simple interest @ 11% per annum** till date.*

It is clarified that eligibility for the purpose as aforesaid shall be treated as determined only when such an oustee completed and satisfied all the formalities/ conditions as per the applicable policy.

xx xx xx”

“Subject: Amendment in the HSVP policy dated 25.01.2007 & 20.08.2019-Regarding allotment of plots/payment of interest on the depositing amount. 30.05.2022

xx xx xx

*It was decided that HSVP will offer the possession of the plot within a period of 3 years of allotment and in case the possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HSVP will pay **interest @9% p.a.** (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by the allottee after the expiry of 3 years till the date of offer of possession. In that case the allottee will not be required to pay the further installments. The payment of balance installment will only start after the possession of the plot is offered to the allottee. These provisions were applicable only on those plots which was to be allotted after 25.01.2007.”*

34. We have noticed yet another startling fact, which cannot be ignored. Learned counsel for the petitioner has apprised this Court that, as per the recent instructions dated 02.12.2024 issued by the respondent-HSVP related to oustees, the same provide for levy of bank rate of interest by respondent-HSVP up to the date of allotment on the rate mentioned in the

advertisement. The relevant extract of the said policy is reproduced hereinbelow-

“4. In case finalization of allotment takes time, beyond the time lines herein above mentioned, for any reason whatsoever, in that eventuality bank rate of interest be charged by HSVP till date of allotment on the rate mentioned in the advertisement. This aspect be also mentioned specifically in public advertisement to be issued.”

35. Despite that, since no such exercise has been undertaken and admittedly once the respondent(s) themselves have mentioned in aforesaid instructions to charge bank rate of interest, they now cannot take a ‘U’ turn by incorporating 11 % as rate of interest in allotment letter. In absence of any specific bank rate of interest, we are of the view that reasonable interest which is liable to be charged from the petitioner should be the rate of interest currently being applied by the respondent-HSVP @ 5.5% in other schemes and policies framed by them. In our considered view, there appears to be no discernible rationale attached while determining the reasonableness of the rate of interest incorporated in policy dated 08.05.2018 rather the mandate of the Full Bench judgment in ***Rajiv Manchanda’s case (supra)*** has been misconstrued and misinterpreted by the respondents by twisting the same to serve the state’s own benefit while completely ignoring the larger interest of oustee(s).

36. Now for the adjudication of the third question, whether as per Clause 6 of the allotment letter, the stipulation of 180 days for payment of 75% of the balance amount in lump sum is justified or arbitrary, as raised in four writ petitions, i.e. CWP No.31492 of 2025, CWP-28344-2025, CWP No.25716-2025 and CWP-32859-2025 forming a part of this bunch. In CWP

No. 31492 of 2025, the petitioner therein has relied upon Annexure P-5, i.e. the allotment letter dated 01.01.2018, wherein, in the case of similarly situated oustee, the respondents have granted the option of six years' installments for payment of the remaining 75% instead of 180 days. The relevant extract of the said allotment letter is reproduced below:-

“6. The balance amount i.e. Rs. 1463922.50/- of the tentative cost of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 6 Yearly instalments of Rs. 243987.00/-. The first installment will fall due after the expiry of one year of the date of issue of this letter. Each installment would be recoverable together with interest on the balance price @12% p.a. on the remaining amount. The interest shall, however, accrue from the date of offer of possession. In case balance 75% of the tentative price of the plot is paid in lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.”

37. Further, the petitioner has placed reliance upon the judgment passed by a Coordinate Bench of this Court in **CWP No. 13048 of 2019, decided on 20.02.2023**, titled **Naresh v. State of Haryana and others**, and has submitted that in the said case, the Coordinate Bench granted the benefit of payment of the price of plot within a period of six years, as per the policy of the HSVP. It is further contended that the said judgment has attained finality, as the same has not been challenged by the respondents. The relevant extract of the same is reproduced herein below:

“Mr. Parveen Mehta, Advocate, has filed memorandum of appearance on behalf of respondent/HSVP in CWP Nos.37891 of

2018, 34571, 32504, 32488, 31998, 31885 of 2019 and 20727 of 2022, which is taken on record.

*Having heard the counsel for the parties and on going through the order dated 22.04.2022 passed by the Administrator, HSVP, Rohtak, in pursuance to the directions issued by this Court, we find the order to be based upon the Full Bench judgment of this Court in **Rajiv Manchanda Versus Haryana Urban Development Authority and another 2018 (2) PLR 422**. The parameters, as have been laid down therein, have been duly relied upon and considered while passing the said order; therefore, we do not find any ground for not agreeing with the same.*

*Since the petitioners, after the allotment of the plot to them, have immediately approached this Court and the writ petition has been pending all through, **we are of the considered view that the petitioners should be granted the benefit of payment of the plots within a period of six years as per the policy of HSVP obviously charging them the relevant interest for the said period.** The petitioners be informed about the payment schedule and the instalments. The petitioners will pay the first instalment after a period of 30 days from the date of receipt of the letter from the respondents intimating them the instalment amount, which they have to pay in pursuance to the order passed by this Court.*

These writ petitions stand disposed of in above terms.”

38. Upon perusal of the allotment letter dated 01.01.2018 referred in para No.36 and of the aforesaid judgment, we are of the considered view that the respondents have acted in a discriminatory manner by requiring payment of remaining 75% amount within 180 days instead of permitting payment in six annual installments. It has also to be noticed that the delay in allotment is not attributable to the petitioner; rather, it is entirely attributable to the respondents. In such circumstances, the petitioner is entitled to the benefit of making the payments in six annual installments and for the said purpose the relevant interest would be 5.5% for the said period. Even in the ***Rajiv Manchanda's case (supra)***, the delay attributable to the respondents was elaborately discussed. The present case stands on identical footing. Once it was possible for the respondents to allot the plot on the date when the petitioner had applied, but the same was not done solely due to the respondents' default and not due to

any act or omission on the part of the petitioner-oustee, the petitioner cannot be penalised for such a delay.

39. Such conduct amounts to a conscious attempt to circumvent a binding precedent rather than to faithfully apply it. The impugned allotment letter dated 09.05.2025 (Annexure P-12) is founded on a complete misreading of the law and calls for strict compliance with the mandate of the judgment passed in *Rajiv Manchanda's case (supra)* as well as the self-framed policy of the respondent-HSVP dated 08.05.2018 in reference to price.

40. To strengthen our view, we draw force from the doctrine of '*stare decisis*' and term '*precedent*'. A precedent is that which precedes or comes before. Courts rely on precedents, namely earlier judicial decisions or laws that furnish an example or rule guiding the adjudication of subsequent cases. The binding force of judicial precedents is founded upon the doctrine of *Stare decisis*. The doctrine of stare decisis—an abbreviation of the Latin maxim '*stare decisis et non quieta movere*'- means "**to stand by decided cases and not to disturb settled matters.**" It is a well-recognised principle of legal jurisprudence which rests upon the premise that the law governing society must be certain, definite, and known. When the law is declared by a court of competent jurisdiction authorised to construe it, such declaration, in the absence of palpable error or manifest injustice, constitutes evidence of the law until altered by a competent authority. The doctrine mandates that rules of law, once clearly enunciated and settled by judicial pronouncement, should not be lightly disregarded or departed from, but ought to be followed in similar cases. Where a principle of law has attained finality through a consistent line of decisions, it becomes binding on courts and the State alike. The doctrine thus

ensures stability, certainty, and predictability in the legal system, enabling citizens to regulate their affairs with confidence.

41. Similarly, this Court, in “**Satbir Singh v. State of Haryana**” **2002 (2) SCT 354**, has held that once a judgment attains finality, all authorities, including the State, are duty-bound to implement the orders effectively, in comity with the law of the land. The relevant extract is reproduced hereunder:-

“10. Articles 141 and 142 of the Constitution of India make the judgment of the Apex Court binding on all courts. All authorities including the State must implement the orders effectively in comity to the law of the land. The constitutional mandate imposes an obligation on the State to ensure enforceability throughout the boundary of India of the orders passed by the Apex Court. Attempts to by-pass and circumvent the orders of the Court could never achieve any object of the State. On the contrary, it would certainly introduce an element of discontentment and frustration in its employees. In a large society like ours, the steps taken on behalf of the State to eliminate unnecessary litigation is essence of proper administration. The maxim boni judicis est causas litium dirimere even requires the Court to remove causes of litigation. Such maxim is indented to further the principle of precedents and is essential to maintain consistency in judicial pronouncements. The command in judgments which attain finality must not only appears to be respected, but should be enforced and implemented with respect as 'lex nil frustra jubet'.

*11. State has pervasive obligations to discharge in relation to maintaining its expected standards of employer-employee relationship. As already noticed, one of the important facets of such obligations is to be reasonable and fair in granting service benefit to its employees in accordance with service rules and the principles enunciated on pronouncement of judgments by the Courts. When judgments attain finality to which the State is a party, duty is casted upon the State to grant relief to its employees who are similarly situated and on identical facts. Benefit of such approach are many and it causes no disadvantage to the interests of the State. It is not necessary for the State to require each one of its employees to approach the Courts of law for grant of a relief which the State ought to grant to the employees in normal course of its administration, particularly, the cases of the kind afore-referred. Such principles is well known and accepted for years now. By referring to few judgments we would only predicate the principle with greater emphasis of its application in the day-to-day affairs of the State. In the case of **Dr. (Mrs.) Santosh Kumari v. Union of India and others, JT 1994(7) SC 565 : 1995(1) SCT 527 (SC)** the Hon'ble Apex Court held as under :-*

"The allotment of seats should go according to merit. It does not depend upon who comes to Court and who does not. The matter is one of principle and should not depend upon who comes to the

court. A more deserving candidate may not have the means of approach the Court."

12. A Division Bench of this Court in the case of Satyapal Singh and others v. The State of Haryana and another, 1999(2) RSJ 377 also observed as under:-

*"The respondents as a welfare State should rather see to it that the litigation in **the Courts is minimised. After this Court or the Apex court lays down the law, it should see to it that similarly situated persons automatically get the same relief without resorting to litigation.**"*

xx xx xx xx

15. The cumulative effect of the above settled principles is that the State must avoid discrimination in grant of service benefits to the members of the same cadre identically situated. If the employees had not approached the Court, but the judgments otherwise pronounced relating to the same matter have attained finality, the State must show its grace and in fact carry out its implicit duty to grant benefit to the other members of the cadre.

*16. Mechanical functioning must be substituted by reasonable and purposeful approach. Where the State Government has lost its battle repeatedly after filing special leave petitions as well as review petitions before the Hon'ble Apex court, it would be desirable for the State to retrace its steps than to proceed improperly in passing unjustified and unsustainable orders. In the present case, the relief claimed by the petitioners was squarely covered on facts and law by above judgments and the State was expected to grant the same relief to the petitioners at its own level, in all fairness. Such an approach would not only further the object of healthy employer-employee relationship but would also take away unnecessary burden of the Court arising from such frivolous litigation. To say the least, it is inappropriate for the State to compel the petitioners to approach the Court for redressal of their grievances. It will be legitimate expectancy on the part of the employee that he would be given the **same relief which his co-employee similarly situated has been granted. Must the State act unfairly by denying such a claim, compulsion of the employee becomes the cause for approaching the Court. Denial of justice despite service of justice demand notice is a violation of basic rule of law on the part of the department.***

xx xx xx xx

19. Be that as it may, particularly in the afore-referred premises, we still feel that it is the bounden duty of the Court to issue the following directions to the State in the larger public interest and for proper administration of justice:-

(i) Wherever the rights of the parties have been settled by a judgment of the Court, the State has taken all remedies available to it in law against that judgment even upto the highest court of the land and the judgments

has attained finality, then the State must accept the judgment and implement it in its true spirit and command. There is implicit obligation on the part of the State to grant same relief to other members of the cadre whose claim was based upon identical facts and points of law.

(ii) The State Government shall as expeditiously as possible in any case not later than four months re-act and respond to a legal notice/representation served upon it by any of its employees in redressal of his grievance/grant of relief, which has been granted to his co-employees similarly situated, in furtherance to the judgment of the Court. Unless, for reasons to be indicated in the reply, the State feels compelled to deny such relief. Needless to point out that denial must neither be evasive nor intended to circumvent the orders of the Court.

(iii) In the event such an employee is compelled to approach the court of law, whereupon the court awards interest and/or costs while allowing such a petition, then the expenditure incurred by the State including the costs/interest paid in furtherance to the orders of the Court should be recovered from the erring officer(s).

(iv) The concerned quarters of the Government are expected to work out the details in furtherance to the above directions and issue pervasive but definite instructions to all its departments forthwith to ensure compliance.”

42. Following the same settled principles, we are of the firm view that commands of law and judgments which have attained finality must not only appear to be respected, but must be faithfully enforced and implemented, for *lex non frustra jubet*. The State has pervasive and continuing obligations to discharge in maintaining the standards expected of it while granting relief to the petitioner–oustee(s). Once judgments attain finality, particularly where the State is a party, a corresponding duty is cast upon it to grant the relief so directed. The cumulative effect of the settled principles of law is that the State must eschew discrimination in granting benefits to persons identically situated, even if some of them have not approached the Court, where judgments relating to the same subject matter have already attained finality. The State is expected to act with fairness and grace and to discharge its implicit obligation to extend similar benefits to other petitioner–oustee(s), especially in matters where the

State has repeatedly failed in litigation. It would, therefore, be desirable for the State to retrace its steps rather than persist in passing unjustified and legally unsustainable orders.

43. In the present case, as also in the connected matters, we find that despite the issues having been conclusively settled and authoritatively pronounced by the Full Bench of this Court in ***Rajiv Manchanda's case*** (supra) with regard to fixation of price and levy of reasonable interest, the respondent HSVP failed to adhere to the mandate of the judgment in its true letter and spirit, as it is nowhere mentioned that respondent HSVP is permitted to fix the “current price” which is being charged. Further, the respondents deliberately omitted to incorporate the rate of the plot in the public advertisement and thereafter sought to justify such omission on untenable and artificial grounds, whereas the price ought to have been disclosed at the very inception.

44. Further, without adopting any rational or objective criteria for determining reasonable interest, the respondents conveniently imposed an exorbitant rate of interest, evidently for financial gain, while completely ignoring the legitimate interests of the petitioner-oustee(s). Such conduct is in clear violation of the doctrines of *promissory estoppel* and *stare decisis*, which the State is duty-bound to follow once the issues stand conclusively covered by the binding judgment in ***Rajiv Manchanda's case*** and reiterated in subsequent decisions.

45. What is even more surprising is that despite amending policies and issuing instructions from time to time, many of which themselves acknowledged these principles-the respondents have still failed to comply with the settled legal position and has arbitrarily charged the current price and

delayed the process of issuance of the allotment letter for approx seven years. Such conduct on the part of the respondents is wholly unjustified, cannot be appreciated, and deserves to be deprecated. In view of the same, as a punitive measure, we are constrained to impose the costs of Rs.3 lakhs on the respondent-HSVP.

46. Given the above discussion and in light of binding precedent in ***Rajiv Manchanda's case (supra)*** and Clause 15-A of the Policy dated 08.05.2018 (qua price), the impugned Clauses 5 and 6 of the allotment letter 09.05.2025 (Annexure P-12) are hereby quashed being contrary and discriminative. Consequently, present writ petition and other connected matters are allowed with the following directions: -

(i) The respondents are directed to redetermine the price of allotment pursuant to price prevailing on the date of the application/advertisement in 2018 instead of current price as being charged, which is contrary to the mandate of the judgment of ***Rajiv Manchanda's case (supra)***, and shall issue a fresh allotment letter maintaining the rights and eligibility of the petitioner oustee, which is not in dispute.

(ii) For the intents and purposes of “***Reasonable Interest***” as stipulated in the case of ***Rajiv Manchanda's case (supra)***, the same shall be at the rate of 5.5% instead of 11% and the period for making the payment as per the mandate of the judgment in case of ***Naresh (supra)*** would be 6 years and same shall be in equal installments along with interest 5.5% per annum.

(iii) An amount of Rs.3,00,000/- as costs to be deposited with the Poor Patients Welfare Fund, PGIMER, Chandigarh.

(iv) The aforesaid directions shall be complied within 2 months from the receipt of certified copies of this judgment. Till then respondents are restrained from taking any coercive steps.

(DEEPAK MANCHANDA)
JUDGE

(ANUPINDER SINGH GREWAL)
JUDGE

22.12.2025
vanita

Whether speaking/reasoned :
Whether Reportable :

Yes/No
Yes/No