



-1-

201

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

CWP-363-2025

Date of decision:-18.11.2025

Punjab Urban Planning and Development Authority (PUDA)

...Petitioner

Versus

Permanent Lok Adalat and another

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

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

Mr. Peeyush Gagneja, Advocate
for respondent No.2.

SUVIR SEHGAL, J.(ORAL)

1. Petitioner has approached this Court by way of present petition, *inter alia*, for issuance of a writ in the nature of certiorari for quashing of order dated 10.01.2024, Annexure P7, passed by Permanent Lok Adalat (Public Utility Services), Bathinda (for short 'the Lok Adalat').

2. Brief facts deserve to be noticed. Punjab Urban Planning and Development Authority (PUDA) framed a scheme for Optimum Utilisation of Vacant Government Land (OUVGL) at Abohar and issued a public notice inviting applications for allotment of residential sites. Respondent No.2 applied for and was allotted a residential plot



-2-

201

measuring 300 square yards vide letter dated 15.07.2011, Annexure P1, for a total price of Rs.19,50,000/- on the terms and conditions specified in the allotment letter. Respondent No.2 opted to pay the price of the plot in installments. Notices dated 01.04.2013, 09.02.2015 and 20.05.2015, Annexures P2 to P4, respectively, were served upon respondent No.2 under Section 45 of the Punjab Regional and Town Planning and Development Act, 1995 (hereinafter referred to as 'Act of 1995'). Respondent No.2 filed a petition, Annexure P5, under Section 22-C of Legal Services Authorities Act, 1987 before the Lok Adalat, which was contested by the petitioner. Vide impugned award, Annexure P7, petition was accepted and PUDA was directed to refund the deposited amount along with interest and was fastened with litigation cost of Rs.20,000/-.

3. While making a reference to the terms and conditions of allotment letter, Annexure P1, Mr. Bhupinder Singh, counsel for the petitioner, has argued that when respondent No.2 failed to deposit the installments as per the schedule, he was issued notices, Annexures P2 to P4, and instead of making the deposit, respondent No.2 approached the Lok Adalat by misstating the facts. Counsel has made a reference to Annexures P8 to P11 to assert that the development works had been completed at the site, but respondent No.2 never came forward to take possession of the plot. He has also pointed out that Lok Adalat has failed to appreciate the factual position and has mentioned erroneous dates in the impugned award, which deserves to be set aside.

4. *Per contra*, Mr. Peeyush Gagneja, counsel for respondent



-3-

201

No.2 has emphasised that PUDA never offered possession of the site. Counsel asserts that respondent No.2 had deposited all the installments and was issued a No Dues Certificate, Annexure R2/3 on 30.06.2015. Counsel points out that respondent No.2 had approached the Lok Adalat for getting the possession of the plot or, in the alternative, sought refund of the deposited amount. It is his argument that in a similar situation, Lok Adalat had passed award dated 12.12.2017, Annexure R2/1, which has been honoured by the petitioner and refund has been given to the allottee therein.

5. I have heard counsel for the parties and considered their respective submissions besides examining the documents relied upon by them.

6. Allotment of a residential plot was made to respondent No.2 vide letter dated 15.07.2011, Annexure P1, which lays down the terms and conditions. The relevant condition for the purposes of adjudication of this writ petition is condition No.4, which is reproduced hereunder:

“4. Possession and Ownership

(i) Possession of plot shall be handed over to allottee after completion of development works at site in a period of 1 year from the date of issuance of allotment letter. In case for any reason PUDA is unable to deliver the possession of plot in stipulated period, allottee shall have a right to withdraw from the scheme by moving an application to the Estate Officer, in that case the Authority shall refund the amount deposited by the applicant after



deducting 10% of the amount deposited.”

7. A perusal of this condition shows that the offer of possession was to be made by PUDA within one year after the completion of the development works at the site. Although it has been claimed that the development works have been completed, but there is nothing on the record to show that the offer of possession was ever made to respondent No.2. Even on a specific query, counsel for the petitioner could not refer to any such communication addressed to the allottee. Much stress has been laid by the counsel for the petitioner upon notices, Annexures P2 to P4, but it appears that after these notices were served upon respondent No.2, he deposited all the installments and was issued a No Dues Certificate, Annexure R2/3. This certificate clearly shows that amount of Rs.19,50,000/- has been deposited by respondent No.2. As PUDA failed to deliver the possession of the plot even after seven years of the allotment letter, despite deposit of the entire amount, respondent No.2 approached the Lok Adalat, which by impugned award has directed PUDA to refund the deposited amount along with interest. Even though there are some typographical errors in the impugned award regarding date of allotment letter and stipulated date of delivery of possession, but that would not be a sufficient ground to interfere with the impugned award, which is based on sound reasoning. Furthermore, in a similar situation another allottee, Puneet Bansal, had approached the Lok Adalat and an award, Annexure R2/1 was passed in his favour. It is the



-5-

201

categoric assertion of respondent No.2 that PUDA has refunded the amount to the said allottee in compliance of the award. There is no reason to discriminate against the petitioner. This Court, therefore, does not find any ground to interfere with the impugned award.

8. For the reasons recorded above, there is no merit in the writ petition, which is dismissed, though with no order as to costs.

(SUVIR SEHGAL)
JUDGE

18.11.2025

Brij

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