



CWP-36159-2025 (O&M)

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

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CWP-36159-2025 (O&M)

Date of decision: 22.12.2025

Deepshikha Chaudhary and others

....Petitioners

Vs.

State of Punjab and others

....Respondents

CORAM : HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Bhawesh Choudhary, Advocate
for the petitioners.

Mr. Harpreet Singh, AAG, Punjab.

Mr. K.K. Dadwal, Advocate
for respondent No.3.

HARSH BUNGER J. (Oral)

1 Petition herein is, *inter alia*, seeking a writ in the nature of Mandamus, for directing immediate restoration of regular, uninterrupted water supply to street No.2, Gillco Valley Extension-5, Sector 127, Kharar.

1.1 A further prayer has been made for directing the official respondents to immediately identify, remove and take action against all illegal direct motor connections installed on the municipal main water supply line in Gillco Valley Extension-5, Kharar.

2. At the outset, it is required to be noticed that a written request for adjournment has been circulated on behalf of the learned counsel for the petitioner on the ground that he had to go out of station; however, Sh. Bhawesh Choudhary, learned counsel for the petitioner has appeared and

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stated that since, he did not go out of station, so the case may be taken up for hearing; accordingly at his request, the matter was heard.

3. Briefly, petitioners are stated to be residents of street No.2, Gillco Valley Extension-5, Sector 127, Kharar and are stated to be aggrieved against non-supply of water to their locality.

4. In para No.3 of the writ petition, it is stated by the petitioners that they are getting water supply for barely a few minutes and that too at negligible flow and at late night; therefore, they have been constrained to procure private water-tankers, which has caused financial burden and public distress. It is further mentioned that in their locality, there is no fixed timing or schedule for water supply, whereupon they had approached the developer of colony namely Gillco Developers and Builders Private Limited (respondent No.4); who stated that he has already handed over the project to the Municipal Council, Kharar. It is claimed by the petitioners that on the other hand, respondent No. 3 (Municipal Council, Kharar) has stated that Municipal Council has not taken full charge as the developer has not deposited certain dues.

5. In para No.5 of the writ petition, petitioners allege that respondent No.5 (Rajveer) is orally claiming that he is the water operator from Municipal Council, Kharar and it is alleged that he takes Rs.10,000/- for a connection and Rs.14,000/- for a direct main line connection. It is further alleged that, respondent No.5 is fully aware of the internal layout of the watervalves in Gillco Valley Extension-5 and is deliberately manipulating them to block/restrict water supply to street No.2, whereby the

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petitioners are residing. It is stated that Gillco Valley Extension-5 is a regularized colony in terms of the Regularization Certificate dated 20.08.2019 (Annexure P-2); therefore, the Municipal Council, Kharar cannot escape its liability to provide water and other basic services.

5.1 It is further alleged that the root-cause of the crisis is the complete absence of any dedicated water source, tubewell or waterworks despite the same being shown on the regularization maps submitted by the respondent No.4 (Gillco Developers and Builders Private Limited). It is also alleged that on 17.11.2025, respondent No.5 (Rajveer) suddenly released water supply with excessively high pressure, which led to overflowing of the storage tanks in several flats in street No.2 and various motor pumps have also been illegally installed on the main water supply line.

6. Learned counsel on behalf of the petitioners claim that, petitioners have paid statutory charges like stamp duty, registration charges and other government levies on the total property value at the time of execution of their sale deeds, therefore, the respondents cannot run away from the responsibility of providing the basis services/civic amenities.

7. In view of the aforementioned circumstances, present petition has been filed before this Court, for seeking relief(s) as noted hereinabove.

8. Heard.

9. A perusal of the Regularization Certificate dated 20.08.2019 (Annexure P-2) would show that the same is only a provisional certificate for regularization of an unauthorized colony, which was valid only for a period of one year from the date of issuance of said certificate

i.e. 20.08.2019. The relevant extract of the provisional regularization certificate reads as under:-

“With reference to your offline application no. 41 dated 06.02.2019 for the Provisional Regularization of the colony, particular of which are given below is hereby issued the provisional regularizpation certificate under section 4 of "The Punjab Laws (special provision) Act 2014" vide notification no.12/01/2017-5HG2/1806 of Dated 18/10/2018.

1	Name of the Promoter(s)/ Individual(s),company, Firm	M/s Gilico Developers & Builders Pvt. Ltd., Near Gillco Towers, Kharar-Landaran Road, Kharar Distt. SAS Nagar.
2	Fathers Name (in Case of individuals)	-
3	Name of Colony(if any)	Gillco Valley Extension-5
4	Location (village With H.B.no.)	Village Sante Majra, Kharar, H.B.no.186
5	Total area of colony in Square Yards (Acre)	40622.57 (8.3931 Acres)
6	Total Salable Area in Square Yards (Acre)	23546.11 (4.8649 Acres)
7	Area under common purpose Square Yards (Acre)	17076.46 (3.5282 Acres)
8	Sold Area Square Yards (Acre)	6784.16 (1.4017 Acres)
9	Saleable area still with the promoter Square Yards (Acre)	16761.95 (3.4632 Acres)
10	No. of plots saleable as per layout plan	197 Residential Plots
11	Khasra Nos.	as per Annexure-A
12	Type of colony (Resi/Comm/Ind)	Residential
13	Year of establishment of colony	Before 19.03.2018
14	Detail of Plot Sold	as per Annexure-N

Detail of land sold through sale deed/Agreement to sell by the promoter.

As per Annexure B attached.

15	Saleable area with %age a) No. of saleable Resi. plots b) No. of commercial plots	23546.11 Sq. Yards – 57.96% 197-(23546.11Sq. Yards)- 57.96%
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16	Area unde Public purpose with % age	17076.46 Sq. Yards – 42.04%
17	Public facilities provides in the colony, if any a) Parks/open spaces b) Tubewell c) STP	2038.89 Sq. Yards (5.02%) 112.00 Sq. Yards (0.28%) 193.67 Sq. Yards (0.48%)
18	Area under roads with %age	14731.90 Sq. Yards (36.26%)
19	width of approach road	45’
20	Width of internal road (maintain range of width i.e. 30’-35’, 45’ etc)	30’-35’, 45’
21	Mode of payment received	E.M.I.s
22	Demand Draft/Cash/MC Receipt	
23	Fees/charges received	Rs.49,25,440/- paid by Colonizer as per EO, MC, Kharar Letter No. 924 dated 31.07.2019 & Rs.40,91,000/- paid by Colonizer as per G-8 No.88/1242 dated 31.07.2019
24	In case of payment by	
24	Name of Drawer Bank	

D.A/Approved Layout

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The balance amount of EDC amounting to Rs.1,68,53,404/- be paid in 10 equated bi-annual installments along with 10% compound interest as under. The due date of installment shall be reckoned after six months from the date of issue of this provisional certificate:-

Sr. no	Due Date of Payment	No. of installment of EDC	Amount of EDC Principal	Interest @ 10%	Total. Payment
1	2.	3.	4	5.	6.
1		1st	1685340	842670	2528010
2		IIInd	1685340	758403	2443743
3		IIIInd	1685340	674136	2359476
4		IVth	1685340	589869	2275209
5		Vth	1685340	505602	2190942
6		VIth	1685340	421335	2106675
7		VIIth	1685341	337068	2022409
8		VIIIth	1685341	252801	1938142
9		IXth	1685341	168534	1853875
10		Xth	1685341	84267	1769608
	Total		16853404	4634685	21488089

*Note:*

- 1) *No separate notice shall be issued for the payment of installments.*
- 2) *EO, MC, Kharar vide his letter no. 924 dated 31.07.2019 (Rs.49,25,440/-) & G-8 No. 88/1242 dated 31.07.2019 Rs.40,91,000/- had informed to this office that 100% of PF/UDC, CLU/UDC, SIF and 15% of EDC/UDC Charges (Total Amount Rs.90,16,440/-) had been deposited by the colonizer. Consequent of miscalculation if any additional amount is worked out as recoverable at any stage applicant shall be liable to pay the same within 15 days from the issue of demand notice deposit the same.*
- 3) *If any of the conditions of the policy of the government found violated the Regularization Certificate granted shall liable to be cancelled.*
- 4) *This Regularization Certificate is granted subject to the decision C.W.P. no, 4018 of 2012 (Gurdeep kaur vs state of punjab & others) pending in the Hon'ble High Court.*
- 5) *That if subsequently any defect is found in ownership. Any other documents or any encroachment will found, owner/developer shall be liable for the same.*
- 6) *This provisional certificate for regularization is valid for one year from the date 'of issue of this certificate. The colonizer is bound to be paid full and final payment as well as the colonizer is bound to submit registered sale deeds of these sale agreements/power of attorney within one year from the date issuance of this provisional regularization certificate.*
- 7) *Condition for regularization of colony, (i) The area under roads, open spaces, parks and other utilities shall be transferred in the name of the Residents Welfare Association of the colony, if there is no registered Residents Welfare Association then the area under roads, open spaces, parks and other utilities shall be transferred in the name of the concerned urban development/local authority as the case may be which will ultimately be transferred to the name of residents Welfare Association when formed. The maintainance of these areas shall be the responsibility of the Residents welfare Association or developer till the time Residents Welfare Association come in operation.
(ii) The concerned urban development authority/urban local body/gram panchayat shall not be responsible to maintain common areas.*



- 8) *The colonies which will be regularized under this policy shall have to get them self registered under the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) with the Real Estate Regulatory Authority, if applicable.*
- 9) *The Building Plan of the Colony will be sanctioned by the MC, Kharar as per Building Bye-Laws.*
- 10) *Pursuant to regularization, the colony may be classified as a 'Regularized Unauthorized Colony'. In no case will such colony be called a Punjab Urban Planning and Development Authority approved colony.*
- 11) *The Colonizer is bound to pay any amount if due against them after the decision of case which is pending with Govt./CTP Chandigarh, as he (Colonizer) submitted his affidavit duly attested by notary dated 16.08.2019 as reported by Executive Officer, Municipal Council, Kharar.*

This certificate is issued on the basis of the documents produce by the applicant. In case the information provided by the applicant is found false/ incorrect at any stage, the compounding of the offence shall stand withdrawn penal action against the applicant shall be initiated.”

9.1. A perusal of the above-extracted provisional certificate would leave no manner of doubt that the colony namely Gillco Valley Extension-5 was an unauthorized colony for which the builder (respondent No.4) applied for regularization under the Punjab Laws (Special Provision) Act, 2014. It is further borne out from the abovesaid certificate that the said colony consists of 197 residential plots and only provisional certificate for regularization was issued, which was valid for one year. In terms of clause (6) extracted above, the Colonizer was bound to pay full and final payment along with the other documents within a period of one year from the date of issuance of the said provisional certificate.

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9.2 Still further, in terms of clause (7), it was a condition for regularization of the colony that the area under the roads, open spaces, parks and other utilities shall be transferred in the name of the Resident Welfare Association of the colony and in case there was no listed Welfare Association, then such areas are to be transferred in the name of concerned urban development/local authority (as the case may be), which in turn, would be transferred in the name of Resident Welfare Association (as and when formed). Further, it is made clear in clause (7) that maintenance of these areas shall be responsibility of the Resident Welfare Association or developer till the time Resident Welfare Association comes in operation. It is also made clear in clause (7)(ii) that the concerned Urban Development Authority/Urban Local Body/Gram Panchayat shall not be responsible to maintain common areas. Still further, the Colonizer was required to get the colony registered under the Real Estate (Regulation and Development) Act, 2016.

10. From a perusal of the paperbook, it appears that although the documents attached with the writ petition pertains to a provisionally regularized colony namely Gillco Valley Extension-5 and according to the layout, the colony consists of 197 residential plots; however, from a perusal of the representation dated 03.04.2024 (Annexure P-4), it is made out that multi-storyed flats have been raised on the plots. It is also not clear as to whether, the flats of the petitioners have been actually regularized or not. Even, the validity of the provisional regularization certificate stands expired on 19.08.2020.

11. In my considered view, there are various disputed questions of facts involved in the present writ petition, which may require leading of evidence, which is not possible in the present proceedings; accordingly the instant writ petition is dismissed; however, leaving it open to the petitioners to avail remedies as may be available to them, in accordance with law.
12. All the pending application(s), if any, shall also stand closed.

22.12.2025
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(HARSH BUNGER)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No