2026:PHHC:073296-DB

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CA-CWP-23-2017(O&M)

Punjab Urban Development Authority, PUDA Bhawan, SAS Nagar (Mohali) & another

…. Appellants

Versus

TRIL Amritsar Projects Ltd. (formerly known as TRIF Amritsar Projects Ltd.) Mumbai and another

…. Respondents

Reserved on: 10.02.2026
Pronounced on: 11.05.2026
Judgment uploaded on: 18.05.2026

Whether only the operative part of the judgment is pronounced or whether the full judgment is pronounced: Full Judgment
Whether any delay in uploading : N.A.

CORAM : HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA
HON'BLE MR. JUSTICE ROHIT KAPOOR

* * * *

Present : Mr. R. S. Khosla, Senior Advocate with
Mr. Yogender Verma, Advocate for the appellants.

Mr. Ashwani Kumar Chopra, Senior Advocate with
Ms. Ridhima Khindria, Advocate &
Mr. Deepak Poonamiya, Advocate for respondent No.1.

* * * *

ROHIT KAPOOR, J.

CM-41-CA-CWP-2017

1. This application has been filed for placing on record documents Annexure A-1 (colly.), by way of additional evidence.

DINESH KUMAR
2026.05.18 17:31
I am the author of this document
at the bottom of left side

2. Respondent No.1 (contesting respondent), has although opposed the application, however, perusal of the documents would show that the same are in the nature of correspondence exchanged inter se between statutory authorities and the same would aid the adjudication of the core dispute involved in the matter.

3. In view thereof, the application is allowed and the documents appended as Annexure A-1 (colly.) are taken on record.

4. Registry is directed to tag the same at appropriate place.

CA-CWP-23-2017(O&M)

Factual Matrix :

5. Facts involved are not in dispute. On 26.08.2008, the Punjab Urban Planning and Development Authority (PUDA)-appellant No.1, conducted auction of retail site No.C-4 measuring 26791.20 Sq. Yds. The respondent-petitioner was allotted the site having submitted the highest bid of Rs.1,79,50,10,400/-, vide allotment letter dated 08.12.2008. Clause 5(i) of the allotment letter required the allottee to complete the construction on the plot within three years from the date of issuance of the allotment letter, after getting the building plans approved by the competent authority, in accordance with the building byelaws. Clause 7(i) of the letter provided that the extension in construction period would be subject to the payment of extension fee as determined from time to time. The respondent-petitioner applied for possession on 28.01.2009, which was handed over on 22.04.2009. The respondent-petitioner submitted certain building plans and documents in the office of appellant No. 2 on 18.05.2009 and vide letter dated 26.05.2009, it was

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

directed to get the concept plan approved from the office of the Additional Chief Administrator, PUDA. It transpires that the application for approval of the concept plan was submitted on 12.11.2009, which came to be approved on 19.01.2010.

6. Thereafter, to facilitate the respondent-petitioner, partial approval was granted vide letter 10.05.2010 for the basement and ground floor, and final approval was made conditional to grant of the mandatory 'NOC' from AAI, as regards height restrictions. The final approval of the remaining floors was eventually granted on 27.08.2010 after receipt of the said 'NOC'. On 22.12.2011, the respondent-petitioner submitted a letter to the Estate Officer, claiming that construction has been completed as per sanctioned building plans. Subsequently, on 07.08.2012, nearly nine months after the claimed completion, the respondent-petitioner submitted its application for grant of occupancy/completion certificate in Form 'B' in terms of Rule 10(1) of the Punjab Urban Planning & Development Authority (Building) Rules, 1996 (hereinafter referred to as 'Rules of 1996'). A report of the Punjab Pollution Control Board dated 01.08.2012 (Annexure A-1 colly.), recorded that the civil construction of the project is still going on and as per the representative of the company, the finishing work will be over by end of October and green belt will be developed along with finishing. The 'No Objection Certificate' from the Assistant Divisional Fire Officer, Amritsar was issued on 19.07.2012. A revised building plan was submitted by the respondent-petitioner for approval on 22.08.2012. The appellants vide letter dated 03.09.2012 pointed out deficiencies in the application of the petitioner submitted as

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

per Form B, inasmuch as the originals of the completion certificate from the registered Architect and Engineer supervising the construction, and the certificate from the Registered Plumber has not been submitted. Through letter dated 12.09.2012, the petitioner was again asked to complete the development works and to remove the provisional structures, in order to enable the authorities to initiate further proceedings for issuance of completion/occupation certificate. The respondent-petitioner, submitted the original certificates of the Architect/Engineer and plumber on 15.09.2012. Between 17th September to 1st October 2012, the respondent-petitioner submitted various other documents like Fire Department NOC, Pollution Board Consent, Boundary Wall Fee Receipt etc.

7. Appellant No. 2 issued a demand notice dated 03.10.2012 (Annexure P-8) followed by reminder dated 12.12.2012 (Annexure P-10), raising a demand of extension/non-construction fee of Rs.3,72,77,203/-, for failure to complete construction within the stipulated period of three years. The respondent-petitioner responded to the demand notice vide letter dated 11.10.2012, and denied its liability to pay such fee by contending that keeping in view the provisions of clauses 4 and 5 of the allotment letter, construction was to commence after approval of the building plans and the time line for completion of the project will have to be taken as 26.08.2013. Claiming that the construction stood completed before the last date, it was requested that the said demand be withdrawn and occupation certificate be issued. The appellants however, clarified that the construction was to be raised within

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

three years from the date of allotment, as stipulated in the allotment letter and reiterated the demand. Ultimately, the respondent-petitioner deposited the said amount under protest and thereafter submitted various representations for refund of the same. Since the appellants refuted its claim for refund, it approached the writ Court, by *inter alia* challenging the demand notices as well as the vires of proviso to Rule 13 of the Punjab Regional and Town Planning and Development (General) Rules, 1995 (hereinafter referred to as 'Rules of 1995'), to the extent it provides for imposition of extension fee beyond the period of three years.

Findings of the learned Single Judge:

8. The learned Single Judge, after noticing the rival contentions and after examining the relevant clauses of the allotment letter read with the applicable statutory provisions, came to the conclusion that once the project is completed, the respondent-petitioner was only required to inform the authorities about the same on Form B, with the aid of the certificate issued by his Architect/Plumber. It was held that this requirement having been fulfilled on 22.12.2012, and in the absence of any formal rejection order on Form D, the petitioner would be at a loss for non-issuance of occupancy certificate and would not in a position to use the premises. It was opined that the demand was illegal, especially since no opportunity of hearing was provided and as a consequence, the demand notices Annexures P-8 and P-10 were quashed, and the appellants were directed to refund the amount paid by the respondent-petitioner in pursuance thereto, along with interest @ 9% per annum.

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

Contentions

9. Learned senior counsel for the parties have advanced their respective oral arguments and have also submitted written synopsis/submissions.

10. Learned senior counsel appearing on behalf of the appellants has assailed the correctness of the impugned judgment on the ground that learned Single Judge has failed to appreciate the facts involved in the correct perspective, resulting in an erroneous finding that the respondent-petitioner had fulfilled the requirements of completing the construction of the building within the stipulated period of three years from the date of allotment. Submission is that the material available on record, would clearly go on to show that the construction was incomplete well beyond the stipulated period, for which the respondent-petitioner alone was responsible.

11. It is urged that even if for the sake of arguments, the date of completion of construction was to be assumed as 22.12.2011, (although not accepted or admitted), still the same would be beyond the three-year period, which commenced from 18.12.2008. Our attention has been invited to the letter dated 22.12.2011 (Annexure P-5) to demonstrate that the same was not on the prescribed Form, nor any documents evidencing completion of construction, like Certificate of Architect on Form C, were attached.

12. It is contended that the conditions of the allotment letter have to be read with the statutory provisions, including Rule 13 of the Rules of 1995. From a harmonious construction thereof, it is apparent

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

that the demand for payment of non-construction/extension fee was validly raised. Learned Senior counsel has vehemently argued that the interpretation, that period for completion of construction has to be reckoned only from the date of sanction of building plans, would lead to misuse and exploitation by the builders. The allegations of discrimination are denied by pointing out that in the case of Bharti Mall Ludhiana, extension was sought and the empowered committee headed by the Chief Minister, after taking into consideration the peculiar facts involved, granted the extension and waiver of extension fee. It is pointed out that the findings of the learned Single Judge are inherently contradictory inasmuch as on one hand it has nowhere been held that the demand of non-construction/extension fee is not in consonance with the relevant clause of the allotment letter read with Rule 13 of the Rules of 1995, yet the appellants have been directed to refund the demand raised along with interest.

13. *Per Contra*, Learned Senior counsel appearing on behalf of the respondent-petitioner has controverted the submissions made on behalf of the appellants by arguing that conjoint and harmonious reading of Clause 5 (i) and (ii) of the allotment letter read with Rule 3 of the Rules of 1996, makes it abundantly clear that prior sanction of building plans is an essential prerequisite for initiating construction and therefore the period of three years is to counted from the date of sanction of plans. It is submitted that although the possession of the site was handed over on 22.04.2009, yet, the petitioner could not commence the construction due to the absence of sanctioned building plans, which were only

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

partially sanctioned on 10.05.2010 and the final approval was given on 27.08.2010. It is pointed out that the outer date for completion of construction was thus 26.08.2013. Attributing the delay in sanctioning the plans upon the appellant authorities, it is urged that despite the delay, the respondent-petitioner proceeded with the construction and completed the project well within the permissible period.

14. It is further contended that the respondent-petitioner had informed the appellant-authorities about completion of the construction of the project vide letter dated 21.12.2011 (Annexure P-5) which was not denied, nor any objection was raised.

15. Referring to Clause 5(iii) and (iv) of the allotment letter, it is submitted that date of completion is different from the date on which occupation is sought for, and no time period is prescribed for occupation certificate. It is argued that the respondent-petitioner applied for permission to occupy the building in the prescribed form, by submitting Form B on 07.08.2012, in reference to the completion letter dated 22.11.2011. Adverting to Rule 10(1) of the 1996 Rules and Clause 7 (xxii) of the allotment letter, it is urged that no timeline is prescribed for submission of a notice of completion/permission to occupy in Form B. Date of submission of Form B cannot be treated as the date of completion, which is clear from the format of the said form itself, which provides a column requiring disclosure of the date of competition of the construction. While referring to Rule 10(2), it is submitted that it was mandatory for the appellant authorities to either grant the occupation certificate or reject the application by issuing Form D, after assigning

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

reasons, within thirty days. Since no such Form was ever issued, nor any opportunity of hearing was provided, as mandated under the proviso to Section 44 of the Act of 1995, the demand raised is stated to be wholly unsustainable and legally untenable.

16. By inviting our attention to letter dated 07.06.2013 (Annexure P-12) it is contended that in identical circumstances one Bharti Realty Mall was granted extension of two years without levying of any additional fee. The said argument is without prejudice to the contention that the respondent-petitioner had completed construction within the stipulated three years' period and therefore, had no occasion to seek any extension.

17. Learned Senior counsel has vehemently opposed the reliance by the appellants upon the documents brought on record by way of additional evidence. It is argued that in large infrastructure projects, routine renovations and developmental works are necessarily undertaken to keep facilities current and functional. To equate such on-going improvements with 'incomplete construction', is stated to be an attempt to distort the actual facts. It is the further contention that the reference to any loan disbursements with a view to suggest pending construction, is untenable, as in pursuance to the normal industry practice, construction finance is structured to allow tranches of disbursement even after completion, with available periods deliberately extending beyond contractual deadlines. Any contrary inference is not only erroneous but reflects a fundamental misunderstanding of industry norms.

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

Discussion and analysis:

18. We have heard learned counsel for the parties and have gone through the material available on record with their able assistance. The original record of the appellant-authorities pertaining to the allotment in question, has also been perused.

19. Although various grounds were raised in the writ petition, however arguments before the Single Judge as well as before this Court, have been restricted on the following seminal issues, which require adjudication:

(i) Whether the condition regarding completion of construction within three years from date of allotment, has to read as three years from the date of sanction of building plans?

(ii) Whether the delay, if any, is attributable to the respondent-petitioner or to the appellant authorities?

(iii) Whether the demand for non-construction/extension fee stands vitiated on the ground of violation of principles of natural justice and being discriminatory?

20. Before delving upon the various arguments advanced, we deem it necessary to extract the relevant statutory provisions, for the facility of reference:

Punjab Regional and Town Planning and Development Act, 1995:

43. (1) xxx xxx xxx

(2) The transfer of land to any person under sub-section (1) shall be subject to such further conditions

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

as may be prescribed with regard to completion of buildings or parts thereof or with regard to extension of period for such completion and payment of fees for such extension.

xxx xxx xxx

44. (1) Where any person makes default in the payment of

(i) any rent due in respect of any lease of any land or building, or both, as the case may be, under section 43; or

(ii) any fees or contribution payable under this Act in respect of any land or building, or both, the Estate Officer may direct that in addition to the amount of arrears, a sum not exceeding that amount shall be recovered from the person by way of penalty :

Provided that no such direction shall be made unless the person affected thereby has been given a reasonable opportunity of being heard in the matter.

xxx xxx xxx

180.(1) The State Government may, by notification, make rules for carrying out the purposes of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely :

(a) to (h)

xxx xxx xxx

(i) the conditions regarding completion of buildings and extension of period and fees to be paid under sub-section (2) of section 43.

(j) to (zzg)

xxx xxx xxx

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

The Punjab Regional and Town Planning and Development (General) Rules, 1995

13. Time within which building is to be completed.–(1) The transferee shall complete the building as per the approved building plan within a period of three years from the date of possession of the land, failing which the Estate Officer may resume the land or building or both, as the case may be in accordance with the provisions of section 45 of the Act.

Provided that the Estate Officer may extend the period of three years, if he is satisfied that the building could not be completed by the transferee due to the reasons beyond the control of the transferee on payment of such fee, as is specified in the table given below.

Provided further that the period of extension shall not exceed 12 years, which shall be counted after the expiry of the period of three years from the date of possession of land"

xxx xxx xxx

Punjab Urban Planning and Development Authority (Building) Rules ,1996

10. Occupation Certificate.- (1) Every applicant on completion of the building works according to the building plan shall give notice of completion in Form 'B' and furnish the completion certificate in Form 'C' through his architect to the Competent Authority for issuing the occupation certificate.

(2) The Competent Authority shall within thirty days from the date of receipt of the application shall either issue the occupation certification or reject the application giving reasons for such rejection in Form 'D'.

xxx xxx xxx "

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

21. Since much emphasis has been laid upon the interpretation of certain clauses of the allotment letter, the same are extracted as under:

> *"4. POSSESSION AND OWNERSHIP:-*
>
> *(i) The possession of the site will be given within 90(ninety) days from the date of issue of allotment letter. In case the allottee fails to take possession of the site within the stipulated period. It shall be deemed to have been handed over on the due date. The allottee shall be allowed to undertake construction after the possession of site is given subject to the sanction of building plans by PUDA.*
>
> *(ii) to (iv) xxx xxx xxx*
>
> *5. CONSTRUCTION OF BUILDING:-*
>
> *(i) The allottee will have to complete the construction on the plot within three years from the date of issue of allotment letter after getting the proposed building plans approved by the Competent Authority of PUDA in accordance with the building byelaws and policy framed by Punjab Urban Planning Development Authority from time to time in this regard.*
>
> *(ii) Construction shall be carried out as per sanctioned building plan and as per the provisions of PUDA (Building) Rules, 1996 as amended from time to time.*
>
> *(iii) Any construction carried out in violation of sanctioned Building plan/Building Rules shall be dealt as per policy laid down in this regard from time to time.*
>
> *(iv) Before occupying the building allottee would be required to obtain completion certificate/occupation certificate from the Estate Officer, PUDA, Amritsar.*

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

xxx xxx xxx

7. EXTENSION FEE:-

(i) If the construction on the plot is not completed within the time extension in construction period would be granted subject to payment of extension fee as may be determined from time to time. However, extension in period of completion of building shall be subject to the satisfaction of the Estate Officer that the failure to complete the building without stipulated period was due to a cause beyond the control of allottee.

(ii)to (xxi) xxx xxx xxx

(xxii) Before occupying the building allottee would be required to obtain completion/occupation certificate from the Estate Officer, Amritsar.

(xxiii) to (xxvi) xxx xxx xxx

Issue No.(i)

22. The Act of 1995 was enacted, *inter alia* with the object of making provisions for better planning and regulation of development and use of land in planning areas delineated for that purpose. Sub-Section (2) of Section 43 makes the transfer of land subject to fulfillment of conditions that may be prescribed. Rule 13 of the 1995 Rules, mandates that the construction of the building is to be completed within a period of three years from the date of 'possession' of land, failing which the competent authority may resume the building or the land or both. The first proviso gives the discretion to the Estate Officer to extend the period of three years, rather than taking the extreme step of resumption of land/building, if it is satisfied that such non-completion was due to reasons beyond the control of the transferee. However, the extension can

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

only be granted subject to payment of the extension fee as specified in the Table.

23. Chapter II of the Rules of 1996, pertains to the procedure for submission of Building Applications. Rule 3 lays down a restriction regarding erection or re-erection of a building without prior sanction from the competent authority. Rule 5 enlists the various documents that are required to be appended with an application for sanction on the prescribed form 'A'. The applicant is under an obligation to submit such additional information, as may be required by the competent authority, as per sub-rule 2 thereof. Rules 6 and 7 pertain to site plans and building plans, respectively. The heading of Rule 10, as extracted herein above, refers to Occupation Certificate, however, as would be clear hereinafter, it has relevance regarding ascertaining the date of completion of construction.

24. Having examined the relevant provisions of the Act, the Rules of 1995 and 1996, and the clauses of the allotment letter, we are of the considered opinion that the period of three years as referred to in clause 5 (i) of the allotment letter, has to be counted from the date of handing over of possession of land, as the said clause would have to be read in harmony with Rule 13 of the 1995 rules. However, whether the period is to be reckoned from the date of sanction of building plans, is the real bone of contention between the parties. We find that there has been no adjudication regarding this core issue, by the learned Single Judge. The sheet anchor of the argument of the respondent-petitioner in this regard is that clause 5 (i) has to be read in conjunction with sub clause

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

(ii) thereof, and it would necessarily mean that no construction could have been carried out without getting the building plans sanctioned and therefore the period of three years would start running from the date of grant of such sanction.

25. We are unable to accept the argument of the respondent-petitioner for the simple reason that a plain reading of the allotment letter would show that the onus of completing the construction on the plot within the stipulated period, after getting the building plans approved, lies upon the allottee. The mere fact that the allottee is obligated to raise construction after getting the building plans sanctioned, cannot *ipso facto* lead to a conclusion that the three-year period has to commence from such date. Such an interpretation finds no support in the language of the allotment letter or the statutory provisions. The respondent-petitioner was very much aware at the time of accepting the offer of allotment, that it is supposed to complete the construction within the stipulated time, after getting sanction from the competent authority and getting the building plans approved. Any other interpretation would not only render the condition of the allotment letter under clause 5(i) otiose and nugatory, the same would also run contrary to the overall statutory scheme. We say this as there is no time period prescribed for getting the site-plan and building plan sanctioned, and the allottee cannot be permitted to get the plans sanctioned at its whims and delay the project, defeating the very purpose of allotment and planned development. For any delay beyond the control of the allottee, provision is there for grant of extension, subject to payment of extension fee. Power to levy such fee is not in

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

question before us. Although one of the exceptional circumstances, where a Court may intervene, in exercise of its powers under Article 226 of the Constitution of India, would be when the petitioner is able to demonstrate that there is deliberate or unreasonable delay in sanction of the plans and approvals by the authorities, and levy of extension fee would therefore be arbitrary, and would tantamount to unjust enrichment. This aspect of the matter, would be considered while deciding issue no. (ii). As regards the question regarding commencement of the three-year period, we hold that the same would have to be counted from the date of handing over of the possession of land to the respondent-petitioner and not from the date of sanction of building plans. Issue No. (i) is answered accordingly.

Issue No.(ii)

26. The respondent-petitioner has raised a three-fold argument regarding the aspect of delay in construction, as noticed above. Firstly, that there is no delay, since intimation regarding completion of construction was given to the authorities vide letter dated 22.12.2011 (Annexure P-5), much before the due date for completion in August, 2013, taking the period of commencement from August, 2010, when final approval of plans was accorded sanction. Secondly, that the requirement of occupancy certificate under Rule 10 of the 1996 Rules is different from completion, and lastly, that the delay, if any, was on the part of the authorities in sanctioning the plans. We find the said arguments to be wholly misconceived and fallacious. The period of three years was to expire in April 2012, counting the same from the date of handing over

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

possession and not from the date of sanction of building plans, as held above. The letter dated 22.12.2011 was not accompanied with the required certificates from the Architect/Engineer and Plumber, or any other materiel evidencing completion of the construction of the building. The said documents were submitted for the first time with the formal application in 'Form B' on 07.08.2012. It is in this context that Rule 10 of the 1996 Rules, gains significance, which is divided in two parts. The first part deals with the requirement of giving 'Notice' of completion on Form B, which is to be accompanied with the certificate of completion from the Architect on 'Form C' and other documents. The second part deals with issuance or rejection of occupation certificate on 'Form D'. There is no quarrel with the proposition that the date of completion can be different from the date on which Form B is submitted. However, date of completion cannot be ascertained merely by making a bald assertion, that the construction is complete, without there being any accompanying proof. The first part of Rule 10 therefore necessitates notice of completion on Form B, alongwith certificate of completion from Architect, certificate from plumber and other necessary documents. Undisputedly, such documents were submitted for the first time on 07.08.2012, after the expiry of the three-year period in April, 2012. Even if the documents placed on record as additional evidence, were to be ignored, the correspondence and documents available on record would show that the construction was not complete till September 2012. The fact that the authorities did not give reasons for rejecting the application for Occupation Certificate on Form D, is of no consequence, since

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

various communications, including letter dated 28.8.2012, had been addressed to the respondent-petitioner, intimating that development works be completed, so that occupation certificate can be issued. It may be noticed, that the respondent-petitioner had submitted revised building plans for approval in August, 2012, almost nine months after the alleged completion of the construction, which can only lead to the inescapable conclusion that the period of completion cannot be linked with the sanction of building plans.

27. The allegations that authorities delayed the sanction of the building plans, is not borne out from the record. On the contrary, the documents placed on record by the respondent-petitioner itself, would show that the authorities responded with reasonable promptitude and even accommodated the respondent-petitioner, by granting partial approval for basement and ground floor, till the required NOC from the AAI, was granted. Interestingly, in none of the communications and representations made by the respondent-petitioner, any accusation has been made regarding delay on the part of the authorities, which clearly shows that the same is an afterthought.Under such circumstances, the appellants cannot be held responsible for any delay, and issue no. (ii) is decided in their favour and against the respondent-petitioner.

Issue no. (iii)

28. Adverting to the arguments regarding the demand of extension fee being vitiated on the ground of alleged breach of natural justice and discrimination, we find the same to be bereft of any merit. Reliance upon the proviso to Section 44 of the Act, is wholly misplaced

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

as perusal thereof would show, that opportunity of hearing is necessitated before imposition of a 'penalty' due to non-payment of any rent or fee and ordering recovery of arrears of such dues alongwith penalty. There is no provision for mandatory opportunity of hearing before imposition of non-construction/extension fee. Record further reveals that the respondent-petitioner, submitted various letters and detailed representations, highlighting its grievances. The authorities duly considered the same and maintained the demand.

29. Even otherwise, it is well settled that non-compliance with principles of natural justice must be shown to have caused actual prejudice. The respondent petitioner was fully aware of the basis of the demand, had ample opportunity to contest it, such opportunity was duly availed and yet failed to show any substantial ground warranting withdrawal of the demand of extension fee. No prejudice, therefore can be said to have been caused from alleged procedural short coming, especially at this stage, when the respondent-petitioner has availed the opportunity of bringing on record all possible material in furtherance of its stand, and has been heard both before the Writ Court as well as in the present Appellate proceedings.

30. As regards the plea of discrimination, *viz-a-viz* grant of two years of extension to Bharti Realty Mall, without charging any extension fee, we are of the view that such argument cannot be countenanced. From a perusal of the information supplied under the Right to Information Act, as regards the decision taken by the Empowered Committee for extension of time in the case of Bharti Mall, what

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side

emanates is that the same was a relaxation, given under certain peculiar facts and circumstances. The respondent-petitioner has failed to demonstrate the specific circumstances under which such relaxation was granted, before seeking parity.

31. Be that as it may, even if it were to be assumed that the Empowered Committee granted a benefit to some other entity, such benefit cannot be claimed as a matter of right by the respondent-petitioner, unless it is shown that there is any provision under law for waiving of such extension fee. It is well settled that benefit conferred without any legal basis, cannot be perpetuated on the ground of parity. We are therefore of the considered opinion that the impugned notices could not have been quashed merely on the ground of alleged non-adherence to the principles of natural justice and discrimination. Issue no. (iii) stands answered accordingly.

32. For the reasons stated above, the instant appeal is allowed and the impugned judgment and order passed by the learned Single Judge is set aside. The writ petition stands dismissed with no order as to costs.

33. Pending application (s), if any, shall also stands disposed of accordingly.

(ASHWANI KUMAR MISHRA) (ROHIT KAPOOR)
JUDGE JUDGE
11th May, 2026
'raj/dinesh'

Whether speaking/reasoned: Yes No
Whether Reportable: Yes No

DINESH KUMAR
2026.05.18 17:31
I am the author of this
document
at the bottom of left side