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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

1. CR-4723-2025 (O&M)
Date of decision: 05.05.2026

Haryana Shehri Vikas Pradhikaran and another ...Petitioners

Versus

Krishan Kumar ...Respondent

2. CR-9696-2025 (O&M)
Date of decision: 05.05.2026

Haryana Urban Development Authority and another ...Petitioners

Versus

Krishan Kumar ...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Deepak Sabherwal, Advocate for the petitioners.
(In CR-9696-2025)

Mr. Arvind Seth, Advocate for the petitioners.
(In CR-4723-2025)

Mr. Bhuwan Vats, Advocate for the respondent with
Mr. Krishan Kumar, respondent in person.
(In both the petitions)

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VIKAS BAHL, J. (ORAL)

1. This order will dispose of two civil revisions i.e., CR-4723-2025 and CR-9696-2025. Both the civil revisions have been filed by Haryana Shehri Vikas Pradhikaran through its Chief Administrator (earlier known as Haryana Urban Development Authority). In the present case, the petitioners are the Judgment Debtors and the respondent is plaintiff/decree holder.

2. Challenge in CR-4723-2025 filed under Article 227 of the Constitution of India is to the orders dated 07.07.2025 (Annexures P-9 and P-10) passed by the Additional Civil Judge (Senior Division), Kurukshetra in the execution proceedings. Challenge in CR-9696-2025 is to the order dated 20.11.2025 (Annexure P-19) passed by the same very Court also in the execution proceedings.

3. On 20.08.2025, this Court had passed the following order in CR-4723-2025:-

> *"Present: Mr.Arvind Seth, Advocate for the petitioners.*
> *Mr.Bhuvan Vats, Advocate (through V.C.)*
> *for the respondent and the respondent in person.*
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> *Learned counsel for the petitioners has placed on record the allotment letter dated 14.08.2025, which is taken on record as "Mark A". A perusal of the allotment letter would show that the petitioners have allotted a plot no.1612A measuring 426 square meter at the rate of Rs.15,377/- per square meter for total tentative price of the said plot of Rs.65,50,602/- to the respondent. It is submitted that the said allotment letter has been issued subject to the decision in the present revision petition. It is further submitted that as per the case of the petitioners, the said allotment has been made at the rate on which the outsees were being allotted plots in the year 2004.*
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> *Learned counsel for the respondent prays for an adjournment to get instructions in the matter.*
>
> *Adjourned to 22.08.2025.*
>
> *August 20, 2025"*

4. Dispute presently pertains to two issues. First issue is with respect to the fact that as to whether Clause No.26 of the Allotment Letter

dated 14.08.2025 is sustainable or not. The said clause is reproduced hereinbelow:-

> *"26. The plot shall not be allowed to be sold/transfer for a period of five years from the date of issue of allotment letter."*

5. Second issue which survives is as to whether the petitioners are entitled to charge interest at the rate of 11% per annum on the price of the year 2004 or the said rate of interest should be 5.5% per annum.

6. It is not in dispute that the tentative price of Rs.65,50,602/- has been calculated on the basis of interest at the rate of 11% per annum.

DETERMINATION ON THE FIRST ISSUE:-

7. With respect to the first issue, learned counsel for the petitioners has submitted that the Hon'ble Supreme Court in the case of ***Estate Officer, Haryana Urban Development Authority and others Vs. Nirmala Devi,*** reported as ***2025 INSC 843***, was pleased to observe that a condition should be imposed at the time of allotment that the allottee should not be entitled to transfer the plot to any third party without the permission of competent authority and in any case not within five years from the date of allotment. It is submitted on behalf of the petitioners that the said clause is in consonance with the direction given by the Hon'ble Supreme Court.

8. Learned counsel for the respondent has submitted that the respondent has been pursuing the case since the year 2008 and has submitted that in view of the judgment of the Hon'ble Supreme Court, the respondent has no objection in case the said condition is imposed. A fair stand taken on behalf of the respondent, therefore, resolves the first issue.

DETERMINATION ON THE SECOND ISSUE:-

9. With respect to the second issue, learned counsel for the petitioners has submitted that the Full Bench of this Court in case of ***Rajiv Manchanda and others Vs. Haryana Urban Development Authority and another and other connected matters,*** reported as ***2018(2) PLR 422*** had observed that the reasonable interest is to be paid by the Oustees/allottees even in case the authority is at fault. It is submitted that in pursuance of the said judgment of the Full Bench, the petitioners had taken a conscious decision to charge interest at the rate of 11% per annum, which as per the petitioners, was a reasonable rate of interest.

10. Learned counsel for the respondent, on the other hand, has referred to the ***judgment dated 22.12.2025*** passed by the Division Bench of this Court in ***CWP-16389-2025 titled as Ram Lal Mahendru Vs. State of Haryana and others and other bunch matters*** to state that the Division Bench of this Court, after taking into consideration the law laid down by the Full Bench of this Court in the case of ***Rajiv Manchanda and others*** (Supra), had observed as under:-

> *"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:-*
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> > *(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."

11. It is highlighted that the term "reasonable interest" has been interpreted to be interest at the rate of 5.5% per annum instead of 11% per annum and thus, as per law which prevails today, the petitioners, at best could charge interest at the rate of 5.5% per annum and the respondent is ready to pay the said interest of 5.5% per annum.

12. Learned counsel for the petitioners, on the other hand, has submitted that the petitioners have challenged the said judgment of the Division Bench of this Court before the Hon'ble Supreme Court by instituting a Special Leave Petition which carries Diary No.17924 of 2026 and the said matter is yet to be listed and has submitted that the rights of the parties be made subject to the decision of the said SLP.

13. During the course of hearing, a fair stand has been taken and keeping in view the abovesaid background and fair stand taken on behalf of

the petitioners as well as the respondent and on the basis of consensus, the present revision petitions are disposed of with the following observations/directions:-

i) Fresh allotment letter would be issued by the petitioners to the respondent after calculating tentative price by calculating interest component in the same at the rate of 5.5% per annum instead of 11% per annum. The said allotment letter would be issued to the respondent within a period of four weeks from today. The said allotment letter would carry the condition that interest component is being charged at the rate of 5.5% per annum subject to the decision of the Hon'ble Supreme Court in the abovesaid SLP filed vide Diary No.17924 of 2026.

ii) Both the parties would be bound by the judgment passed by the Hon'ble Supreme Court in the said case.

iii) It would be open to the petitioners to incorporate a clause similar to clause 26.

iv) It has been jointly stated that all the execution proceedings stand settled by virtue of the present order and in case any such proceedings are pending, then, the same would be disposed of by moving a joint application before the Executing Court.

14. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

05.05.2026 **(VIKAS BAHL)**
Pawan **JUDGE**

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