
(2009) 07 SC CK 0105

In the Supreme Court Of India

Case No : Review Petition No. 1006 of 2008 in Special Leave Petition (Civil) No. 20155 of 2006 and Review Petition No.1018 of 2008 in Special Leave Petition (Civil) No. 16893 of 2006

Haryana State Industrial Development Corporation

APPELLANT

Vs

Veena Sharma and Others
Haryana State Industrial
Development Corporation and Another Vs Sunita Industries

RESPONDENT

Date of Decision : 16-07-2009

Acts Referred:

Citation : (2009) 14 JT 427 : (2009) 17 SCC 482 : (2009) 10 SCR 1115

Hon'ble Judges : V. S. Sirpurkar, J;S. B. Sinha, J

Bench : Division Bench

Advocate : A. Sharan, ASG, Ravindra Bana, Puneet Bali, Prabhjeet Jauhar, Hittan Nehra, S.S. Jauhar, S. K. Mishra, S. K. Verma, Ashutosh, Kavita Wadia, Pawan S. Bindra, Varuna Bhandari Gugnani, Rameshwar Prasad Goyal, Subramonium Prasad, Praveen Agrawal and Ajay Pal, for the Appellant;

Final Decision : Allowed

Judgement

S.B. Sinha, J.—These applications have been filed by the Haryana State Industrial Development Corporation for review of judgments and orders dated 19.2.2008 and 20.2.2008.

2. In effect and substance, these review applications are confined to interpretation of one of the directions issued by this Court relying on or on the basis of the statements made by Mr. Sharan, learned Senior Counsel at the time of hearing.

3. We may notice the same:

In all these cases, it is difficult to uphold the order of the High Court. But a general offer was made by the learned Additional Solicitor General that those who intend to obtain reallotment of plot may do so on payment of the price as per the current rate as on the date of the order of the High Court.

Before us, several allottees had categorically made a statement that they are ready and willing to pay the prevailing price as fixed by the appellant-Corporation. Keeping in view the facts and circumstances of this cases, we are of the opinion that in the event, respondents offer the prevailing price as on the date of judgment of the High Court, the plot, in question, shall stand re-allotted and should be subject to the same terms and conditions. Such reallocation may be made even in cases where we have found the order of the High Court to be unsustainable.

Respondents shall deposit the amount within six weeks from date. Appellant shall hand over the possession of the plot, in question, within four weeks thereafter. The highest executive of Appellant - Corporation shall see to it that the order of this Court is complied with. It is, however, made clear that in the event of failure on the part of the respondents concerned in making payment in terms of this order, it would be open to the appellant to take recourse to such action as is permissible in law.

4. Mr. Sharan pointed out that the offer made by him on behalf of the Corporation was considered by this Court in its order dated 20 th February 2008 passed initially in SLP (C) No. 19522 of 2006, which reads as under:

SLP (C) 19522/2006

Another submission was made by Mr. P.S. Patwalia, learned senior counsel appearing on behalf of the respondent that his client is ready and willing to accept the offer of the petitioner that fresh letter of allotment may be issued at the prevailing rate as on the date of the passing of the judgment of the High Court i.e. Rs. 12,500/- per sq. meter which having been accepted by Mr. A. Sharan, learned Additional Solicitor General appearing on behalf of the petitioner, we direct that the SLP be disposed of on the afore-mentioned terms.

It is accepted at the Bar that consequent upon issuance of fresh letter allotment, the respondent would be getting three years time to complete the construction project and commence the production of goods within a period of five years. He will furthermore be liable to pay all the dues within the aforementioned period subject to all adjustments of payments made by him in favour of the petitioner.

It is stated by Mr. A. Sharan, learned ASG that the possession shall be handed over on 17.3.2008

5. It was pointed out that in terms of the letter of allotment, the period for extension of implementation of the project is hedged by certain conditions, which are as under:

The period for implementation of the project can be extended by HSIDC for a period of one year subject to the allottee having completed construction equivalent to 20% of Permissible Covered Area (PCA) in case of plot size is upto one acre and 10% of PCA in case plot size is more than one acre. Further, the allottee will satisfy the Corporation that he could not go into production within

three years from the date of offer of possession for reasons beyond his control and he took effective steps for implementation of the project.

Second extension of one year for completion of project i.e. after four years from the offer of possession will be granted only in exceptional circumstances with the approval of Board of Directors of HSIDC.

6. Mr. A. Sharan, learned Senior Counsel appearing on behalf of the review petitioners would urge that the judgment of this Court may be reviewed so as to clarify the conditions for extension.

7. The learned Counsel appearing on behalf of the respondents have no objection to such clarifications being made.

8. We, therefore, in modification of our orders dated 19th February, 2008 and 20th February 2008 direct that the extension of the period shall be governed by the terms and conditions mentioned in their respective letters of allotment and as noticed hereinbefore.

9. These Review Petitions are allowed. No costs.