
(1989) 03 P&H CK 0119
In the Punjab And Haryana At Chandigarh
Case No : C.W.P. No. 515 of 1986

M.S. Dutta and others

APPELLANT

Vs

State of Haryana and others

RESPONDENT

Date of Decision : 10-03-1989

Acts Referred:

Citation : (1989) 2 ILR (P&H) 292 : (1989) 95 PLR 524

Hon'ble Judges : Veeraswami Ramaswami, J;G.R. Majithia, J

Bench : Division Bench

Advocate : K.P. Bhandari and Mr. Ravi Kapur, for the Appellant; V.K. Vashishta, for Huda and Mr. B.S. Malik, Addl. A.G. Haryana, for state, for the Respondent

Final Decision : Dismissed

Judgement

G.R. Majithia, J.—The writ Petitioners have called in question the order of Respondent No. 3 dated January 9, 1986 whereby Petitioner No. 3 was directed to deposit a sum of Rs. 5,325/-towards the additional price of the plot which stood allotted to him on February 15, 1974. The additional price was demanded on the ground that Clause 11 of the conveyance deed provided that price of the plot is subject to variation with reference to enhancement of compensation of acquisition cost of land by the Court or otherwise. The compensation of the land acquired was enhanced by District/High Court and the same was deposited by Respondent No. 2. The additional cost including the expenditure incurred in connection with the litigation works out @ Rs. 21.30 per square yard and the total amount payable comes to Rs. 5,325/-. Learned Counsel for the Petitioners raised the following submissions at the time of argument:-

(i) that the Petitioners should have been given opportunity of hearing by Respondent No 3 before working out the enhanced price of the plot;

(ii) that the expenditure incurred in connection with litigation by Respondent No. 2 cannot be recovered from the allottees.

2. In support of his submissions, the learned Counsel relied upon Charanjit Bajaj

v. State of Haryana and Ors. and Shiv Charan Lal Aggarwal and Ors. v. Haryana Urban Development Authority and Ors.

3. Clause 7 of the allotment order reads as under:-

The above price of the plot is tentative to the extent that any enhancement in the "cost" of land awarded by the competent authority under the Land Acquisition Act shall also be payable proportionately as determined by the Authority. The amount determined shall be paid within thirty days of its demand.

The allottee accepted the allotment of the plot subject to the terms and conditions mentioned in the allotment letter. The allottee is not only liable to pay the additional enhanced price of the land but also the costs of acquisition which includes solarium, interest and legal expenditure incurred by Respondent No. 2 in defending acquisition and the Award of the Land Acquisition Collector at all the stages mentioned in the Land Acquisition Act. There is no requirement in law that the allottee has to be associated in determining the additional price recoverable from it. Of course, if the allottee disputes the calculation made by the Estate Officer, he or she can move the authorities for inspection of the record to ascertain how the additional price was worked out and if any discrepancy is found, it could be brought to the notice of the Estate Officer who will rectify all genuine mistakes but the allottee cannot insist that before assessing the enhanced price an opportunity of hearing ought to be afforded to him because this requirement neither flows from the statute nor on the ground of equity because the matter is purely of calculation of the additional price as per judgment rendered by the Reference Court, High Court or the Supreme Court, as the case may be. Both the judgments referred to by the learned Counsel do not advance his case. This Court has upheld the right of Respondent No. 2 to revise the additional price of plot on the basis of enhancement of compensation. The right of Respondent No. 2 to claim interest on the amount deposited by it was not accepted by the Bench. This situation has not arisen in the instant case nor any such allegation has been made in the petition either.

4. In Shiv Charan Lal Aggarwal's case (supra) the Single Bench followed the Division Bench authority in Charanjit Bajaj's case (supra) and held that Haryana Urban Development Authority was not entitled to demand interest from the date of deposit of initial compensation till the date of issuance of notice. This judgment has also no relevancy to the facts of the instant case.

5. For the foregoing reasons, this writ petition is dismissed. However, there is no order as to costs.

Sd/- V. Ramaswami, C. J.