
(2008) 12 P&H CK 0123
In the Punjab And Haryana At Chandigarh
Case No : Civil Writ Petition No. 5851 of 2007

Rajpal Kahtri

APPELLANT

Vs

State of Haryana and Others

RESPONDENT

Date of Decision : 11-12-2008

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2010) 1 RCR(Civil) 813

Hon'ble Judges : Jora Singh, J and M.M.Kumar, J

Advocate : Mr. Rajat Rathee, Advocate. Mr. Ashish Kapoor, Addl. AG Haryana.,
Advocates for appearing Parties

Judgement

M.M.Kumar, J.

1 The prayer made in the instant petition filed under Article 226 of the Constitution is for quashing the decision of respondent No. 1 confirming the resumption of plot by the Haryana State Industrial Development Corporation (for brevity "The Corporation") conveyed vide memo dated 13.2.2007 (Annexure P.9). A further prayer has also been made for issuance of direction to respondent Nos. 1 to 4 to offer physical possession to him after fulfilling all basic requirements and after accepting the amount due. A further prayer for issuance of direction to the respondents has been made to handover the possession of Plot No. 257, in Sector/Block/Phase V (Rai) in Industrial Estate Kundli.

2 Brief facts of the case are that on 21.12.2000 the petitioner applied for a industrial plot measuring 450 sq. by offering requisite price in an instant allotment camp held at Delhi between 21.12.2000 to 24.12.2000. On 27.2.2001 the respondents requested the petitioner to submit his latest audited balance sheet which were supplied by him on 12.3.2001. Accordingly on 23.4.2001. (Annexure P. 1) the petitioner received regular letter of allotment. On 19.5.2001, the petitioner submitted acceptance of regular letter of allotment with demand draft of Rs. 49,688/ which was the balance payment to make it 25 percent of the total cost. On 1.1.2002, the petitioner received a letter offering him phvsipal

possession w.e.f. 10.1.2002. He was also asked to pay five regular instalments of Rs. 70,313/ with interest @ 18 percent as per schedule of principal and interest amount. He deposited first, second, third and fourth instalments amounting to Rs. 1,01,841/, 95,833/ and Rs. 83074/ on 4.7.2002, 10.1.2003, 10.7.2003 and 10.1.2004. As there was reduction in rate of interest from 18 percent to 11 percent, therefore on 1.7.2004, petitioner orally informed the respondent that there was no necessity of depositing the fifth instalments. However, On 28.7.2005 (Annexure P.2), the petitioner received show cause notice in respect of payment of balance amount which was duly replied by the petitioner on 13.8.2005 (Annexure P.3). On 8.9.2005. (Annexure P.4) he received a letter affording him an opportunity of personal hearing by the Managing Director of the Corporation on 19.9.2005. He accordingly appeared and explained all the reasons for non implementation of the project. On 7.11.2005 (Annexure P.5), the petitioner received a letter of resumption of plot. The refund amount was also sent by the respondents through cheque dated 23.12.2005. On 3.1.2006 (Annexure P.6) alongwith resumption letter. Petitioner preferred an appeal before the Commissioner Industries, Haryana on 27.4.2006. On 28.2.2007, petitioner received a letter dated 20.2.2007 (Annexure P.8) from the Senior Manager, HSIDC regarding consideration of his appeal by the appellate authority. The appellate authority dismissed the appeal vide order dated 13.2.2007 (Annexure P.9) which is subject matter of challenge in the instant petition. The order is self explanatory which read thus :

"The Committee after considering the facts of the case observed that the plot in dispute was allotted to the allottee on 23.4.2001 and the physical possession of the plot was offered w.e.f. 10.1.2002. As per the terms and conditions of the allotment, the allottee was allowed a maximum period of two years i.e. upto 9.1.2004, which also includes an extension of one year, for start of construction of building on the plot as per approved building and the project was to be implemented within a period of three years. Since the allottee had not taken over the physical possession of the plot and did not start construction within the available period and also failed to implement the project and had violated the terms and conditions of the allotment/agreement, therefore, the Corporation after issuance of show cause notice to the allottee on 28.7.2005 and also after affording an opportunity of personal hearing, resumed the plot on 3.1.2006. The committee also noted that the plot was lying vacant even at the end of three years. At the time of personal hearing before the corporation, the allottee had contended that the project could not be implemented due to his illness. Accordingly, after going through the facts of the case and the terms and conditions of the agreement/provisions of policy, the committee observed that the Corporation has rightly resumed the plot on account of violations of the terms and conditions of the allotment and as such decided to dismiss the appeal, being devoid of any merit. The Committee also decided that since the present appeal is barred by limitation, therefore, the same is also not maintainable."

3 The stand taken by the respondents in the written statement is that as per the

terms and conditions of allotment, the petitioner was required to set up the unit within three years from the date of offer of possession i.e. upto 9.1.2005 and to start the construction within a maximum available period of two years i.e. upto 9.1.2004 failing which the plot in question was liable possession of the plot within the stipulated period and also defaulted in to be resumed. However, the petitioner even did not take physical possession of the plot within the stipulated period and also defaulted in making complete payment of balance 75 percent of the plot. It is stated that the plot in question has been resumed as per the terms of conditions of allotment.

4 We have heard learned counsel for the parties at a considerable length and are of the view that the instant petition lacks merit and is thus liable to be dismissed. The respondent State in the wake of its policy to industrialise the State has allotted an industrial plot to the petitioner in the Industrial Estate Kundli to set up the industrial project of manufacturing steel furniture subject to various terms and conditions. According to clause 26 of the Regular Letter of Allotment (Annexure P.1) the Corporation was entitled to resume plots in case an allottee commits default in complying with the terms and conditions of the allotment and refund the principal amount after deducting 10 percent of the price. The petitioner has failed, to even take physical possession of the plot and therefore did not start construction. There is no question of commencement of production by implementing the project. For starting of construction maximum period with extension was two years which expired on 9.1.2003. Various conditions of Regular Letter of Allotment (Annexure P. 1) have been violated. The petitioner appears to have only one object to grab the plot without anything further which would thwart the basic object of industrialising the state. We find no merit in the petition warranting its admission and the same is accordingly dismissed. Petition dismissed.