

**(1992) 11 P&H CK 0004**  
**In the Punjab And Haryana At Chandigarh**  
**Case No : Civil Writ Petition No. 6402 of 1991**

Satnam Singh

APPELLANT

Vs

The Haryana Urban Development Authority and Another

RESPONDENT

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**Date of Decision :** 17-11-1992

**Acts Referred:**

Constitution of India, 1950 — Article 226, 227

**Citation :** (1993) 103 PLR 374

**Hon'ble Judges :** G.C. Garg, J

**Bench :** Single Bench

**Advocate :** K.L. Arora and R.K. Gautam, for the Appellant; S.C. Mohunta and Ashutosh Mohunta, for the Respondent

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## Judgement

G.C. Garg, J.—This order will dispose of Civil Writ Petition Nos. 4843, 6058, 6311, 6402, 6403 and 17411 of 1991, the question of law and facts involved therein being common. For purpose of disposal, however, the facts have been taken from CWP 6402 of 1991.

2. An industrial plot bearing No. 50 in Sector 25, Panipat was allotted to the petitioner vide allotment letter dated September 28, 1983, Annexure P-1. Clause 7 of the allotment letter provides that the possession of the site will be offered to the allottees on completion of the development works in the area. Clause 18 thereof, stipulates that the allottees will have to complete the construction on the site within two years of the date of offer of possession after getting the plans of the proposed building approved from the competent authority in accordance with the regulations governing the erection of buildings. This clause further stipulates that this time limit is extendable by the Estate Officer concerned if he is satisfied that the non-construction of the building was due to reason beyond the control of the allottee.

3. Admittedly, the possession of the plot was offered to the petitioner in February, 1985 and as per the stipulation contained in the allotment letter, he was required to complete construction at the site within two years therefrom. But

he did not raise construction within the stipulated time or the time extended by the authorities. The petitioner was, therefore, vide letter dated December 1, 1990. Annexure P-5 issued in terms of the revised policy decision in regard to charging of extension fee in those cases where the construction had not taken place during the stipulated period, asked to pay extension fee of Rest. 15750/- for the year" 1990. within 30 days from the date of the letter, failing which the resumption proceeding of the plot would follow. It is this letter, Annexure P 5 that has been sought to be quashed on the ground that the offer of possession by the Haryana Urban Development Authorities was merely a paper transaction as in fact, till the day the possession of the Act was offered, the development works which included water supply, sewerage facilities, storm water drainage facilities, roads and street lightning had not been completed. The respondents controverted the allegations made in the writ petition by filing a written statement.

4. Learned counsel for the petitioner, vehemently contended that in the absence of completion of development works which constitute the basic amenities of the present time i e. water supply, sewerage, roads and electricity, it was not possible for the petitioner to start construction at the site. He went on to contend that whatever development works have been carried out as yet, the same are in a bad shape and in such a situation, the modern construction could not be raised.

5. A reference to the written statement filed on behalf of the respondents would show that the possession of the plot was offered to the petitioner on February 20, 1985, vide letter Annexure P-2 after completion of development works. It is, however, clearly admitted therein that electrification in the area had not been done which, of course, is a part of the development works. Learned counsel appearing on behalf of the respondents tried to contend that electrification is not a part of the development works, "but ultimately conceded that the provision of street lights is one of the basic amenities and a part of the development works which the respondents-authorities are duty bound to make.

6. In the face of the above situation, there can be no manner of doubt that in the absence of electricity, it is not possible to raise modern construction especially when the site is about 3 Kms away from the town and engulfed with darkness at night. This apart, the respondents have included the costs to be incurred on the development works in the costs of the plot which the petitioner is liable to pay in Jump sum or in six instalments along with interest. As noticed earlier, the plot was allotted to the petitioner on September, 28, 1983 and the possession thereof was offered to him on February 20, 1985. The petitioner is thus, liable to pay interest not only on the cost of the plot but also on the amount of development charges which are included in the cost of the plot. Once it is conceded that the provision for electricity is an amenity and a part of the development works, which admittedly has not been provided by the respondents for no fault of the petitioner, the respondent-authorities cannot blame the petitioner for not having completed the construction within the time allowed and start charging heavy

extension fee on that account. It is also not disputed that extension fee is charged per square meter for every year of default and the fee ranges to as high as Rs. 15/- per square meter as against the cost of the plot i. e. Rs. 65/- per square meter. In these circumstances, the respondents are not justified in making the demand for extension fee on that account. Letter dated December 1, 1990 Annexure P-5 asking the petitioner to pay extension fee, therefore, deserves to be quashed.

7. For the reasons stated above, these writ petitions succeed. Letter dated December 1, 1990 Annexure P-5 is quashed. The respondents are restrained from charging any extension fee from the petitioner till the time the development work in the shape of provision for electricity at the site is completed. In other words, the respondents may charge extension fee according to law after the amenity of electricity, a part of the development works is provided. Any extension fee, if already paid by the petitioner, shall be adjusted against any amount due to the respondents from the petitioner and in case the amount of extension fee is lying in excess, the same shall be refunded to the petitioner forthwith.

8. In Civil Writ Petition 6311 of 1991 the position is somewhat different as in that case, no development works in the shape of sewerage, water supply, storm water for drainage, roads and electrification in the area have been carried out. Even the possession of the plots has not been delivered to the petitioners. In this view of the matter and the reasons recorded above, the respondents cannot demand any extension fee from the petitioners till the possession of the plots is offered and development works including electrification are completed. All the writ petitions are thus, allowed in the terms indicated above. No costs.

9. Before parting with the judgment, I hope that the amenity of electricity in the area shall be provided as expeditiously as possible as to enable the allottees to raise construction at the site.