

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 124 OF 2024**

IN THE MATTER OF:

Sukhbir Singh

...Applicant

Versus

Union of India & Ors.

...Respondents

N.D.O.H – 18.09.2024

INDEX

S. NO	PARTICULARS	PAGE NO.
1.	Common Reply on behalf of the Respondent Nos. 7 to 13.	1-11
2.	<u>ANNEXURE R-1</u> A copy of the Allotment letter dated 21.05.2012 issued to Shri Devender Kumar Sachdeva.	12-13
3.	<u>ANNEXURE R-2</u> A copy of the Allotment letter dated 21.05.2012 issued to Shri Daya Chand.	14
4.	<u>ANNEXURE R-3</u> A copy of the Re-Allotment letter dated 29.06.2022 issued to Shri Satbir Singh Dangi.	15-18
5.	<u>ANNEXURE R-4</u> A copy of the Allotment letter dated 21.05.2012 issued to Shri Har Kishan Dalal.	19-22
6.	<u>ANNEXURE R-5</u> A copy of the Allotment letter dated 21.05.2012 issued to Shri Tarun.	23-26

7.	<u>ANNEXURE R-6</u> A copy of the Allotment letter dated 21.05.2012 issued to Shri Rupender Goyal.	27-30
8.	<u>ANNEXURE R-7</u> A copy of the Allotment letter dated 21.05.2012 issued to Shri Sachin Gahlawat.	31-34
9.	<u>ANNEXURE R-8</u> A copy of the Judgement dated 21.09.2023 passed by the High Court for the State of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 7064 of 2008.	35-39
10.	<u>ANNEXURE R-9</u> A copy of the Judgement dated 06.05.2024 passed by the High Court for the State of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 20329 of 2011.	40-44
11.	<u>ANNEXURE R-10</u> A copy of the Order dated 01.12.2023 passed by the Hon'ble Supreme Court in Special Leave Petition (Civil) No. 25243 of 2023.	45-46
12.	<u>ANNEXURE R-11</u> A copy of the Judgement dated 08.02.2024 passed by the High Court for the State of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 2835 of 2024.	47-48
13.	Proof of Service	49

Filed by


D. ABHINAV RAO*Advocate for the Respondent Nos. 7 to 13*

D-121, First Floor,

Defence Colony, New Delhi-110024

Contact: 9818144867, 011-46160505

Email: office.abhinavrao@gmail.com

New Delhi

Filed On: 14.09.2024

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 124 OF 2024**

BETWEEN

Sukhbir Singh

....Applicant

Versus

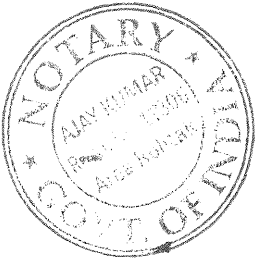
Union of India & Ors.

... Respondents

**COMMON REPLY ON BEHALF OF
RESPONDENT NOS. 7 TO 13**

I, Devender Kumar, S/o. Laxmi Narayan, aged about 52 years, R/o. House Number 920/7, Rajan Mohalla Rohtak, Haryana, do hereby state on solemn affirmation as under:

1. It is submitted at the outset, that the answering respondents deny and dispute all the averments, contentions and allegations raised in the instant Original Application (**OA**), except what has been specifically and expressly admitted to hereinafter. Any omission on the part of the answering respondents to deal with any specific averments, contentions or allegations of the Applicant may not be construed as an admission on the part of the answering Respondents.



PRELIMINARY SUBMISSIONS:

Brief Background

2. The present Original Application relates to land measuring about 7.5 acres situated at Killa no. 41/17/2, 8,13,18, 33//20/2 (1-13), 21(8-0), 40//1(7-11) 2, 411/9(8-0) and 41/12 (8-0) (totally admeasuring 60 kanals) and Killa

no.411/7/2,8,13,18,33//20/2(1-13),21(8-0), 40//1(7-11) 2, 41/19(8-0) and 41/12(8-0) (totally admeasuring 60 kanal) situated at Hanuman mandir road, opposite Pandit Lakhmi Chand State University of Performing and Visual Arts, sector 6, Rohtak, Haryana (**Subject Land**).

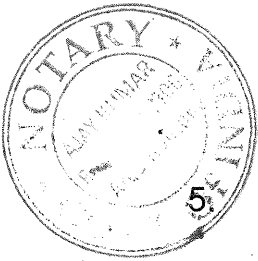
3. That the Government of Haryana *vide* Notification dated 01.01.2002 under section 4 of the Land Acquisition Act, 1984 (**the Act**) acquired the subject land for the development and utilization of land by the Haryana Shehari Vikas Pradhikaran (**HSVP**). Pursuant thereto, a Declaration dated 30.12.2002 was issued under section 6 of the Act. Subsequently, an Award dated 29.12.2004 was passed under section 11 of the Act and the said land stood vested with the HSVP free from all encumbrances.

Allotment of the land to the answering respondents

4. Thereafter, the HSVP demarcated plots in sector 6, Urban Estate, Rohtak, Haryana and invited applications for allotment of the plots on freehold basis. Several persons, including the answering respondents herein submitted their applications for the allotment of the plots.

That the answering respondents were found to be eligible for allotment of the plots in sector 6, Rohtak, and were accordingly issued allotment letters in the year 2012 and have therefore become owners of the plots in question.

A copy of the Allotment letter dated 21.05.2012 issued to Shri Devender Kumar Sachdeva is annexed herewith and marked as **Annexure R-1 [Page No....12.....to....13.....]**.



A copy of the Allotment letter dated 21.05.2012 issued to Shri Daya Chand is annexed herewith and marked as **Annexure R-2 [Page No.....14.....to.....]**.

A copy of the Re-Allotment letter dated 29.06.2022 issued to Shri Satbir Singh Dangi is annexed herewith and marked as **Annexure R-3 [Page No.....15.....to.....18.....]**.

A copy of the Allotment letter dated 21.05.2012 issued to Shri Har Kishan Dalal is annexed herewith and marked as **Annexure R-4 [Page No.....19.....to.....22.....]**.

A copy of the Allotment letter dated 21.05.2012 issued to Shri Tarun is annexed herewith and marked as **Annexure R-5 [Page No.....23.....to.....26.....]**.

A copy of the Allotment letter dated 21.05.2012 issued to Shri Rupender Goyal is annexed herewith and marked as **Annexure R-6 [Page No.....27.....to.....30.....]**.

A copy of the Allotment letter dated 21.05.2012 issued to Shri Sachin Gahlawat is annexed herewith and marked as **Annexure R-7 [Page No....31.....to.....34.....]**.

The land acquisition proceedings have been confirmed by the High Court and the Hon'ble Supreme Court

6. That pursuant to the land acquisition proceedings, the erstwhile landowners (including the Applicant herein), challenged the acquisition proceedings before the High Court for the State of Punjab and Haryana by way of Civil Writ Petition Nos. 7064 of 2008 and 20329 of 2011. The Writ Petitions were dismissed by the High Court *vide* judgements dated 21.09.2023 and 06.05.2024 respectively. Pertinently,



the answering Respondents herein / allottees were parties to the said Writ Petition(s).

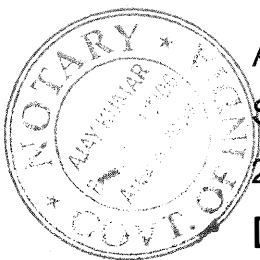
A copy of the Judgement dated 21.09.2023 passed by the High Court for the State of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 7064 of 2008 is annexed herewith and marked as **Annexure R-8 [Page No.35.....to.....39.....]**.

A copy of the Judgement dated 06.05.2024 passed by the High Court for the State of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 20329 of 2011 is annexed herewith and marked as **Annexure R-9 [Page No.....40.....to.....44.....]**.

7. That thereafter, the dismissal of C.W.P No. 7064 of 2008 *vide* judgement dated 21.09.2023 was challenged before the Hon'ble Supreme Court in Special Leave Petition (Civil) No. 25243 of 2023, which was also dismissed *vide* order dated 01.12.2023.

A copy of the Order dated 01.12.2023 passed by the Hon'ble Supreme Court in Special Leave Petition (Civil) No. 25243 of 2023 is annexed herewith and marked as **Annexure R-10 [Page No....45.....to.....46.....]**.

8. Therefore, both, the High Court of Punjab and Haryana and the Supreme Court of India have confirmed the land acquisition proceedings and the lands stood vested with the HSVP free of all encumbrances. Pertinently, the Land has now been allotted by the HSVP to the answering Respondents herein who are now absolute owners of the plots in question.



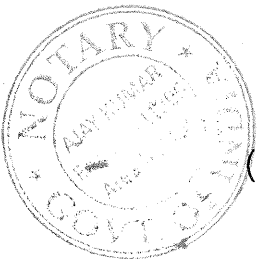
Present proceedings are completely mala-fide and an abuse of process

9. It is most respectfully submitted that the Applicant herein has filed the present proceedings with a mala-fide and oblique motive of alleged protection of trees in the Subject Land. It is pertinent to note that the said proceedings have been initiated after the Applicant was unsuccessful in challenging the land acquisition proceedings in both, the High Court and the Hon'ble Supreme Court. The details of the proceedings initiated by the Applicant *qua* the Subject Lands are as under:

(i) Pursuant to the publication of the notification for acquisition of the Subject Lands in the newspapers, the Applicant had raised its objections to the acquisition proceedings under Section 5-A of the Land Acquisition Act, 1894. The Objections of the Applicant were rejected by the Government vide a detailed order and the possession of the lands was handed over to the State Government.

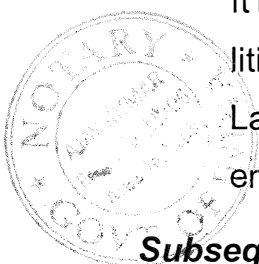
(ii) The Applicant has challenged the land acquisition proceedings on multiple occasions before the High Court as well as the Supreme Court as detailed out herein below:

a. Civil Writ Petition No. 19846 of 2004 filed by the Applicant was dismissed *vide* Order dated 06.10.2010. Against Order dated the Applicant preferred a Special Leave Petition No. 8113 of 2011 before the Supreme Court and the same was dismissed vide Order dard 04.04.2011.



- b. The Applicant herein again filed a Civil Writ Petition No. 20329 of 2011 before the High Court of Punjab and Haryana, again challenging the Land Acquisition proceedings qua the Subject Land and the same was again dismissed vide Order dated 06.05.2023.
- (iii) That the Applicant has also moved the representation dated 23.11.2023 before the zonal committee, Urban Estate Haryana, at Panchkula for seeking release of land falling in Khasra/ Killa No. 41/ 7/ 2 (3-8), 8 (8-0), 13(8-0), 18(8-0) measuring 27 K - 8M by resorting to the policy of the State Govt. dated 14.09.2018, on the ground that the HSVP cannot utilise the Land in question as it has become non-essential / unviable. The Zonal Administrator, HSVP - Additional Director, Urban Estate, Rohtak has dismissed the representation made by the petitioner with the detailed order dated 17.10.2023.

It is therefore submitted that the Applicant herein is a habitual litigant and has been filing frivolous cases *qua* the Subject Lands only to deny the Respondents herein their right to enjoy the plots allotted to them.



Subsequent Developments

10. That pursuant to the dismissal of the acquisition proceedings by the Supreme Court and the High Court, the allottees of the lands i.e., the answering Respondents herein filed Civil Writ Petition No. 2835 of 2024 for possession of the said plots / land in question. It is pertinent to mention here that

during the hearing in the CWP No. 2835 of 2024, the State Government / authorities including HSVP had given an undertaking that they will complete all the developmental works on the Subject Lands and thereafter, the possession of the lands in question will be handed over to the allottees / answering Respondents. In light of the said undertaking by the Respondent State, the CWP No. 2835 of 2024 was disposed of by the High Court of Punjab and Haryana. The relevant portion of the Order dated 08.02.2024 passed by the High Court for the State of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 2835 of 2024 is extracted herein below:

"Served with the advance copy of the petition, Mr. Deepak Sabherwal, Advocate, for the respondent-HSVP, is present in Court. He submits that physical possession of the allotted sites could not be delivered to the petitioners, owing to the acquisition proceedings, being under challenge before this Court in CWP-7064-2008 (Rajbir Singh Vs. State of Haryana and others) which was dismissed on 21.09.2023. And the Special Leave to Appeal (C) No. 25243/2023 preferred against the said order and judgment, has also been dismissed by the Supreme Court on 01.12.2023. Resultantly, the authorities have now taken a conscious decision to complete all the development works at site. Whereafter, possession of the plots/sites would be handed over to the petitioners/allottees, at the earliest, provided the pending dues, if any, are cleared. It is urged that as regards interest on the amount that was deposited by the petitioners, they would be entitled thereto, as per the applicable policy dated 30.5.2022.



Accordingly, learned counsel for the petitioners submits that nothing substantive survives in the petition and the same be disposed of, in terms of the statement made by learned counsel for the respondents.

In the wake of the above, the petition is disposed of, in terms of the statements made by learned counsel for the parties.

This Court is sanguine that the competent authority, as submitted by learned counsel for the respondents, shall make every possible endeavour to complete the process, and once the sites are viable for allotment, actual physical possession thereof would be delivered without any further delay."

A copy of the Judgement dated 08.02.2024 passed by the High Court for the State of Punjab and Haryana at Chandigarh in Civil Writ Petition No. 2835 of 2024 is annexed herewith and marked as **Annexure R-11 [Page No....47.....to....48.....]**.

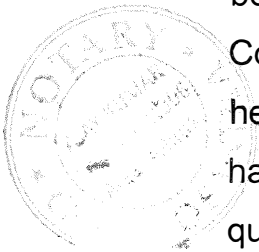
11. That in the meantime, it was brought to the notice of the answering Respondents that the present Original Application has been filed in respect of the subject land where the plots of the answering Respondents are situated, and this Hon'ble Tribunal has issued notice in the Application *vide* order dated 02.04.2024.
12. Accordingly, the answering respondents had filed IA No. 388 of 2024 in the present Original Application for impleadment as party respondents. This Hon'ble Tribunal was pleased to allow the said application *vide* Order dated 21.08.2024 and implead the answering respondents in the present OA.



PARAWISE REPLY

13. Paragraphs 1 to 3 do not warrant any response.
14. In reply to the contents of paragraph 4, it is submitted that:
 - a. It is denied that the State has meted differential treatment on the issue of protection and conservation of Trees located inside the Notified Areas / Protected Areas and outside the Notified Areas / Protected Areas.

- b. The contents of paragraphs 4(B) to 4(D) are erroneous and denied. It is submitted that the present application is mala-fide, misconceived and has been filed without any cause of action. Thus, no question of law arises in the present case. It is submitted that the Applicant having been unsuccessful before the High Court and the Supreme Court in challenging the land acquisition proceedings has now approached this Hon'ble Tribunal belatedly with a mala-fide intent and the same is a complete abuse of the process of law. It is submitted that the present OA deserves to be dismissed on this very ground.
15. The contents of paragraph 5 are denied. It is submitted that the since the present OA is entirely *mala-fide* and an abuse of process and therefore there is no ground to invoke the jurisdiction of this Hon'ble Tribunal.
16. The contents of paragraph 6 are denied to the extent the same are not matters of record. It is submitted that the Applicant herein is the erstwhile landowner who has unsuccessfully challenged the land acquisition proceedings before the Hon'ble High Court and the Hon'ble Supreme Court. After having been divested with the land, the Applicant herein has approached this Hon'ble Tribunal with unclean hands on the false pretext of protection of trees in the land in question. It is respectfully submitted that the present proceedings are obstructionist in nature and are initiated with a sole aim of stalling all development activities initiated by the HSVP. On this ground alone, the present application deserves to be dismissed *in limine*.



17. The contents of paragraph 7 and 8 do not warrant any response.
18. In response to the Grounds A, B, C, D and E it is submitted that the cases that have been relied upon by the Applicant have no connection or bearing to the present application. The present application is entirely mala-fide and deserves to be dismissed *in limine*.
19. In response to Ground F, G and H, it is submitted that Article 48A of the Constitution of India has no application to the facts of the present case. It is further submitted that the land in question was rightly acquired by the State of Haryana and the said acquisition proceedings have been confirmed by the High Court and the Supreme Court. The present petition is a veiled attempt by the erstwhile land-owners to stall all development activities in the land which has admittedly vested with the HSVP free of all encumbrances.
20. In response to grounds I, J and K it is submitted that there is no balance of convenience in favour of the Applicant herein and the present OA deserves to be dismissed as being mala-fide and a complete abuse of the process of law.



21.

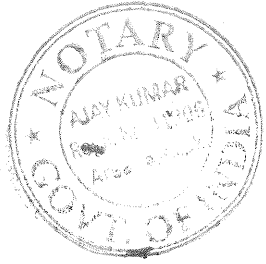
In light of the aforesaid submissions, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to dismiss the present Original Application.

A handwritten signature in black ink, appearing to be "Ajay Kumar".

DEPONENT

VERIFICATION

Verified at Rohtak onday of September 2024 that contents of my above counter affidavit are true and correct to my knowledge and belief and nothing material has been concealed therefrom.



[Handwritten signature]

DEPONENT

ACS
~~ATTESTED~~
13/9/24
AJAY KUMAR
Advocate
NOTARY PUBLIC
ROHTAK

ALLOTMENT LETTER

Place for photographs

Green

To

Sh./Smt. Devender kumar sachdeva -
d/o,s/o,w/o,c/o. Luxmi narian sachdeva -
H.NO. 921/3 WD 7
BARA BAZAR
ROHTAK
Haryana,

Annexure R-1

Memo No.: Z0005/EO010/UE018/GALOT/0000000076

Allotment Date: 21/05/2012

Subject : Allotment of Residential Plot No. 441, Category Residential(10 Marla) in Sector 6 at Urban Estate Rohtak on free hold basis.

- Please refer to your application vide Registration Number UE018/6/203 for the allotment of a Residential plot in Sector 6 at Urban Estate Rohtak.
- Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable thereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. mtr.	Tentative Price of Plot in Rs.
6	Rohtak	441	21.00 X 10.70	224.70	9,610.00	2159367

- The plot is **Normal** one and an extra price @ 10% of the price mentioned in para 2 above is Rs. 0.00/- which is included in the above tentative price.

13

HARYANA URBAN DEVELOPMENT AUTHORITY,
Estate Officer, HUDA, Rohtak
FORM 'C'
(See Regulation-5(3))
ALLOTMENT LETTER

To

Sh./Smt. Devender kumar sachdeva –
d/o,s/o,w/o,c/o. Luxmi narian sachdeva –
H.NO. 921/3 WD 7
BARA BAZAR
ROHTAK
Haryana

Memo No.: Z0005/E0010/UE018/GALOT/0000000076 4697

Allotment Date: 21/05/2012

Subject: Allotment of Residential Plot No. 441, Category Residential (10 Marla) in Sector 6 at Urban Estate Rohtak on free hold basis.

1. Please refer to your application vide Registration Number UE018/6/203 for the allotment of a Residential plot in Sector 6 at Urban Estate Rohtak.
2. Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable thereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. Mtr.	Tentative Price of Plot in Rs.
6	Rohtak	441	21.00 X 1.07	224.70	9.610.00	2159367

3. The plot is **Normal** one and an extra price @ 0% of the price mentioned in para 2 above is Rs. 0.00/- which is included in the above tentative price.

Estate Officer, HUDA, Rohtak

FORM 'C'
(See Regulation-5(3))

14

ALLOTMENT LETTER

Place for photographs

To

Sh./Smt. Daya chand -
d/o,s/o,w/o,c/o. Har chand -
HNO 2606 HB SEC 3
ROHTAK
-
Haryana,

Annexure R-2

Memo No.: ZO005/EO010/UE018/GALOT/0000000102 4385 Allotment Date: 21/05/2012

Subject : Allotment of Residential Plot No. 163P, Category Residential(6 Marla) in Sector 6 at Urban Estate Rohtak on free hold basis.

1. Please refer to your application vide Registration Number UE018/6/56 for the allotment of a Residential plot in Sector 6 at Urban Estate Rohtak.

2. Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable thereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. mtr.	Tentative Price of Plot in Rs.
6	Rohtak	163P	18.00x8.20	147.60	8,649.00	1404252

3. The plot is **Preferential** one and an extra price @ 10% of the price mentioned in para 2 above is Rs. **127659.24/-** which is included in the above tentative price.



TRUE COPY

place for photographs

Haryana Shahari Vikas Pradhikaran(o/o ESTATE OFFICER, Rohtak)
Estate Office HUDA, Sector 3, Rohtak, Haryana,
124001**15****RE-ALLOTMENT LETTER**

To,
Sh./Smt. Satbir Singh Dangi
d/o,s/o,w/o,c/o. Moji Ram
H No 198A/22, Vikas Nagar, Rohtak, Haryana

Annexure R-3**Memo Number :** ZO005/EO010/UE018/REALL/0000000142**Date:** 29/06/2022

Subject: Re-Allotment of Plot 467, Sector 6, Urban Estate Rohtak, Residential-1.0 Marla Measuring 224.70 sq.mtr. in U/E Rohtak

Due to Death Case Transfer Permission Letter Dated: 29/06/2022.

and allottee(s) as per Annexure - A.

And an application indemnity Bond submitted by you for transfer of the above plot in your favour and you have also submitted an affidavit regarding acceptance of the terms and conditions of the allotment letter. Now the said plot is hereby re-allotted in your name after transfer. You will henceforth have to abide by the terms and conditions of this allotment letter (Stated below) and the provision of Haryana Urban Development Authority Act, 1977 and the instructions/guidelines and

You shall have to pay the balance Installment as per the schedule given below

S.No.	Payment Category	Installment Number	Enhancement Number	Due Date	Due Amount	Possession/ Enhancement Interest	Amount
1		0			0.00	0.00	0.00

Signature Not Verified

Digitally Signed by
SHWETA SOHAG
as on 29-06-2022

1. The installment shall include 12.00% interest on balance from the date of offer of possession, in case of default, additional interest as per prevalent policy shall be payable.

2. Each installment shall be remitted to the Estate Officer, and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e. number of plot and sector number to which the payment pertains. In the absence of these particulars the amount remitted shall not be deemed to have been received.

3. The above price 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 additional price determined shall be paid within thirty days of its demand.

4. In case any payment is not made by the due date, then additional interest shall be added as per prevalent policy for the permitted period. Thereafter, resumption proceeding shall be initiated in accordance with the provision of section 17 of the Haryana, Development Authority Act 1977.

5. In the event of breach of any condition of transfer the Estate Office may resume the land in accordance with the provision of section 17 of the Act.

6. The land/building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land or building or both is paid. You shall have no right to transfer by way of sale, gift mortgage or otherwise the plot/building or any right, title or interest therein till the full price is paid to the Authority, except with the prior permission of the competent authority.

7. On payment of 100% of the tentative price of the plot/building, you shall execute the Deed of Conveyance in the prescribed form and in such manner as may be directed by the Estate Officer. The charges of registration and stamp duty will be paid by you.

8. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the competent Authority. No obnoxious trade shall be carried out in or any land/building.

9. You shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said land/building by the competent authority.

10. You shall have to pay separately for any construction material, tree structures and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority, if you want to make use of the same.

11. The Authority will not be responsible for leveling the uneven sites.

12. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations therein contained. Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

Signature Not Verified.

Digitally Signed by
SHWETA SUHAG

and 29-06-2022 Reasonable

be its officers and servants at all reasonable

on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said Act. 264

17

14. The Authority shall have full rights, power and authority at all time to do through its officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservation imposed and to recover from you as first charges upon the said land/building, the cost of doing all or any such act and things and all cost incurred in connection therewith or in and any way relating thereto.

15. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this allotment relates in the course of his duties as such Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

16. All payment shall be made by means of the demand draft payable to the Estate Officer, HARYANA SHEHRI VIKAS PRADHIKARAN, Rohtak drawn on any scheduled bank situated at Rohtak.

17. No separate notice will be sent for payment of the installments, however the information regarding the installments the amount, the due dates etc. may be sent as a matter of courtesy.

18. You shall abide by the conditions of allotment of incidental open space if any.

19 (i) Presently the interest on delayed payment of installments is 15.00% p.a. simple and interest on delayed payment of enhanced compensation is 15% p.a. simple. In future, you shall pay the interest simple or compound,* on the delayed payment of installments/enhanced compensation as decided by the Authority from time to time.

(ii) You shall not raise any dispute in respect of the interest paid by the transferor on the delayed payment of installments/enhanced compensation/possession interest in respect of plot/building as per policy of the Authority decided from time to time.

20. If the ALLOTTEE APPOINTS ANY attorney he/she shall submit the certified copy of the registered attorney along with photograph and signatures of the allottee duly attested by the magistrate within a week from the registration of the deed by regd. A/D post or in person.

Estate Officer
HSVP, Rohtak

Note: The above payment schedule is as per the original allotment letter. For current outstandings visit "Allottee Account Information" on [www.https://www.hsvphry.org.in](https://www.hsvphry.org.in). please See Annexure 'C' for Userid

Signature Not Verified
Digitally Signed by
SHWETA SINGH
as on 29-06-2022

A COPY is forwarded to the following for information and necessary action please

List of Previous Owners - Annexure A

Serial Number	Owner Name	Father/Husband Name	Permanent Address
1	Bala	Satbir Dangl -	H. No 198A/22, VIKAS NAGAR, ROHTAK, Haryana,

For Estate Officer

Annexure - C.

Note: "Allottee Account Information" on www.huda.gov.in

User Must Change Password after first login.

User ID	333132
Password	333132@hu9967


TRUE COPY

Signature Not Verified
Digitally Signed by
SHWETA SUHAG
as on 29-06-2022

Estate Officer, HUDA, Rohtak

FORM 'C'
(See Regulation-5(3))

19

Annexure R-4

ALLOTMENT LETTER

Place for photographs

To

Sh./Smt. Har kishan Dalal
d/o,s/o,w/o,c/o. Bhim singh Dalal
H.No. 137 SEC.15 PART-I
GURGAON
GURGAON
Haryana,

Gren



Memo No.: ZO005/EO010/UE018/GALOT/0000000048

Allotment Date: 21/05/2012

Subject : Allotment of Residential Plot No. 437, Category Residential(10 Marla) in Sector 6 at Urban Estate Rohtak on free hold basis.

1. Please refer to your application vide Registration Number UE018/6/196 for the allotment of a Residential plot in Sector 6 at Urban Estate Rohtak.
2. Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable thereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. mtr.	Tentative Price of Plot in Rs.
6	Rohtak	437	21.00 X 1.07	224.70	9,610.00	2159367

3. The plot is **Normal** one and an extra price @ 0% of the price mentioned in para 2 above is Rs. 0.00/- which is included in the above tentative price.

In case you refuse to accept this allotment, you shall communicate your refusal by a registered letter within 30 days from the date of allotment letter, failing which this allotment shall stand cancelled without any notice and earnest money deposited by you, shall be forfeited to the authority and you, shall have no claim for the damages.

5. In case you accept this allotment, please send your acceptance by registered post along with amount of Rs. **327,941.75/-** within 30 days from the date of issue of this allotment letter which together with an amount of Rs. **211900.00/-** paid by you along with your application form as earnest money, will constitute 25% of the total tentative price.

6. The balance amount i.e. **Rs. 1619525.25/-** of the tentative cost of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 6 Yearly instalments of Rs. **269920.88/-**. The first installment will fall due after the expiry of one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price @12% p.a. on the remaining amount. The interest shall, however, accrue from the date of offer of possession. In case balance 75 % of the tentative price of the plot is paid in lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.

7. The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development work in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @9% (or as may be fixed by Authority from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession and you will not be required to pay the further installments. The payment of the balance installments will only start after the possession of the plot is offered to you.

8. Each instalment shall be remitted to the Estate Officer and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e. the number of the plot and sector number to which the payment pertains. In the absence of these particulars the amount remitted shall not be deemed to have been received.

9. The above price 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 additional price determined shall be paid within 30 days of its demand.

10. In case the instalment is not paid by 10th of the following the month in which it falls due (or in case the additional price is not paid within the time) ,the Estate Officer shall proceed to take action for imposition of penalty and resumption of plot in accordance with the provisions of section -17 of the Act.

11. In the event of breach of any other condition of transfer, the Estate Officer may resume the land in accordance with the provisions of section 17 of the Act.

12. The Land/building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land/building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage or otherwise the plot/building or any right, title or interest therein till the full price is paid to the Authority, except with the prior permission of the Competent Authority.

13. On payment of 100% of the tentative price of the plot/building, you shall execute the Deed of Conveyance in the prescribed form and in such manner, as may be directed by the Estate Officer. The charges on registration and stamp duty will be paid by you.

14. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the Competent Authority except for rendering non - nuisance professional consultancy services in land/building disposed of for residential purposes to the extent of

of the built - up covered area of the building or 50 square meter, whichever is less, with the prior permission of the Chief Administrator on payment of fees, as mentioned in provision to regulation 16. No obnoxious trade shall be carried out in or any land/building.

15. You shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said land/building by the competent authority.

16. You shall have to pay separately for any construction material, trees, structures and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority, if you want to make use of the same.

21

17. The Authority will not be responsible for levelling the uneven sites.

18. (i) You will have to complete the construction 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 time limit is extendable by the Estate Officer by charging extension fees as per policy, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it forfeited in accordance with the provision of the said Act. You shall not erect any building or make any alteration/addition without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.

(ii) You will have to take possession of the plot within a maximum period of three months of offer of possession and also construct a boundary wall at least of nine inches height within another three months.

19. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching, for working, obtaining, removing and enjoying the same at all such times, and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein Contained.

Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

20. The Authority may by its officers and servants at all reasonable times and in a reasonable manner after twenty four hours notice in writing, enter in and upon any part of the said land/building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said Act.

21. The Authority shall have full rights, power and authority at all times to do through its officer or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, condition and reservations imposed and to recover from you as first charge upon the said land/building, the cost of doing all or any such act and things and all cost incurred in connection there-with or in and any way relating there to.

22. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this allotment relates in the course of his duties as such Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

4. No separate notice will be sent for payment of the instalments.

25. The payment of Installment(s)/enhanced compensation as provided under clause-6 & 9 of the allotment letter on due date is mandatory. In case the payment of installment(s)/enhanced compensation is not made on due date, interest @ simple or compound as decided by the Authority from time to time shall be chargeable on the delayed payment of installment(s)/enhanced compensation irrespective of the fact whether the possession has been offered or not. Presently interest on delayed payment of installment(s) is 15% per annum () and interest on delayed payment of enhanced compensation is 15% per annum (simple).

In future, you shall have to pay the interest simple or compound on the delayed payment of installment(s), enhanced compensation as decided by the Authority from time to time. This is without prejudice to the rights of Authority to take action under section 17 of the HUDA Act.

26. Yearly instalments will fall due as per the schedule below:-

Instalment Number	Due Date	Principal	Possession offer interest	Total
1	21/05/2013	269920.88	0.00	269920.88
2	21/05/2014	269920.88	0.00	269920.88
3	21/05/2015	269920.88	0.00	269920.88
4	21/05/2016	269920.88	0.00	269920.88
5	21/05/2017	269920.88	0.00	269920.88
6	21/05/2018	269920.88	0.00	269920.88


INDER SINGH
Assistant


HOSHAR SINGH
Asst. Supdt.


A/D Post



Estate Officer,
Huda, Rohtak

INDER SINGH
Assistant

Notes:-

1. The above allotment is also subject to condition that you will furnish an affidavit that you have not ever been allotted a plot of land directly by HUDA in Urban Estate, Rohtak.
2. Two latest Photographs and 3 specimen signature and affidavit duly attested by the Magistrate may be submitted.
3. Any change in address must be notified by registered A/D Post.
4. Dispute if any regarding allotment related matters shall be settled within the jurisdiction of, the Estate Office Huda Rohtak.
5. If, the Proof of Income, Affidavits and Certificates submitted by you, found to be false at any stage, then the above allotment shall stand cancelled and deposited amount shall be forfeited to the Authority and you shall have no right to claim anything for the same.

ALLOTMENT LETTER

Place for photographs

Annexure R-5

Green

To

Sh./Smt. Tarun -
d/o,s/o,w/o,c/o. Darshan Lal -
C/O M/S SUMAN CENTRE
TONGA CHOWK
JIND
Haryana,

Memo No.: ZO005/EO010/UE018/GALOT/0000000063

4601

Allotment Date: 21/05/2012

Subject : **Allotment of Residential Plot No. 438, Category Residential(10 Marla) in Sector 6 at Urban Estate Rohtak on free hold basis.**

1. Please refer to your application vide Registration Number UE018/6/197 for the allotment of a Residential plot in Sector 6 at Urban Estate Rohtak.
2. Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable thereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. mtr.	Tentative Price of Plot in Rs.
6	Rohtak	438	21.00 X 1.07	224.70	9,610.00	2159367

3. The plot is **Normal** one and an extra price @ 0% of the price mentioned in para 2 above is Rs. 0.00/- which is included in the above tentative price.

5. In case you accept this allotment, please send your acceptance by registered post along with amount of Rs. **327,941.75/-** within 30 days from the date of issue of this allotment letter which together with an amount of Rs. **211900.00/-** paid by you along with your application form as earnest money, will constitute 25% of the total tentative price.
6. The balance amount i.e. Rs. **1619525.25/-** of the tentative cost of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 6 Yearly Instalments of Rs. **269920.88/-**. The first installment will fall due after the expiry of one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price @12% p.a. on the remaining amount. The interest shall, however, accrue from the date of offer of possession. In case balance 75% of the tentative price of the plot is paid in lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.
7. The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development work in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @9% (or as may be fixed by Authority from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession and you will not be required to pay the further installments. The payment of the balance installments will only start after the possession of the plot is offered to you.
8. Each instalment shall be remitted to the Estate Officer and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e. the number of the plot and sector number to which the payment pertains. In the absence of these particulars the amount remitted shall not be deemed to have been received.
9. The above price 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 additional price determined shall be paid within 30 days of its demand.
10. In case the instalment is not paid by 10th of the following the month in which it falls due (or in case the additional price is not paid within the time), the Estate Officer shall proceed to take action for imposition of penalty and resumption of plot in accordance with the provisions of section -17 of the Act.
11. In the event of breach of any other condition of transfer, the Estate Officer may resume the land in accordance with the provisions of section 17 of the Act.
12. The Land/building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land/building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage or otherwise the plot/building or any right, title or interest therein till the full price is paid to the Authority, except with the prior permission of the Competent Authority.
13. On payment of 100% of the tentative price of the plot/building, you shall execute the Deed of Conveyance in the prescribed form and in such manner, as may be directed by the Estate Officer. The charges on registration and stamp duty will be paid by you.
14. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the Competent Authority except for rendering non - nuisance professional consultancy services in land/building disposed of for residential purposes to the extent of

15. You shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said land/building by the competent authority.

16. You shall have to pay separately for any construction material, trees, structures and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority, if you want to make use of the same.

17. The Authority will not be responsible for levelling the uneven sites.

18. (i) You will have to complete the construction 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 time limit is extendable by the Estate Officer by charging extension fees as per policy, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it forfeited in accordance with the provision of the said Act. You shall not erect any building or make any alteration/addition without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.

(ii) You will have to take possession of the plot within a maximum period of three months of offer of possession and also construct a boundary wall at least of nine inches height within another three months.

19. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching, for working, obtaining, removing and enjoying the same at all such times, and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein Contained.

Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

20. The Authority may by its officers and servants at all reasonable times and in a reasonable manner after twenty four hours notice in writing, enter in and upon any part of the said land/building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said Act.

21. The Authority shall have full rights, power and authority at all times to do through its officer or servants all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, condition and reservations imposed and to recover from you as first charge upon the said land/building, the cost of doing all or any such act and things and all cost incurred in connection there-with or in and any way relating there to.

22. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this allotment relates in the course of his duties as such Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

No separate notice will be sent for payment of the Instalments.


25. The payment of Installment(s)/enhanced compensation as provided under clause-6 & 9 of the allotment letter on due date is mandatory. In case the payment of Installment(s)/enhanced compensation is not made on due date, interest @ simple or compound as decided by the Authority from time to time shall be chargeable on the delayed payment of Installment(s)/enhanced compensation irrespective of the fact whether the possession has been offered or not. Presently interest on delayed payment of Installment(s) is 15% per annum (simple) and interest on delayed payment of enhanced compensation is 15% per annum (simple).

In future, you shall have to pay the interest simple or compound on the delayed payment of Installment(s), enhanced compensation as decided by the Authority from time to time. This is without prejudice to the rights of Authority to take action under section 17 of the HUDA Act.

26. Yearly instalments will fall due as per the schedule below:-


Instalment Number	Due Date	Principal	Possession offer interest	Total
1	21/05/2013	269920.88	0.00	269920.88
2	21/05/2014	269920.88	0.00	269920.88
3	21/05/2015	269920.88	0.00	269920.88
4	21/05/2016	269920.88	0.00	269920.88
5	21/05/2017	269920.88	0.00	269920.88
6	21/05/2018	269920.88	0.00	269920.88


INDER SINGH
Assistant


HARJIT SINGH
By. Supdr


A/C


A/C

Estate Officer,
Huda, Rohtak

INDEX Assn

Notes:-

1. The above allotment is also subject to condition that you will furnish an affidavit that you have not ever been allotted a plot of land directly by HUDA in Urban Estate, Rohtak.
2. Two latest Photographs and 3 specimen signature and affidavit duly attested by the Magistrate may be submitted.
3. Any change in address must be notified by registered A/D Post.
4. Dispute if any regarding allotment related matters shall be settled within the jurisdiction of, the Estate Office Huda Rohtak.
5. If, the Proof of Income, Affidavits and Certificates submitted by you, found to be false at any stage, then the above allotment shall stand cancelled and deposited amount shall be forfeited to the Authority and you shall have no right to claim anything for the same.

Estate Officer, HUDA, Rohtak

FORM 'C'

(See Regulation-5(3))

27

ALLOTMENT LETTER

Place for photographs

Annexure R-6

To

Sh./Smt. Rupender Goyal
d/o,s/o,w/o,c/o. Gurdev Goyal

STREET NO.-4-N
NAHAR COLONY
FATEHABAD
Haryana,

Memo No.: ZO005/EO010/UE018/GALOT/0000000120

4407

Allotment Date: 21/05/2012

Subject : Allotment of Residential Plot No. 170, Category Residential(6 Marla) in Sector 6 at Urban Estate Rohtak on free hold basis.

1. Please refer to your application vide Registration Number UE018/6/48 for the allotment of a Residential plot in Sector 6 at Urban Estate Rohtak.

2. Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable hereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. mtr.	Tentative Price of Plot in Rs.
6	Rohtak	170	18.00x8.00	144.00	8,649.00	1245456

3. The plot is **Normal** one and an extra price @ 0% of the price mentioned in para 2 above is Rs. **0.00/-** which is included in the above tentative price.

4. In case you refuse to accept this allotment, you shall communicate your refusal by a registered letter within 30 days from the date of allotment letter, failing which this allotment shall stand cancelled without any notice and earnest money deposited by you, shall be forfeited to the authority and you, shall have no claim for the damages.

5. In case you accept this allotment, please send your acceptance by registered post along with amount of Rs. ~~194,564.00/-~~ within 30 days from the date of issue of this allotment letter which together with an amount of Rs. ~~116800.00/-~~ paid by you along with your application form as earnest money, will constitute 25% of the total tentative price.

6. The balance amount i.e. Rs. ~~934092.00/-~~ of the tentative cost of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 6 Yearly instalments of Rs. ~~155682.00/-~~. The first instalment will fall due after the expiry of one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price @12% p.a. on the remaining amount. The interest shall, however, accrue from the date of offer of possession. In case balance 75 % of the tentative price of the plot is paid in lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.

7. The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development work in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @9% (or as may be fixed by Authority from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession and you will not be required to pay the further installments. The payment of the balance installments will only start after the possession of the plot is offered to you.

8. Each instalment shall be remitted to the Estate Officer and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e. the number of the plot and sector number to which the payment pertains. In the absence of these particulars the amount remitted shall not be deemed to have been received.

9. The above price 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 additional price determined shall be paid within 30 days of its demand.

10. In case the instalment is not paid by 10th of the following the month in which it falls due (or in case the additional price is not paid within the time) the Estate Officer shall proceed to take action for imposition of penalty and resumption of plot in accordance with the provisions of section -17 of the Act.

11. In the event of breach of any other condition of transfer, the Estate Officer may resume the land in accordance with the provisions of section 17 of the Act.

12. The Land/building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land/building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage or otherwise the plot/building or any right, title or interest therein till the full price is paid to the Authority, except with the prior permission of the Competent Authority.

13. On payment of 100% of the tentative price of the plot/building, you shall execute the Deed of Conveyance in the prescribed form and in such manner, as may be directed by the Estate Officer. The charges on registration and stamp duty will be paid by you.

14. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the Competent Authority except for rendering non - nuisance professional consultancy services in land/building disposed of for residential purposes to the extent of

25% of the built - up covered area of the building or 50 square meter, whichever is less, with the prior permission of the Chief Administrator on payment of fees, as mentioned in provision to regulation 16. No obnoxious trade shall be carried out in or any land/building.

15. You shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said land/building by the competent authority.

16. You shall have to pay separately for any construction material, trees, structures and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority, if you want to make use of the same.

17. The Authority will not be responsible for levelling the uneven sites.

18. (i) You will have to complete the construction 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 time limit is extendable by the Estate Officer by charging extension fees as per policy, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it forfeited in accordance with the provision of the said Act. You shall not erect any building or make any alteration/addition without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.

(ii) You will have to take possession of the plot within a maximum period of three months of offer of possession and also construct a boundary wall at least of nine inches height within another three months.

19. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching, for working, obtaining, removing and enjoying the same at all such times, and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein Contained.

Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

20. The Authority may by its officers and servants at all reasonable times and in a reasonable manner after twenty four hours notice in writing, enter in and upon any part of the said land/building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said Act.

21. The Authority shall have full rights, power and authority at all times to do through its officer or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, condition and reservations imposed and to recover from you as first charge upon the said land/building, the cost of doing all or any such act and things and all cost incurred in connection there-with or in and any way relating there to.

22. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this allotment relates in the course of his duties as such Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

23. All payment shall be made by means of the demand draft payable to the Estate Officer, Haryana Urban Development Authority, Rohtak drawn on any scheduled bank situated at Rohtak.

30

24. No separate notice will be sent for payment of the instalments.


25. The payment of Installment(s)/enhanced compensation as provided under clause-6 & 9 of the allotment letter on due date is mandatory. In case the payment of installment(s)/enhanced compensation is not made on due date, interest @ simple or compound as decided by the Authority from time to time shall be chargeable on the delayed payment of installment(s)/enhanced compensation irrespective of the fact whether the possession has been offered or not. Presently interest on delayed payment of installment(s) is 15% per annum () and interest on delayed payment of enhanced compensation is 15% per annum (simple).

In future, you shall have to pay the interest simple or compound on the delayed payment of installment(s), enhanced compensation as decided by the Authority from time to time. This is without prejudice to the rights of Authority to take action under section 17 of the HUDA Act.

26. Yearly instalments will fall due as per the schedule below:-

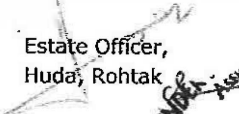
Instalment Number	Due Date	Principal	Possession offer interest	Total
1	21/05/2013	155682.00	0.00	155682.00
2	21/05/2014	155682.00	0.00	155682.00
3	21/05/2015	155682.00	0.00	155682.00
4	21/05/2016	155682.00	0.00	155682.00
5	21/05/2017	155682.00	0.00	155682.00
6	21/05/2018	155682.00	0.00	155682.00


INDER SINGH
Assistant


TIGHEWAR SINGH
S/W/S


A. C. T.


A. C.


Estate Officer,
Huda, Rohtak

Notes:-

1. The above allotment is also subject to condition that you will furnish an affidavit that you have not ever been allotted a plot of land directly by HUDA in Urban Estate, Rohtak.
2. Two latest Photographs and 3 specimen signature and affidavit duly attested by the Magistrate may be submitted.
3. Any change in address must be notified by registered A/D Post.
4. Dispute if any regarding allotment related matters shall be settled within the jurisdiction of, the Estate Office Huda Rohtak.
5. If , the Proof of Income, Affidavits and Certificates submitted by you, found to be false at any stage, then the above allotment shall stand cancelled and deposited amount shall be forfeited to the Authority and you shall have no right to claim anything for the same.

Note:- This allotment is made subject to the decision of SLP No. 10000/2010, Pawan Kumar vs state & others, Supreme Court Delhi

Estate Officer, HUDA, Rohtak

FORM 'C'
(See Regulation-5(3))

31

ALLOTMENT LETTER

Place for photographs

To

Sh./Smt. Sachin Gahlawat
d/o,s/o,w/o,c/o. Silak ram Gahlawat
VPO KHERI SADH
DISTT. ROHTAK
Haryana,

Deh

Annexure R-7

Memo No.: ZO005/EO010/UE018/GALOT/0000000095

4863

Allotment Date: 21/05/2012

Subject : Allotment of Residential Plot No. 477, Category Residential(10 Marla) in Sector 6 at Urban Estate Rohtak on free hold basis.

- Please refer to your application vide Registration Number UE018/6/173 for the allotment of a Residential plot in Sector 6 at Urban Estate Rohtak.
- Your application has been considered and a Residential plot as detailed below, has been allotted to you on free-hold basis as per the following terms and conditions and subject to the provisions of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations applicable thereunder and as amended from time to time. The approximate area of the plot and the tentative price of the plot as given below are subject to adjustment in accordance with the actual measurement at the time of offer of possession.

Sector Number	Urban Estate	Plot No.	Approximate Dimension	Area in Sq. mtr.	Rate Per Sq. mtr.	Tentative Price of Plot in Rs.
6	Rohtak	477	21.00 X 10.70	224.70	9,610.00	2159367

- The plot is **Normal** one and an extra price @ 0% of the price mentioned in para 2 above is Rs. **0.00/-** which is included in the above tentative price.

4. In case you refuse to accept this allotment, you shall communicate your refusal by a registered letter within 30 days from the date of allotment letter, failing which this allotment shall stand cancelled without any notice and earnest money deposited by you, shall be forfeited to the authority and you, shall have no claim for the damages.

5. In case you accept this allotment, please send your acceptance by registered post along with amount of Rs. **327,941.75/-** within 30 days from the date of issue of this allotment letter which together with an amount of Rs. **211900.00/-** paid by you along with your application form as earnest money, will constitute 25% of the total tentative price.

6. The balance amount i.e. **Rs. 1619525.25/-** of the tentative cost of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 6 Yearly Instalments of Rs. **269920.88/-**. The first installment will fall due after the expiry of one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price @12% p.a. on the remaining amount. The interest shall, however, accrue from the date of offer of possession. In case balance 75 % of the tentative price of the plot is paid in lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.

7. The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development work in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @9% (or as may be fixed by Authority from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession and you will not be required to pay the further installments. The payment of the balance installments will only start after the possession of the plot is offered to you.

8. Each instalment shall be remitted to the Estate Officer and every such remittance shall be accompanied by a letter showing the full particulars of the site, i.e. the number of the plot and sector number to which the payment pertains. In the absence of these particulars the amount remitted shall not be deemed to have been received.

9. The above price 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 additional price determined shall be paid within 30 days of its demand.

10. In case the instalment is not paid by 10th of the following the month in which it falls due (or in case the additional price is not paid within the time) the Estate Officer shall proceed to take action for imposition of penalty and resumption of plot in accordance with the provisions of section -17 of the Act.

11. In the event of breach of any other condition of transfer, the Estate Officer may resume the land in accordance with the provisions of section 17 of the Act.

12. The Land/building shall continue to belong to the Authority until the entire consideration money together with interest and other amount, if any, due to the Authority on account of sale of such land/building or both is paid. You shall have no right to transfer by way of sale, gift, mortgage or otherwise the plot/building or any right, title or interest therein till the full price is paid to the Authority, except with the prior permission of the Competent Authority.

13. On payment of 100% of the tentative price of the plot/building, you shall execute the Deed of Conveyance in the prescribed form and in such manner, as may be directed by the Estate Officer. The charges on registration and stamp duty will be paid by you.

14. The plot/building shall not be used for any purpose other than that for which it has been allotted in accordance with the plans approved by the Competent Authority except for rendering non - nuisance professional consultancy services in land/building disposed of for residential purposes to the extent of

25% of the built-up covered area of the building or 50 square meter, whichever is less, with the prior permission of the Chief Administrator on payment of fees, as mentioned in provision to regulation 16. No obnoxious trade shall be carried out in or any land/building.

15. You shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said land/building by the competent authority.

16. You shall have to pay separately for any construction material, trees, structures and compound wall existing in your plot at the time of allotment of which compensation has been assessed and paid by the Authority, if you want to make use of the same.

17. The Authority will not be responsible for levelling the uneven sites.

18. (i) You will have to complete the construction 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 time limit is extendable by the Estate Officer by charging extension fees as per policy, otherwise this plot is liable to be resumed and the whole or part of the money paid, if any, in respect of it forfeited, in accordance with the provision of the said Act. You shall not erect any building or make any alteration/addition without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.

(ii) You will have to take possession of the plot within a maximum period of three months of offer of possession and also construct a boundary wall at least of nine inches height within another three months.

19. The Authority reserves to itself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching, for working, obtaining, removing and enjoying the same at all such times, and in such manner as the Authority shall think fit, with power to carry out any surface or any underground working and to let down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations herein Contained.

Provided that the allottee shall be entitled to receive from the Authority such payment for the occupation by the Authority of the surface and for the damage done to the surface or building on the said land by such works or workings or letting down as may be agreed upon between the Authority and the allottee or failing such agreement as shall be ascertained by reference to arbitration.

20. The Authority may by its officers and servants at all reasonable times and in a reasonable manner after twenty four hours notice in writing, enter in and upon any part of the said land/building erected there on for the purpose of ascertaining that the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said Act.

21. The Authority shall have full rights, power and authority at all times to do through its officer or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, condition and reservations imposed and to recover from you as first charge upon the said land/building, the cost of doing all or any such act and things and all cost incurred in connection there-with or in and any way relating there to.

22. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this allotment relates in the course of his duties as such Government servant or officer as the case may be, he has expressed his views on all or any of the matters in dispute or difference. The decision of such arbitrator shall be final and binding on the concerned parties.

24. No separate notice will be sent for payment of the instalments.

25. The payment of Installment(s)/enhanced compensation as provided under clause-6 & 9 of the allotment letter on due date is mandatory. In case the payment of installment(s)/enhanced compensation is not made on due date, interest @ simple or compound as decided by the Authority from time to time shall be chargeable on the delayed payment of installment(s)/enhanced compensation irrespective of the fact whether the possession has been offered or not. Presently interest on delayed payment of installment(s) is 15% per annum () and interest on delayed payment of enhanced compensation is 15% per annum (simple).

In future, you shall have to pay the interest simple or compound on the delayed payment of installment(s), enhanced compensation as decided by the Authority from time to time. This is without prejudice to the rights of Authority to take action under section 17 of the HUDA Act.

26. Yearly instalments will fall due as per the schedule below:-

Instalment Number	Due Date	Principal	Possession offer interest.	Total
1	21/05/2013	269920.88	0.00	269920.88
2	21/05/2014	269920.88	0.00	269920.88
3	21/05/2015	269920.88	0.00	269920.88
4	21/05/2016	269920.88	0.00	269920.88
5	21/05/2017	269920.88	0.00	269920.88
6	21/05/2018	269920.88	0.00	269920.88


INDER SINGH
Assistant


INDER SINGH
Dy. Secy.






Estate Officer,
Huda, Rohtak

INDER SINGH
A.S.

Notes:-

1. The above allotment is also subject to condition that you will furnish an affidavit that you have not ever been allotted a plot of land directly by HUDA in 'Urban Estate, Rohtak.
2. Two latest Photographs and 3 specimen signature and affidavit duly attested by the Magistrate may be submitted.
3. Any change in address must be notified by registered A/D Post.
4. Dispute if any regarding allotment related matters shall be settled within the jurisdiction of, the Estate Office Huda Rohtak.
5. If, the Proof of Income, Affidavits and Certificates submitted by you, found to be false at any stage, then the above allotment shall stand cancelled and deposited amount shall be forfeited to the Authority and you shall have no right to claim anything for the same.

CWP No. 7064 of 2008 (O&M)

-1-

2023:PHHC:125442-DB

Annexure R-8**In the High Court of Punjab and Haryana at Chandigarh****CWP No. 7064 of 2008 (O&M)****Reserved on : 4.9.2023****Date of Decision: 21.9.2023**

Rajbir Singh

.....Petitioner

Versus

State of Haryana and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE KULDEEP TIWARI*****Argued by:*** Mr. Akshay Bhan, Senior Advocate assisted by
Mr. Harsh Vasu Gupta, Advocate
for the petitioner.Mr. Ankur Mittal, Addl. A.G., Haryana with
Mr. Pardeep Prakash Chahar, Sr. DAG, Haryana.Mr. Vikas Chatrath, Advocate
for respondents No. 3 to 7.

SURESHWAR THAKUR, J.

1. A notification under Section 4 of the Land Acquisition Act, 1894 (for short 'the Act of 1894') became issued on 1.1.2002 (Annexure P-2). The said notification was succeeded by a declaration made on 31.12.2002, under Section 6 of the Act of 1894 (Annexure P-4). An award in terms of Section 11 of the Act of 1894 was made on 29.12.2004.

2. The validity(ies) of the above respectively made notification, declaration, and, the award (supra) are challenged through the instant petition.

Submission of the learned senior counsel for the petitioner

3. The learned senior counsel for the petitioner, has challenged,

the above drawn proceedings, inter alia on the ground, that the respondents concerned, practicing invidious discrimination, inasmuch as theirs releasing the lands of similarly situated land losers concerned, whereas, the respondents concerned, neither exempting nor releasing the acquired estates of the present petitioners.

Reason for rejecting the above argument

4. Though, the learned senior counsel for the petitioner has vehemently argued for nullification of the above drawn motions, under the Act of 1894, but the said vigorous address made before this Court, thus warrants its becoming rejected.

5. The reason for drawing the above conclusion, stems from the factum, that the petitioner had earlier instituted CWP No. 11191 of 2007, whereby a challenge was laid to the statutory motions, as became drawn under the Act of 1894. However, through a decision made thereons, on 26.7.2007, this Court in the relevant paragraph of the verdict (supra), para whereof stands extracted hereinafter, had rather nullified the challenge made to the motions drawn under the Act of 1894.

“Petitioner is permitted to make a representation to the first respondent within a period of two weeks from the date of receipt of certified copy of this order. It is made clear that if any such representation is made by the petitioner, first respondent is directed to consider and dispose of the same, if it is permissible, in accordance with law within eight weeks thereafter.”

6. The impact thereof, is that, thereby the petitioner but becomes estopped to raise a challenge to the validity of the statutory motions (supra), as became drawn under the Act of 1894. Resultantly, the said challenge

appertaining to the validity of the drawing of the statutory motions (supra), at the instance of the petitioner, does but completely staggered.

7. Be that as it may, since the petitioner in the earlier writ petition (supra), had claimed parity with the other land losers concerned, qua whom the respondents concerned, had made exemptions or releases of their respective acquired lands. Resultantly for facilitating the petitioner to make a grievance before the competent authority concerned, he was thus permitted to raise a representation.

8. The representation, as moved by the present petitioner was rejected through an order drawn on 11.10.2007 (Annexure P-11). The reasons for rejecting the said representation *inter alia* becomes founded on the grounds, as mentioned in the relevant para, para whereof becomes extracted hereinafter.

“x x x x

The land in question was vacant at the time of acquisition and continues to be so even today. The land was acquired vide award dated 29.12.2004 and possession of the same stands handed over to HUDA. I have further gone through the record relating to release of land falling under Khasra No. 41/16. The same was released due to existing Samadhi located on the land whereas the land of the petitioner was vacant. The petitioner has himself admitted that he had planted polar and teak trees in the land. Hence, it is evident that no construction of any type existed on the land. There is no policy to release vacant land at any stage of acquisition. Only built-up structures or clusters of houses are released to avoid hardship to the land owners. As far as other structure/land released from acquisition is concerned, the Government had taken a decision to exclude these areas because they were thickly populated. Hence, there is no question of pick and choose in releasing the land.”

9. Though, the learned senior counsel argues, that the above assigned reasons are lacking in keenest application of mind to the subject matter concerned.

10. However, in view of its becoming openly pronounced, in the above extracted reasons rather declining the petitioner's claim for release or exemption of his acquired land, that his land was vacant at the time of acquisition. Therefore, when it is further voiced in the above declining reasons, that there is no policy to release the vacant land at any stage of acquisition, whereas, there is a policy only for releasing the built-up structures or cluster of houses. Resultantly, when in terms of the policy (supra), there occurs an interdiction against the release of the present petitioner's vacant lands from acquisition. Consequently, in case the vacant lands of the petitioner are released, or are exempted from acquisition, thereby breach would be caused to the relevant policy.

11. Bearing in mind the limited relief (supra), as became granted to the petitioner in his earlier writ petition bearing CWP No. 11191 of 2007. Moreover, when the respondent concerned, took to reject the petitioner's representation, as became moved by him, before the competent authority concerned, thus in terms of the liberty assigned to him in the order (supra), made by this Court. Therefore, when for reasons (supra), the declining order, as made upon the apposite representation, thus has been concluded to be well informed. In consequence, the instant writ petition, whereby, a challenge is thrown to the said declining order, made on the petitioner's representation, does not require any interference being made by this Court.

Final Order

12. In summa, this Court does not find any merit in the instant

CWP No. 7064 of 2008 (O&M)

-5-

2023:PHHC:125442-DB

petition, and, is constrained to dismiss it. Accordingly, the instant petition is dismissed. The impugned annexures are maintained and affirmed.

13. The pending application(s), if any, is/are also disposed of.

(SURESHWAR THAKUR)
JUDGE

(KULDEEP TIWARI)
JUDGE

September 21, 2023
Gurpreet

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


TRUE COPY



40

CWP-20329-2011 (O&M)

-1-

Annexure R-9

2024:PHHC:059457-DB

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP-20329-2011 (O&M)

Reserved on: 15.04.2024

Date of Decision : May 06, 2024

SUKHBIR SINGH

...Petitioner

V/S

STATE OF HARYANA AND OTHERS

...Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE LALIT BATRA**

Present : Mr. Raghav Gulati, Advocate
for the petitioner.

Mr. Ankur Mittal, Addl. AG Haryana with
Mr. P.P. Chahar, Sr. DAG, Haryana.

Mr. Vikas Chatrath, Advocate
for the respondents No.7(i) to (iii).

SURESHWAR THAKUR, J.

1. Through the instant writ petition, the petitioner prays for the quashing of the notification issued under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the Act of 1894"), (Annexure P-2), and, also prays for the quashing of notification dated 30.12.2002 (Annexure P-4), notification whereof became issued under Section 6 of the Act of 1894. Moreover, the petitioner also seeks the quashing of award dated 29.12.2004 (Annexure P-5), as became passed under Section 11 of the Act of 1894.

2. The brief facts of the case are that as per jamabandi for the year 2000-01, the petitioner is the owner in cultivating possession of the land



41

CWP-20329-2011 (O&M)

-2-

2024:PHHC:059457-DB

falling in Khasra/Killa No.70//17/2, 17/3, 17/4, 24/1/1/1, 24/1/12, 24/2/1/1 and Killa No.41//7/2, 8, 13 and 18, situated within the revenue estate of village Para, Tehsil and District Rohtak,. He has constructed a house in the said colony and the same has electricity and sewerage connections. The roads of the colony were initially constructed and developed by the Haryana Urban Development Authority, and, thereafter by the Municipal Committee, Rohtak.

3. That the State Government vide notification issued on 1.1.2002 under Section 4 of the Act of 1894, thus acquired the lands for public purposes, namely for development and utilization of the land for commercial, Sector-6, Rohtak under the Haryana Urban Development Authority. The land of the petitioner also falls under this notification.

4. That in the month of June 2002, the Government of Haryana has taken a decision to regularize unauthorized colonies, wherein, 50% of the houses had already been constructed. Accordingly, vide letter dated 20.09.2002, issued by the office of Director, Urban Development Department to Executive Officer/Secretary, Municipal Committee, Rohtak, Jasbir Colony along with other 41 colonies were regularized.

5. That after the publication of notification issued under Section 4 of the Act of 1894, the petitioner filed objections under Section 5-A of the Act of 1894, which were received in the office of the respondents. In pursuance to the objections became submitted by the petitioner, he was afforded an opportunity of personal hearing. However, till date the decision taken on the objections has not been communicated to the petitioner, which *prima facie* shows that no decision has been yet made thereons.



42

CWP-20329-2011 (O&M)

-3-

2024:PHHC:059457-DB

6. In pursuance to the notification issued under Section 4 of the Act of 1894, a declaration was issued under Section 6 of the Act of 1894, on dated 30.12.2002, wherein, the lands of the petitioner was found mentioned despite the fact that the area belonging to the petitioner was a constructed area. Subsequently, an award dated 29.12.2004 was passed under Section 11 of the Act of 1894.

7. That the petitioner through his filing writ petition bearing No.CWP-19846-2004, had rather earlier approached this Court for the same relief. Other aggrieved persons had also approached this Court against the same acquisition proceedings. In the earlier writ petition (supra), the ground of challenge was discrimination on the basis of the fact that the State Government had ordered for re-survey of the area, and, subsequently certain lands had been released rather on adoption of a pick and choose policy. It was further mentioned that as per re-survey report, there was a small construction over an area of 4x4 in the shape of Smadh on the entire one acre of land in Khasra No.71/24, recorded in the name of Vikalp School, and, the said land was released from acquisition. The writ petition (supra), came up for hearing before this Court, and, the same was dismissed vide order dated 6.10.2010 on the basis of a decision rendered in CWP-111-2005.

8. That the petitioner challenged the order dated 6.10.2010, passed by this Court, through his filing SLP(C) No.8113 of 2011 before the Hon'ble Apex Court, but the same was also dismissed vide order dated 4.4.2011.

SUBMISSIONS OF THE LEARNED COUNSEL FOR THE PETITIONER

9. That the petitioner is also aggrieved against the action of the respondents in adopting a pick and choose policy in releasing lands. Learned



CWP-20329-2011 (O&M)

-4-

2024:PHHC:059457-DB

counsel for the petitioner submits, that not only vacant lands or agricultural lands have been released from acquisition proceedings, but also lands belonging to those persons, who are similarly situated with the petitioner, and, whose writ petitions became dismissed by this Court, as well as by the Hon'ble Apex Court, thus have been ordered to be released.

REASONS FOR THE REJECTING THE SUBMISSIONS

10. However, for the reasons to be assigned hereinafter, this Court does not find any merit in the instant writ petition, thus is constrained to dismiss the same.

11. Initially, for the reason that the earlier writ petition bearing No.CWP-19846-2004, wherein, also a ground of discrimination became raised rather becoming dismissed. Moreover, when the SLP bearing No.SLP(C) No.8113 of 2011, as became directed against the said decision made on CWP-19846-2004 also became dismissed.

12. Consequently, the institution of the instant writ petition before this Court, thus with similar reliefs, and, causes of action also similar to the ones as carried in writ petition (supra), besides when the parties in the earlier writ petition and in the instant one are also similar, thereby the earlier makings of a binding and conclusive verdict, thus on the earlier writ petition rather makes the instant writ petition to be estopped by the norm of constructive *res judicata*.

13. Secondly, for the reason that the subject lands are an integral component of the layout plan, and, thereby this Court does not deem it fit, and, appropriate to tinker with the said prepared layout plans by the



44

CWP-20329-2011 (O&M)

-5-

2024:PHHC:059457-DB

Engineering Cell of the Acquiring Authority. Paramountly when therebys public interest becomes promoted rather than ill individualistic interest.

14. In aftermath, this Court finds no merit in the instant petition, and, is constrained to dismiss the same. Hence, the instant petition is dismissed.

15. The miscellaneous application(s), if any, is/are, also disposed of.

(SURESHWAR THAKUR)
JUDGE

06.05.2024

Ithlesh

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

(LALIT BATRA)
JUDGE

TRUE COPY

Annexure R-10

1

ITEM NO.11

COURT NO.5

SECTION IV-B

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s).25243/2023

(Arising out of impugned final judgment and order dated 21-09-2023 in CWP No.7064/2008 passed by the High Court of Punjab & Haryana at Chandigarh)

RAJBIR SINGH)

Petitioner(s)

VERSUS

THE STATE OF HARYANA & ANR.

Respondent(s)

(FOR ADMISSION and I.R. and IA No.233406/2023-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT and IA No.233409/2023-PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)

Date : 01-12-2023 This petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SURYA KANT
HON'BLE MR. JUSTICE DIPANKAR DATTA

For Petitioner(s) Mr. Colin Gonsalves, Sr.Adv. ✓
 Mr. Gaurav Dhingra, AOR
 Mr. Ramesh Dalal, Adv.
 Mrs. Nidhi Arya, Adv.
 Mr. Ankit Dalal, Adv.
 Mr. Gaurav Dhingra, Adv.
 Mr. A.K. Singh, Adv.
 Mr. Mahender Ram, Adv.
 Mr. Joginder Kumar, Adv.
 Mr. Rishabh Kumar Singh, Adv.

For Respondent(s) Mr. Rajeev Bhalla, Sr. Adv.
 Mr. Jugul Kishor Gupta, AOR
 Mr. Vinay Aherodiya, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. We have heard learned Senior Counsel for the petitioner
 a considerable length and carefully perused the material placed
 on record.

2. In our considered view, no case to interfere with the
 impugned judgment dated 21.09.2023, passed by the Division Bench of

the High Court of Punjab & Haryana at Chandigarh, is made out.

3. The Special Leave Petition is, accordingly, dismissed.

4. As a result, the pending interlocutory applications also stand disposed of.

(SATISH KUMAR YADAV)
DEPUTY REGISTRAR

(PREETHI T.C.)
COURT MASTER (NSH)



TRUE COPY

CWP-2835-2024

47

2024:PHHC:017847-DB

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-2835-2024Date of decision: 08.02.2024

Mulakh Raj Chawla and others

....Petitioners

Versus

Annexure R-11

Haryana Shehri Vikas Pradhikaran and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE ARUN PALLI
HON'BLE MR. JUSTICE VIKRAM AGGARWAL**

Present: Mr. Vikas Chatrath, Advocate,
Mr. Sachit Katoch, Advocate,
Mr. Abhishek Singla, Advocate,
for the petitioners.

ARUN PALLI, J. (Oral)

A Mandamus is prayed for, to command the respondents to deliver actual physical possession of the plots/sites that were allotted to the petitioners.

Learned counsel for the petitioners submits that pursuant to the allotments, most of the petitioners have since deposited the entire sale consideration. So much so, few of them have even deposited the additional price, owing to enhancement in the cost of acquisition. And, in terms of Clause 7 of the letter of allotment dated 21.05.2012 (P-1), the respondents were obliged to deliver possession within three years from the date of allotment, after completion of development works. However, even though, over a decade has gone by, but the petitioners are yet to be delivered possession. Rather, in the given situation, the respondents are also liable to pay interest on the amount deposited by them, post expiry of three years of the issuance of the letter of allotment, till the delivery of possession.

Served with the advance copy of the petition, Mr. Deepak Sabherwal, Advocate, for the respondent-HSVP, is present in Court. He

submits that physical possession of the allotted sites could not be delivered to the petitioners, owing to the acquisition proceedings, being under challenge before this Court in CWP-7064-2008 (Rajbir Singh Vs. State of Haryana and others), which was dismissed on 21.09.2023. And the Special Leave to Appeal (C) No(s). 25243/2023, preferred against the said order and judgment, has also been dismissed by the Supreme Court on 01.12.2023. Resultantly, the authorities have now taken a conscious decision to complete all the development works at site. Whereafter, possession of the plots/sites would be handed over to the petitioners/allottees, at the earliest, provided the pending dues, if any, are cleared. It is urged that as regards interest on the amount that was deposited by the petitioners, they would be entitled thereto, as per the applicable policy dated 30.5.2022.

Accordingly, learned counsel for the petitioners submits that nothing substantive survives in the petition and the same be disposed of, in terms of the statement made by learned counsel for the respondents.

In the wake of the above, the petition is disposed of, in terms of the statements made by learned counsel for the parties.

This Court is sanguine that the competent authority, as submitted by learned counsel for the respondents, shall make every possible endeavour to complete the process, and once the sites are viable for allotment, actual physical possession thereof would be delivered without any further delay.

Needless to assert that this order shall not constitute any expression of opinion on the merits of the case of either party, for, as indicated above, the competent authority shall examine the concerns/grievances of the petitioners, strictly in accordance with law.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

08.02.2024

Ak Sharma

Whether speaking/reasoned	Yes
Whether reportable	Yes/No



TRUE COPY



49

PROOF OF SERVICE**OA No. 124/2024 - "Sukhbir Singh Vs. Union of India & Ors." before NGT, Principal Bench, New Delhi**

1 message

D Abhinav Rao Office <office.abhinavrao@gmail.com>
To: emailtogkb@gmail.com
Cc: Abhinav Rao <abhin.rao@gmail.com>

14 September 2024 at 20:26

Sir/Madam,

Please find attached the **common reply on behalf of the Respondent Nos. 7 to 13** in the subject matter.

Kindly note this email shall be treated as proof of service.

--


Best Regards,

Office of D. Abhinav Rao

Advocate-on-Record

Supreme Court of India

Ph: +91-9818144867 | 011-41003883

 **Common Reply on behalf of R7 to R13.pdf**
7460K

//TRUE COPY//