

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL  
BENCH AT NEW DELHI  
O.A. No. 543 OF 2023

IN THE MATTER OF:

Rohit Thakran

...Applicants

Versus

State of Haryana & Ors.

....Respondents

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Date: 12.12.2023

Place: Gurugram



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**REPLY ON BEHALF OF RESPONDENT NO.2 -  
HARYANA SHEHRI VIKAS PRADHIKARAN**

**MOST RESPECTFULLY SHOWETH:**

I, Dr. Balpreet Singh, aged about 34 years working as Administrator, Haryana ShehriVikasPradhikaran, Gurugram, submits as under:

1. That I am the authorized representative of Respondent no.2 in the present matter and in my official capacity as stated above, I am well conversant with the facts and circumstances of the present matter.
2. That I have read the Original Application filed by the Applicants and deny all the material allegations made thereunder against the answering Respondent.

That the present Original Application has been filed with plea to direct the State of Haryana as well as Haryana Shehri Vikas Pradhikaran to restore the two water bodies/reservoirs existing in Khasra No. 24 and 28 of



*Handwritten signature in blue ink.*

village Adampur, Gram Panchayat Jharsa, Gurugram and to stop all construction activities in the land of said water bodies and to plant the trees in lieu of trees which have been illegally cut from the same.

**PRELIMINARY OBJECTIONS AND SUBMISSIONS:**

4. That the present application is barred by limitation as the land in question bearing Khasra No. 24Min(17K-8M) and 28(15k-4M) situated in village Adampur, which is a bechirag village, was acquired by the State of Haryana Urban Estate Department vide the notifications dated 03.03.2003 and 02.03.2004 issued under Section 4 & 6 of the Land Acquisition Act, 1894 followed by award no. 23 dated 29.12.2005 and the possession of the land in question was taken by recording Rapat Roznamcha no. 217 dated 29.12.2005 for development of residential and commercial plots. The copy of award no. 23 dated 29.12.2005 is annexed herewith as **ANNEXURE R-1**.
5. That it is respectfully submitted that upon conclusion of acquisition proceedings on 29.12.2005, the acquired land in question vested in the HSVP for the purpose of development in terms of the provisions of section 14 of the Haryana Urban Development Authority Act, 1977. In order to develop the sector, Section 13 of the Act of 1977 endows HSVP with power to plan and develop the land



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and further to execute the works in connection with the water supply, sewage disposal, control of pollution etc.

6. That it is further respectfully submitted that upon the conclusion of acquisition proceedings on 29.12.2005, the land in question under Khasra no. 24 along with other acquired land was planned and layout plan of Sector 50 was prepared and same was approved on 22.01.2008 and various sites were earmarked.
7. That it is submitted that HSVP has planned the area falling in Khasra No. 24 for 0.82 Acre site for Religious Site and 11 plots of 3 Marla Category as per approved layout plan dated 22.08.2008 has been carved out.
8. That it is further respectfully submitted that HSVP had already laid down services like Roads, Sewerage etc in the year 2014.
9. That upon conclusion of the acquisition proceedings and laying out necessary services in year 2014, HSVP had put the Plots carved out in Khasra No. 28 in Public Auction on various dates in year 2021 and 2022.
10. That out of 19 carved out plots on Khasra no.28, 17 plots have already been allotted by HSVP upon deposit of entire consideration money. The details of allotment are reproduced as under for the kind consideration of the Hon'ble Tribunal.

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S.No.	Plot No.	Date of allotment	Date of offer of possession	Date of Possession	Date of sanctioning of the building plan
1	Gajanand Agarwal Plot No. 55	24.01.2023	24.01.2023	09.03.2023	06.11.2023
2	56	23.08.2022	23.08.22	13.09.22	
3	59	16.03.2022	16.03.2022	21.10.2022	09.10.2023
4	60	13.09.2022	13.09.2022	19.10.2022	09.10.2023
5	61	16.09.2022	16.09.2022	19.10.2022	
6	62P	13.04.2022	13.04.2022	26.04.2022	12.06.2023
7	63	16.03.2022	16.03.2022	28.03.2022	15.07.22
8	64	24.03.2023	24.03.2023	30.03.2023	
9	65	01.04.2022	01.04.2022	07.04.2022	17.05.2022
10	66	25.01.2023	01.02.2023	21.02.2023	
11	67	24.05.2022	24.05.2022	16.08.2022	
12	68	20.04.2022	20.04.2022	25.04.2022	17.10.2023
13	69	26.04.2022	26.04.2022	14.07.2022	
14	70	16.03.2022	16.03.2022	21.03.2022	
15	71	06.05.2022	06.05.2022	16.06.2022	17.10.2023
16	72p	21.10.2023			
17	54P	29.08.2023	29.08.2023	22.09.2023	06.11.2023

11. That Section 14 of National Green Tribunal Act, 2010 provides as under:

*"14(1) The Tribunal shall have the jurisdiction over all civil cases where a substantial question relating to environment (including enforcement of any legal right relating to environment), is involved and such question arises out of the implementation of the enactments specified in Schedule I.*

*(2) The Tribunal shall hear the disputes arising from the questions referred to in sub-section (1) and settle such disputes and pass order thereon.*



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*(3) No application for adjudication of dispute under this section shall be entertained by the Tribunal unless it is made within a period of six months from the date on which the cause of action for such dispute first arose:*

*Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days."*

12. That it is humbly submitted that even the third-party rights have been created under Khasra No. 28 and thus they are the necessary party in the present application.

13. That it will be relevant to refer the Order dated 18.07.2023 passed in OA No.250/2022 (Abhay Tyagi Vs Uttar Pradesh State Industrial Development Authority & Anr.):

"15. . . . . The policy decisions of the Executive should not be ordinarily interfered with, unless it is proved to be malafide. Nothing has been stated or proved by the applicant on this point that the order passed by the competent authority is arbitrary or malafide or against the public policy. Since the allotment of the land was made in the year 2006, thus, the matter does not come within the purview of Section 14 of the NGT Act, 2010 (Schedule I). Thus, no further action is required to be taken by this Tribunal."

14. That the applicant has falsely alleged that till year 2019 the water bodies existing in Khasra No. 24 and 28 were being used by the villagers as a source of drinking water for animals and birds and as a source of water supply for plants and trees for the surrounding forest area and said



water bodies existing in Khasra No. 24 and 28 have been arbitrarily destroyed by uprooting trees and plants and filling up the land with dust, stones and garbage.

15. That the present application is nothing but abuse of process of law by the applicant by presenting concocted facts and to safeguard his own personal and commercial interest in the grab of the present application.
16. That the present applicant has not come before this Hon'ble Tribunal with clean hands.

**Factual Matrix qua acquisition**

17. That the land in question bearing Khasra No. 24Min(17K-8M) and 28(15k-4M) situated in village Adampur, which is a bechirag village, was acquired by the State of Haryana Urban Estate Department vide the notifications dated 03.03.2003 and 02.03.2004 issued under Section 4 & 6 of the Land Acquisition Act, 1894 followed by award no. 23 dated 29.12.2005 and the possession of the land in question was taken by recording RapatRoznamcha no. 217 dated 29.12.2005 for development of residential and commercial plots.



SS

That it is respectfully submitted that upon conclusion of acquisition proceedings on 29.12.2005, the acquired land in question vested in the HSVP for the purpose of development in terms of the provisions of section 14 of

the Haryana Urban Development Authority Act, 1977. In order to develop the sector, Section 13 of the Act of 1977 endows HSVP with power to plan and develop the land and further to execute the works in connection with the water supply, sewage disposal, control of pollution etc. Section 13 and 14 of the Haryana Urban Development Act, 1977 are reproduced herein below for the kind perusal of this Hon'ble Tribunal :-

*13. **Objects and functions of [Pradhikaran].** - The objects of the [Pradhikaran] shall be to promote and secure development of all or any of the areas comprised in an urban area and for that purpose, the [Pradhikaran] shall have the power to acquire by way of purchase, transfer, exchange or gift, hold, manage, plan, develop and mortgage or otherwise dispose of land and other property, to carry out by itself or through any agency on its behalf, building, engineering, mining and other operations, to execute works in connection with supply of water, [treatment and disposal of sewage, sullage and storm water], control of pollution and any other services and amenities and generally to do anything, with the prior approval, or on direction, of the State Government, for carrying out the purposes of this Act.*

*14. **Acquisition of the land.** - (1) When any land, other than the land owned by the Central Government, is required for the purposes of this Act, the State Government may, at the request of the [Pradhikaran], proceed to acquire it under the provisions of the Land Acquisition Act, 1894 [as amended from time to time] and on payment by the [Pradhikaran] of the compensation awarded under that Act and of any other charges incurred in acquiring the land, the land shall vest in the [Pradhikaran].*



*RS*

*(2) For the purposes of the Land Acquisition Act, 1894 [and any other law for the time being in force] the [Pradhikaran] shall be deemed to be a local [Pradhikaran]*

19. That it is further respectfully submitted that upon the conclusion of acquisition proceedings on 29.12.2005, the land in question along with other acquired land was planned and layout plan of Sector 50 was prepared and same was approved on 22.01.2008 and various sites were earmarked. A copy of layout plan is annexed herewith as **ANNEXURE R-2**.
20. That it is submitted that HSVP has planned the area falling in Khasra No. 24 for 0.82 Acre site for Religious site and 11 plots of 3 Marla Category as per approved layout plan dated 22.01.2008 has been carved out.
21. That it is further respectfully submitted that land bearing Khasra No. 28 has been planned for 19 residential plots of various dimensions as per Approved layout plan.

**The averments qua destruction of Water body in Khasra No. 24 are patently wrong and denied.**

22. That it is further respectfully submitted that as far as Khasra No. 24 is concerned wherein applicant has claimed that the answering respondents have reduced the size of the water body in Khasra No. 24 by undertaking constructions in form of Temple, stairs, footpaths, railings



*28*

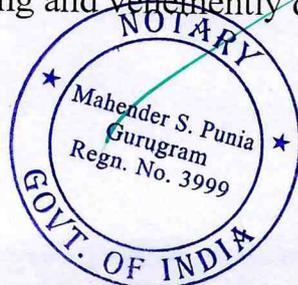
etc. around the said body, the same are wrong and denied being incorrect. It is submitted that temple and ancillary structures falling in Khasra No. 24 admeasuring 1350 sq. mtrs has not been acquired by answering respondent and the same exists before acquisition proceedings were initiated on 03.03.2003 when notification u/s 4 as per Land Acquisition Act 1894 was issued.

23. That it is further respectfully submitted that HSVP does not undertake activities like building Temples or any other religious structures. It allots land for religious buildings as per HSVP policy. It is further submitted that HSVP has not allotted any site for Temple in Land forming part of Khasra No. 24. The temple i.e Baba Balaknath Temple as claimed by the applicant was existing at the time notification u/s 4 of the Land Acquisition Act 1894 was issued and same was not part of the award dated 29.12.2005.

**The averments qua destruction of the Waterbody in Khasra No. 28 are patently wrong.**

24. That it is further respectfully submitted that as far as Khasra No. 28 is concerned, wherein applicant has claimed that the answering respondents have leveled the existing water body in Khasra No. 28 in year 2021 and have carved out 22 residential plots on the same are wrong and vehemently denied.

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25. That it is further respectfully submitted that HSVP had already laid down services like Roads, Sewerage etc in the year 2014. As a natural corollary of the same, destruction of the waterbody in Khasra No. 28 as claimed by the applicant in year 2019 onwards is manifestly wrong and unfounded. A report of development works is annexed herewith as **ANNEXURE R-3**.
26. That it is further respectfully submitted that answering respondents are annexing Google imagery of year 2010 till 2021 of Khasra No. 28 to put forth that no waterbody existed therein. True copies of Google Imagery of Khasra No. 28 are annexed herewith as **ANNEXURE R- 4 to R-10**.
27. That it is further respectfully submitted that work of levelling of the allotted plots are not undertaken by the HSVP by any stretch of imagination. HSVP allots site through draw or E-Auction on "as and where basis" and it is allottee who has to undertake the levelling work of the allotted plot and said condition is duly recorded in the allotment letters. The said condition in allotment letter in one of the plots i.e Plot No. 55, Sector 55 is reproduced as under for the for the kind consideration of the Hon'ble Tribunal:-
- 21. The Pradhikaran shall not be responsible for leveling the uneven site as the site/plot/building has been auctioned on 'As is where is basis'.*



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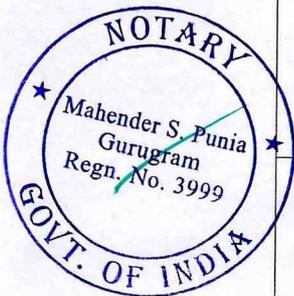
A copy of allotment letter of plot no. 55, Sector 50 is annexed herewith as **ANNEXURE R-11**.

28. That in view of the above assertion of the applicant that waterbody in Khasra No. 28 was destroyed by levelling it with sand, stones etc by HSVP officials is manifestly wrong. Further, mere perusal of the Google imagery would go on to show that said waterbody did not exist on ground in year 2019 what is being claimed by the applicant.

**Creation of third Party Rights in Khasra No. 28 .**

29. That upon conclusion of the acquisition proceedings and laying out necessary services in year 2014, HSVP had put the Plots carved out in Khasra No. 28 in Public Auction on various dates in year 2021 and 2022.
30. That out of 19 carved out plots, 16 plots have already been allotted by HSVP upon deposit of entire consideration money. The details of allotment are reproduced as under for the kind consideration of the Hon'ble Tribunal :-

S.No.	Plot No.	Date of allotment	Date of offer of possession	Date of Possession	Date of sanctioning of the building plan
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16	72p	21.10.2023			
17	54P	29.08.2023	29.08.2023	22.09.2023	06.11.2023

**The present application is not for Environmental Conservation but for Personal gains**

31. That upon receipt of the order dated 12.09.2023 passed in the present application by this Hon'ble Tribunal, the factual matrix of the assertions made by the applicant were got examined and sites were also visited by the Officials of the Pradhikaran on 03.10.2023.

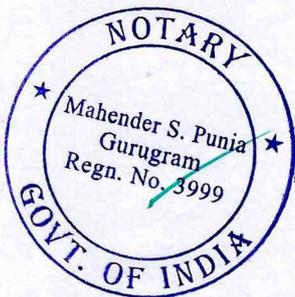
32. That present application has been filed with ulterior motives by the applicant for safeguarding his own commercial interests. The present applicant has encroached upon the HSVP Land acquired way back in year 2005 by installing Illegal Mobile Tower in Khasra No. 28 in plot No. 72 P in Sector 50. The entire attempt of the applicant was to safeguard his illegal Mobile tower on



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HSVP Land which is on the same parcel claimed to be a water body. The photographs of the same are annexed herewith as **ANNEXURE R-12** to **ANNEXURE R-13**.

33. That the present applicant himself had constructed Residential House in the claimed parcel of Reservoir in Khasra No. 28, which is earmarked for Plot No. 58 and 59 of Sector 50. The photographs of the same are annexed herewith as **ANNEXURE R-14** to **ANNEXURE R-15** for the kind consideration of the Hon'ble Tribunal.
34. That illegal structures in shape of Mobile Tower and residential house have been removed by the HSVP following due course of law.
35. That it is respectfully submitted that it is trite law that one who seeks equity must do equity. Whenever a person approaches a Court of Equity, in the exercise of its extraordinary jurisdiction, it is expected that he will approach the said court not only with clean hands but also with a clean mind, a clean heart and clean objectives. Therefore, a petition filed by misrepresenting and distorting the factual position is undoubtedly abuse of process of law and is thus liable to be dismissed with exemplary cost. The reference can be made to the case of *V. Chandrasekaran and Anr v. Administrative Officer and Ors 2012(4) R.C.R.(Civil) 588*, wherein the Hon'ble Supreme Court while dealing with a similar matter



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wherein the land owner relied on the fabricated documents imposed exemplary cost of Rs. Twenty Five lakhs on the appellants and observed as follows:

35. *The judicial process cannot become an instrument of oppression or abuse, or a means in the process of the court to subvert justice, for the reason that the court exercises its jurisdiction, only in furtherance of justice. The interests of justice and public interest coalesce, and therefore, they are very often one and the same. A petition or an affidavit containing a misleading and/or an inaccurate statement, only to achieve an ulterior purpose, amounts to an abuse of process of the court.*

36. *In Dalip Singh v. State of U.P. & Ors., (2010) 2 SCC 114, this Court noticed an altogether new creed of litigants, that is, dishonest litigants and went on to strongly deprecate their conduct by observing that, the truth constitutes an integral part of the justice delivery system. The quest for personal gain has become so intense that those involved in litigation do not hesitate to seek shelter of falsehood, misrepresentation and suppression of facts in the course of court proceedings. A litigant who attempts to pollute the stream of justice, or who touches the pure fountain of justice with tainted hands, is not entitled to any relief, interim or final.*

37. *The truth should be the guiding star in the entire judicial process. "Every trial is a voyage of discovery in which truth is the quest". An action at law is not a game of chess, therefore, a litigant cannot prevaricate and take inconsistent positions. It is one of those fundamental principles of jurisprudence that litigants must observe total clarity and candour in their pleadings. (Vide: Ritesh Tewari & Anr. v. State of Uttar Pradesh & Ors., (2010) 10 SCC 677; and Amar Singh v. Union of India, 2011(5) R.C.R. (Civil) 386 : (2011) 7 SCC 69).*



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38. In *Maria Margarida Sequeria Fernandes & Ors. v. Erasmo Jack de Sequeria (dead)*, 2012(2) *Recent Apex Judgments (R.A.J.)* 6 : 2012(2) *R.C.R.(Civil)* 441 : (2012) 5 *SCC* 370), this Court taking note of its earlier judgment in *Ramrameshwari Devi v. Nirmala Devi*, 2011(3) *R.C.R.(Civil)* 932 : 2011(4) *Recent Apex Judgments (R.A.J.)* 390 : (2011) 8 *SCC* 249 held:

*"False claims and defences are really serious problems with real estate litigation, predominantly because of ever-escalating prices of the real estate. Litigation pertaining to valuable real estate properties is dragged on by unscrupulous litigants in the hope that the other party will tire out and ultimately would settle with them by paying a huge amount. This happens because of the enormous delay in adjudication of cases in our courts. If pragmatic approach is adopted, then this problem can be minimised to a large extent."*

*The Court further observed that wrongdoers must be denied profit from their frivolous litigation, and that they should be prevented from introducing and relying upon, false pleadings and forged or fabricated documents in the records furnished by them to the court.*

36. That it is further respectfully submitted that since waterbody in Khasra No. 24 is being maintained Mandir committee with help of Municipal Corporation, Gurugram as submitted above and no levelling of Khasra No. 28 being done by HSVP in view of the submissions made above, answering respondents have not violated any directions of this Hon'ble Tribunal and it is applicant who is pursuing the present litigation for personal gains.

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In view of the submissions made herein above, it is humbly prayed that present OA may kindly be dismissed with exemplary cost.

Date: 12/12/2023  
Place: Gurugram

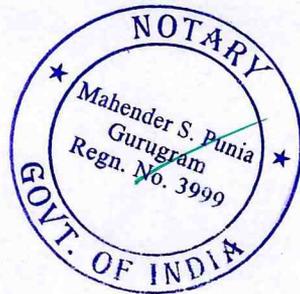


(Dr. Balpreet Singh)  
Administrator, HSVP, Gurugram  
On behalf of Respondent No.2

ATTESTED 

MAHENDER S PUNIA  
ADVOCATE & NOTARY  
Distt. Gurugram (Haryana) India

12 DEC 2023



Award No.23 for the year 2005-2006.

Made by Sh. Amar Deep Singh,  
HCS, Land Acquisition Collector,  
Urban Estate, Haryana, Gurgaon.  
Acquisition for 52.22 acres of  
land in Village Adampur,  
H.B.No.90, Tehsil and Distt.  
Gurgaon.

AWARD:

The Urban Estates, Deptt. Haryana Govt.  
vide notification No. LAC(G)NTLA-2003/845 dated  
03.03.2003 published in the Haryana Govt. Gazette  
(Extra ordinary) on the same date, under section  
4 of the Land Acquisition Act, 1894 (herein after  
referred to as the Act) notified that the land  
measuring 93.69 acres was likely to be needed by  
the Govt. at public expenses for a public purpose  
namely for the development and utilization of  
land as Residential and Commercial Sector 49-50  
at Gurgaon under the Haryana Urban Development  
Authority Act 1977 by the Haryana Urban

Development Authority in the area of Village Adampur, H.B.No.90, Tehsil and Distt, Gurgaon.

Subsequently, declaration u/s 6 of the L.A. Act was issued on 02.03.2004, vide notification No. LAC(G)-NTLA--2004/1017 vide which 92.29 acres of land was declared for acquisition. Rest of the land was released under Section 56 as there was construction over the said land prior to the issuance of notification u/s 4. The State Govt. declared that the land under acquisition is needed for aforesaid public purpose. The Land Acquisition Collector, Urban Estate, Haryana, Gurgaon was also directed u/s-7 of the Act to take order for acquisition of land in question.

#### AREA OF THE LAND

The area given in the declaration u/s-6 of Act was 92.29 acres. The present award deals with 52.22 acres of land. The award of rest of the land could not be announced due to orders of Hon'ble High Court passed on the basis of orders dated 16.07.05 in CWP No.10845 of 2004. The area under this award has been measured at the spot by

the field staff u/s 8 of the Land Acquisition Act and the same has been found correct. The details of this area are given in the statement No.1 which has been prepared according to para no. 36-I of the Financial Commissioner's standing order no. 28. The details of acquired number Khasra & area under this award is as under:

No. Khasra	Area
3//14/1min	0-8
15/2	4-8
5//16/2/1	0-4
17/2	1-1
16//12	8-0
13/1	6-18
13/2	0-10
22	2-18
23min	2-0
9//21	8-0
10//1	8-0
2	8-0
10	8-0
21	8-0
22/2	4-13
11//16/2	3-16
17	5-18
24	6-16
25	8-0
13//5/2min	2-10
14//1	8-0

9/1	0-15
15//10min	4-0
18	8-0
19/1/1	1-16
15//21	8-0
22/1/1	2-10
22/1/2	4-18
23	8-0
24/1	1-12
17//2	5-4
3	8-0
5/2	3-18
6/1	4-0
8/1	7-4
10/1	0-18
10/2	2-9
12	8-0
18	8-0
19/1	1-7
19/2	6-13
20/2	3-16
21	8-0
22	8-0
23	6-4
18//15	7-8
19//2/2	2-0
3	7-8
8/1	4-15
9	8-0
19//12	8-0
19/1/1	1-16
19/1/2	0-18

20//8/3	0-15
13/1	2-5
13/2	3-11
13/3	3-14
17/1	2-17
22//1/2	6-0
4/1	3-8
4/2	4-12
5	7-8
6	7-8
7	8-16
15	3-14
23//1	8-0
2/1	6-11
2/2	2-5
9	3-0
10	8-0
11	4-16
and Khasra No.24min	18-17
25min	12-19
26min	4-1
27	10-10
28	15-4
36	1-15
	(52.22 Acre)

The above said detail of the land was intimated to the land owners/Interested persons through notices u/s-9 of the L.A. Act and was read over to them, before the announcement of the award. None of the interested persons raised any

objections regarding the detail of the land under acquisition.

DEMAND OF THE LAND OWNERS AND OTHER INTERESTED PERSONS.

The notice u/s-9 of the Act were issued to the land owners and other interested persons for 03.8.04 to appear before the Land Acquisition Collector, Gurgaon, personally or through duly authorized agents to file their claims regarding the compensation and their objections if any, to the measurement of the land. The right holders claimed that the value of their land is more than Rs.25,000/- per Sq. yard. The right holders/interested persons who turned up for hearing did not submit any documentary proof in support of their contestations nor laid any evidences to substantiate the claim.

MARKET VALUE:-

In order to arrive at a conclusion about the market value of the land under acquisition. I have visited the land under acquisition and taken into consideration its location and

potentiality. To fixed the market value, Haryana Govt. has constituted a committee under Chairmanship of concerned Commissioner of the Division. The District Collector, Gurgaon was requested vide letter No. 13913 dated 15.10.03 to supply the market value price of land under acquisition. The rate was fixed by the Divisional level land Rate Fixation Committee, Gurgaon and the same was supplied by the Ld. District Collector, Gurgaon @ Rs.15,00,000/- per acre of all type of land vide letter No. 1430/DRA Dt. 26.7.05.

Keeping in view the above discussion and market rate intimated by the Ld. District Collector, Gurgaon I have come to the conclusion that the rates fixed by the Divisional land rates fixation committee, Gurgaon are just and fair. So, I award the same accordingly.

STRUCTURES/TUBEWELL:-

There are same structures/tubewell on the acquired land. The value of the structures/tubewell has not been assessed by the Executing Engineer, HUDA, Division No.II,

Gurgaon. So, the award could not be announced. After receipt of the assessment, the supplementary award would be announced.

CROPS & TREES:-

There were no trees and crops standing on the acquired land.

COMPULSORY ACQUISITION CHARGES:-

In addition to this, on account of compulsory nature of acquisition, 30% compulsory acquisition charge are allowed and additional amount on market value at the rate of 12% per annum will also be allowed under section 23(1-A) & 23(2) of L.A. Act., from the date of notification u/s 4 i.e. 03.3.2003 to the date of announcement of award i.e. 29.12.2005 as provided in the amended Land Acquisition Act, 1984.

INTEREST:

As the possession has been taken over after offering the amount of compensation of the land and the same has been handed over to the

representative of Estate Officer HUDA, Gurgaon, vide Rapat No. 217 Dated 29.12.2005, entered in the Roznamcha Wakayati Patwari Halka Adampur. Hence, no interest is payable to the land owners.

MODE OF PAYMENT:-

The payment will be made to the land owners and other interested persons according to their rights and shares as entered in the latest record of rights (Jamabandi) and keeping in view the mutations sanctioned thereafter. In case any dispute, arises, as to the apportionment of the compensation or any part thereof, the amount of compensation will be kept in L.A.C. account till the parties come to an amicable settlement. If the parties do not come to an amicable settlement, the dispute will be referred to the court of law for decision. The detail apportionment is given in award statement attached with the award file.

POSSESSION OF THE LAND:-

The possession of the land acquired vide this award, has been taken over after offering

amount of compensation of the land as per law vide Rapat No.217 dated 29.12.05 entered in the Roznamcha Wakayati of Patwari Halqua Adampur, Gurgaon, except of such land for which the land owners/interested persons have taken stay for dispossession from any court of law till today. The land thus acquired, of which the possession has been taken, vests in State of Haryana and on transfer now, vests in Haryana Urban Development Authority, free from all encumbrances from today i.e. 29.12.05.

CONCLUSION:-

Subject to the above fact this award stands as under:

Compensation for land	7,83,28,125/-
Compulsory acquisition charges @ 30% on item No.1 above.	2,34,98,437/-
Addl. amount @ 12% per annum from 3.3.2003 to 29.12.05 on item No.1 above u/s-23(1-A) of L.A.Act.	2,65,17,830/-

-----  
G.Total : 12,83,44,392/-

(Rs. Twelve Crore Eighty Three Lakhs Forty Four Thousand Three Hundred Ninety Two only).

Announced this 29th day of December 2005  
In the open court in the presence of the land  
owners/interested persons who appeared before me.  
The award is now filed in my office.

Place: Gurgaon  
Date: 29.12.2005

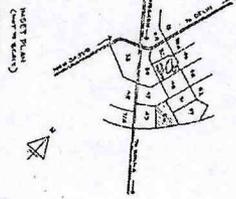
Sd/-  
Land Acquisition Collector,  
Urban Estates, Hr., Gurgaon.

TRUE COPY

ADVOCATE

# GURGAON

## LAYOUT PLAN DEMARCATION PLAN SECTOR-50



LEGEND

1. AREA OF ACQUIRED LAND 4500

2. AREA UNDER PLOTS 4400

3. AREA UNDER SHEDDING CENTRE 145

4. AREA UNDER HOUSES & GARAGES 145

5. AREA UNDER STAFF QUARTERS 300

6. AREA UNDER RECREATION GROUNDS 400

7. AREA UNDER WALKWAYS AND OPEN SPACES 800

### DETAILS OF AREA

CATEGORY	AREA IN SQ. METERS	PERCENTAGE OF TOTAL AREA	AREA IN ACRES
1. ACQUIRED LAND	4500	28	1100.0
2. UNDER PLOTS	4400	55	2784.0
3. SHEDDING CENTRE	145	10	415.0
4. HOUSES & GARAGES	145	5	162.0
5. STAFF QUARTERS	300	20	340.0
6. RECREATION GROUNDS	400	15	468.0
7. WALKWAYS & OPEN SPACES	800	25	197.0
<b>TOTAL</b>	<b>16290</b>	<b>100</b>	<b>4057.0</b>

DRG. NO. D/F/CO 1819/91 DT. 7-11-07

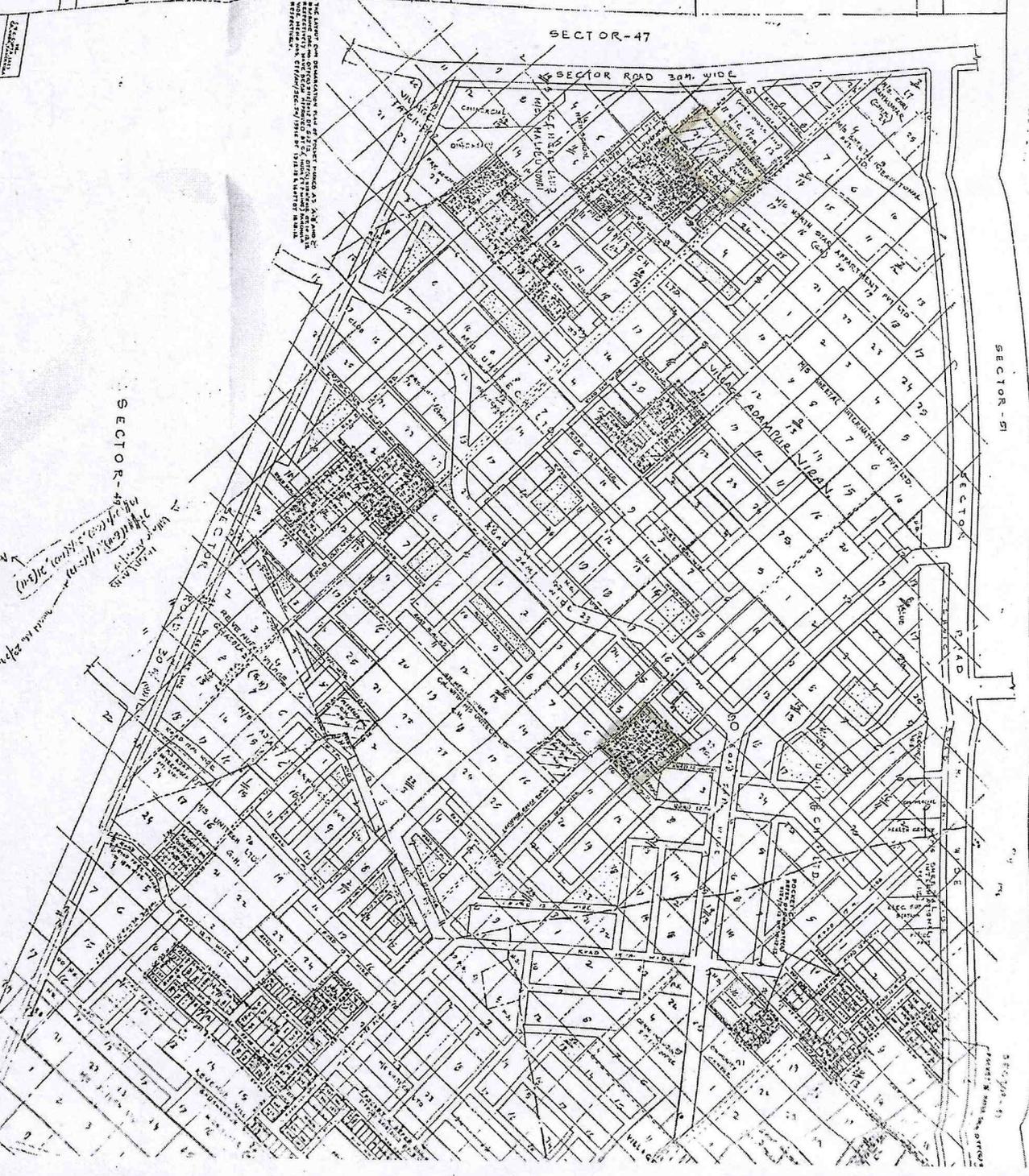
Scale: 1 cm = 50 m

Prepared by: [Name]

Checked by: [Name]

Approved by: [Name]

100% Scale



Annexure-R2



हरियाणा शहरी विकास प्राधिकरण  
OFFICE OF THE EXECUTIVE ENGINEER,  
HSVP DIVISION NO. VI, GURUGRAM  
M Block, South City-I, Near Plot No. M-217,  
Sector-41, Gurugram.  
xenhsvp6ggm@gmail.com,



To,

The Administrator  
HSVP (Legal Cell)  
Gurugram

Memo No. 213352

Dated 04/10/2023

Sub: OA No.543/2023 Rohit Thakran Vs State of Haryana & Ors. before National  
Green Tribunal, Principal Bench, New Delhi.

Ref: Your office E-mail dated 03.10.2023 at 10:02 AM.

In this regard, it is submitted that as per report of SDE of this office the development on Khasra No. 28 in Village Adampur Gram Panchayat, Jharsa in Sector-50, Gurugram i.e. Road, Water Supply, Sewerage and Storm Water Drainage was constructed/laid during the period of 2014.

As regards to Khasra No. 24, there exist a Mandir/Ashram and structure related to this religious building and no development has been carried out by HSVP. It is also added that the development work on adjoining plots to the Khasra No. 24 has also been carried out by HSVP during the year 2014.

This is for your information and further necessary action please.

Executive Engineer,  
HSVP, Division No. VI,  
Gurugram R

Endst. No. 213354, 213356

Dated 04/10/2023

A copy of above is forwarded to the following for information and necessary action please:-

1. The Superintending Engineer, HSVP, Circle-II, Gurugram w.r.t. his office E-mail dated 03.10.2023 at 10:11 AM.
2. The Sub Divisional Engineer, HSVP, Sub Division No. I, Gurugram w.r.t. his office letter No. 150 dated 04.10.2023.

Executive Engineer,  
HSVP, Division No. VI,  
Gurugram R



06/2010

Annexure-R4



03/2014

AMK/MSK-RS



08/2015

Answer A-6

Google Earth



04/2016

*Ameke-1-7*

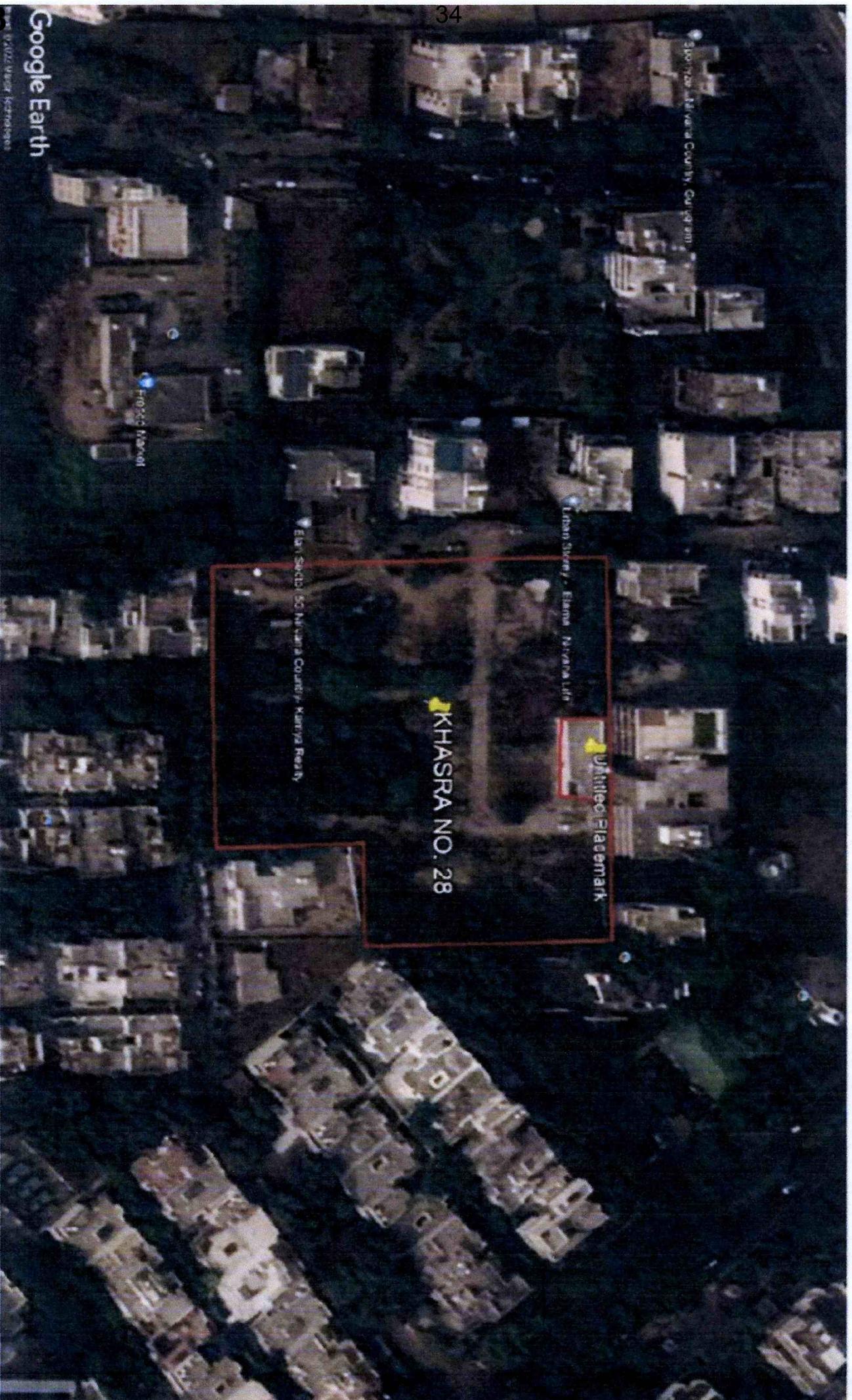
Google Earth

35

10000 S. Blinn Street - Spring, TX

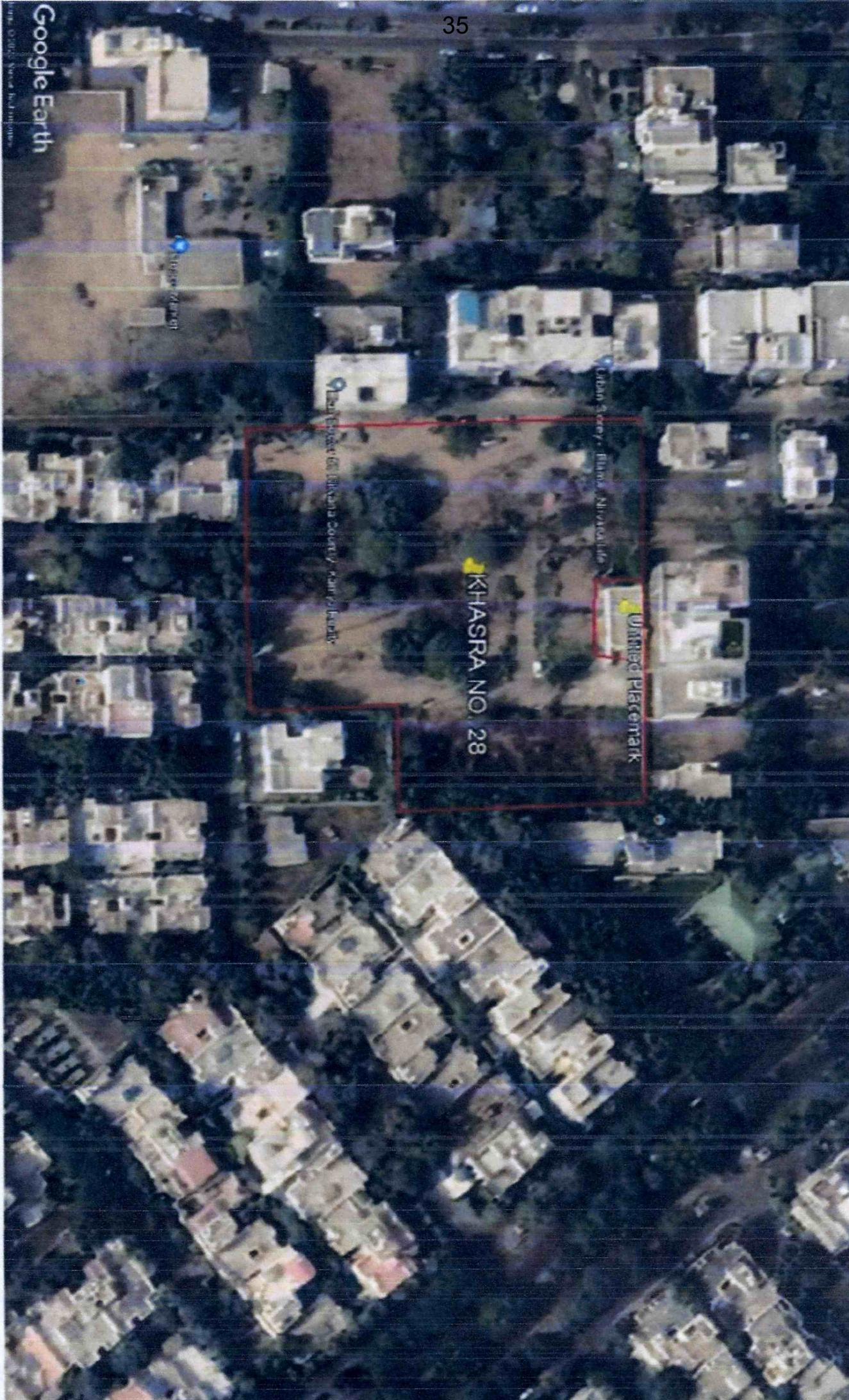
Urban Stormy - Blinn - 10000 S. Blinn

Elm Street - Blinn - 10000 S. Blinn



11/2018

Annexure-R-8



11/2019

Annexure-R-9

Google Earth



03/2021  
Annexure 12-10



## HARYANA SHEHRI VIKAS PRADHIKARAN

Registered

Estate Officer, EO HUDA GURGAON II  
Sector 56, Gurgaon, , Haryana,

## Form- E Auction

(Form of Allotment letter to be used in case of sale way of e-auction of  
Residential (Gen./GP/P/SP)/Commercial/Institutional sites)  
(See Regulation-6(2))

To

Sh./Smt. Gaja nand Agarwal  
d/o,s/o,w/o,c/o. Tara chand Agarwal  
Anaj Mandi Bahal Teh Loharu  
Dist Bhiwani Haryana 127028

Photograph of the  
Allottee(s)

Memo No. :- ZO002/EO018/UE029/GALOT/0000001790

Dated :- 24/01/2023

**Subject:- Allotment of Residential/Commercial/Institutional plot/site/building No.55 in sector 50, Urban Estate Gurg II on free hold basis.**

Please refer to your bid for (Residential) site/ building No. 55 in Sector 50, Urban Estate Gurgaon II, auctioned on 'as is where is' basis on dated 16/02/2022 and **Letter of Intent No. ZO002/EO018/UE029/LALOT/0000000078 dated 13/04/2022.**

1. Your bid for site/ plot/ building No. 55 in Sector 50, Urban Estate Gurgaon II has been accepted and the site/ plot/ building as detailed below, has been allotted to you on on free hold basis as per the following terms and conditions and subject to the provisions of the Haryana Shehri Vikas Pradhikaran Act, 1977 (hereinafter referred to as the Act) and the Rules/Regulations/Code/Instructions/guidlines/policies etc. applicable thereunder and as amended from time to time including the terms and conditions already announced at the time of auction and accepted by you.

Sector No.	Name of Urban Estate	Plot/ Building No.	Approximate dimension or description as notified at the time of auction	Area (In Sq. mtr.)	Price (In Rs.)
50	Gurgaon II	55	13.50 X 25.05	338.18	5,45,95,100.00

**(RS. FIVE CRORES FORTY-FIVE LAKHS NINETY-FIVE THOUSAND ONE HUNDRED RUPEES ONLY)**

2. The sum of Rs. 5,45,95,100.00 deposited by you as per the detail given below has been adjusted against the 100% of bid amount.

Validity unknown

Digitally Signed by  
JITENDER KUMAR  
as on 24/01/2023

Sr. No.	Mode of Payment	Receipt No./ Date	Amount
1	Application money	APP1 / 16/02/2022	5,45,95,10.00
2	Challan	BK004/R0030/WS/000061 5296 / 12/05/2022	8,18,92,65.00
3	Online	BK003/R0034/E7678 / 06/08/2022	94,63,25.00
4	Challan	BK004/R0030/WS/631420 / 06/08/2022	40,00,00,00.00

3. No addition or deletion in the name of allottee will be allowed except as per the HSVP Act/Revenue Act.

4. The possession of the plot/Building/site is hereby offered to you which will be delivered physically after your apply for the same. After taking the physical possession of the plot/Building/site by you, HSVP will not be responsible for any kind of encroachment and third litigation party pertaining to the plot/Building/site.

5. In case the possession of the plot/Building/site is not delivered by HSVP within 30 days after receipt of the application, HSVP will be liable to pay interest @5.5% (or as may be fixed by the Pradhikaran from time to time) on the amount deposited by you till the date of delivery of possession. However, such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession.

6. If due to stay by the court or litigation or any other circumstances beyond control i.e force majeure, HSVP is not able to deliver possession of the property within three months after deposit of full (100%) of the bid amount, the full amount deposited by the allottee shall be refunded back. The allottee/bidder will not have any claim, on this property or any other property of the HSVP.

7. Wherever, in case you surrender the site at any time, the refund will be allowed after forfeiting the amount as detailed in the following table:-

Sr. No.	Time period after date of allotment	Amount of allotment/bid price to be forfeited
1	Within one year	15%
2	After one year but before two years	25%
3	After two years but before three years	35%
4	After three years	50%

Validity unknown

Digitally Signed by  
JITENDER KUMAR  
as on 24/08/2023

However, HSVP shall have right to reject surrender application without assigning any reason. The up to date amount of interest and penalty, if any outstanding against the above plot/site/building will be deducted separately and balance payment will be made you. However, no interest shall be payable on such amount to be refunded. The amount of refund will be made by HSVP within 30 days from date of application of surrender. In case, payment is not refunded within 30 days, HSVP shall pay interest at the current SBI MCLR rate from the date, such refund is due.

The plot/site once surrendered shall not be restored under any circumstances, provided that, if application for withdrawal of surrender is made online before the refund is made/dispatched.

8. The request for surrender has to be submitted online on the HSVP website by using the login id and password allotted by the HSVP. Surrender by any other mode shall not be acceptable.

9. The condition for construction of building on the auctioned property shall be governed by the Architectural control or zoning plan of the property prepared in accordance with the Haryana Building Code, 2017 as amended from time to time. The building shall be constructed after getting the building plans sanctioned from the Estate Officer, HSVP concerned. The allottee shall not make any alteration/addition to the structure constructed on the property without prior/explicit written permission of the Estate Officer HSVP concerned. Any violation of the provisions of Haryana Building Code-2017 and the Architectural control shall attract action as per provisions of HSVP Act-1977.

10. Further, the request of allottee for grant of extension in time period for completing construction shall be considered under HSVP extension policy No. 43461-62 dated 06.03.2019 (as amended from time to time).

11. In the event of breach of any condition, the Estate officer, HSVP concerned may resume the site in accordance with the provision of section 17 of the Act and the money deposited shall be refunded back after forfeiting 10% of the bid amount alongwith the interest and other dues payable upto the date of resumption. No interest will be paid on the amount to be refunded.

12. Upon resumption, you will be free to remove the structure/debris/fixtures, if any, within a period of three months of resumption order at your own cost, failing which it shall be removed by HSVP at your cost. The balance amount will be refunded after adjusting the cost of removal of structure/debris/fixtures etc., if any.

13. The site/plot/building shall continue to belong to HSVP untill all the outstanding amount alongwith interest and other amount dues to HSVP against the above site/plot/building is paid and deed of conveyance in your favour executed. You shall have no right to transfer the site or create any right/title/interest thereon without prior written permission of the Estate Office, HSVP concerned even after execution of Deed of Conveyance. You may, however, mortgage or create any right/ interest on the site only to secure the loan amount against or towards payment of the price including dues etc., of the plot but prior written permission of Estate Officer, HSVP concerned shall be required.

Validity unknown  
Digitally Signed by  
JITENDER KUMAR  
as on 24/01/2023

14. This allotment letter is further subject to terms and conditions of Permission to Mortgage issued vide letter no. ZQ002/EQ018/UE029/MORTG/000000 dated 04/08/2022 in favour of ICICI BANK LTD SCO 10 SECTOR 14 HISAR 125001 (Name of bank).
15. On payment of outstanding dues, if any, you shall get the deed of conveyance executed in your favour in the prescribed form and in such manner as may be directed by the Estate Officer, HSVP concerned. The deed of conveyance shall be executed within one year of making payment of full price of the site/plot/building. The charges for the registration and stamp duty will be paid by the allottee.
16. The coverage (passage/verandah) in front of the site of booth/kiosks/Double Storey Shop/SCO/SCOF etc. shall not be allowed for any other purpose other than for the public passage.
17. The plot/site/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 on any land/building. However, as per Haryana Urban Development Authority (Disposal of Land and Buildings) Regulations, 1978 and policies issued there-under (as amended from time to time), non nuisance professional consultancy services are permitted in the residential plots.
18. The plot/site/building shall not be subdivided or fragmented under any circumstances.
19. You shall have to pay all general and local taxes or cess imposed on the said plot/site/building as applicable from time to time.
20. You shall have to pay cost of construction material, bricks, structures and compound wall etc. existing in plot/site/building at the time of allotment of which compensation has been assessed and paid by the Pradhikaran, if allottee wants to make use of the same.
21. The pradhikaran will not be responsible for leveling the uneven site as the site/plot/building has been auctioned on 'As is where is basis'.
22. The Pradhikaran reserves to itself all mines and minerals whatever 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 all such times in such manner as the Pradhikaran 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, construct 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 Pradhikaran such payment for the occupation by the Pradhikaran of the surface and for the damage done to the surface or building on the said land by such works or working or letting down as may be agreed upon between you and the Pradhikaran or failing such agreement as shall be ascertained by reference to Arbitration.
23. The Pradhikaran through its officers and servants at all responsible and in a reasonable manner after giving minimum 24 hours notice in writing, except on any part of the said site / plot / building constructed thereon for the purpose of ascertaining that

Validity unknown  
 Digitally Signed by  
 JYENDRE KUMAR  
 as on 24/01/2023

the allottee has duly performed and observed the conditions to be observed under the Rule/Regulations applicable under the said HSVP Act, 1977 as amended from time to time.

24. The Pradhikaran shall have full rights, power 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 things and all cost incurred in connection there-with or in any way relating thereto.

25. All disputes and differences arising out of or in any way touching or concerning this allotment whatsoever shall be dealt as per the provisions of the Arbitration and Conciliation Act-1996.

Date: 24/01/2023

Place:EO HUDA GURGAON II

Estate Officer  
HSVP, EO HUDA  
GURGAON II

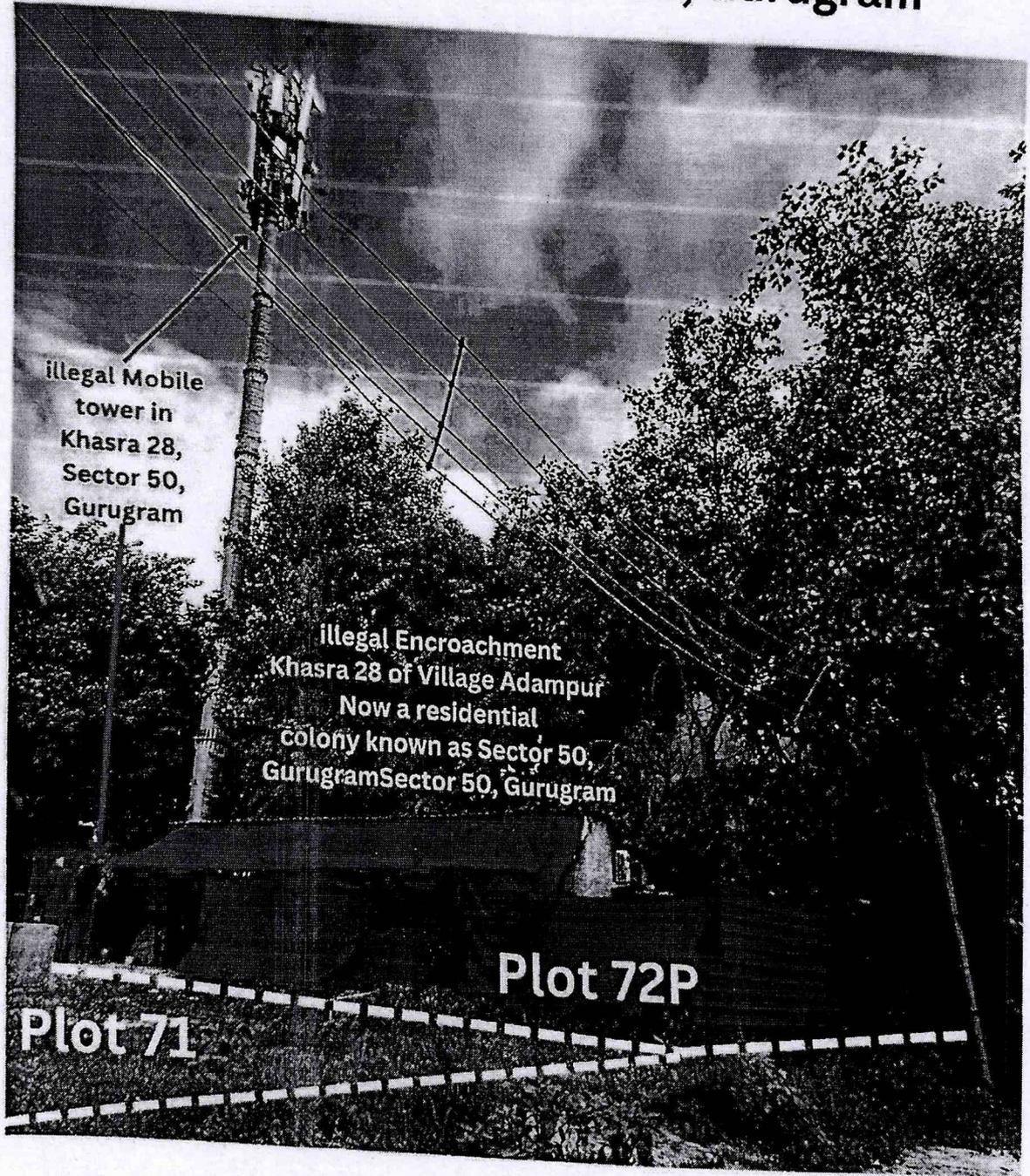
Name in Block letter:

Official Stamp

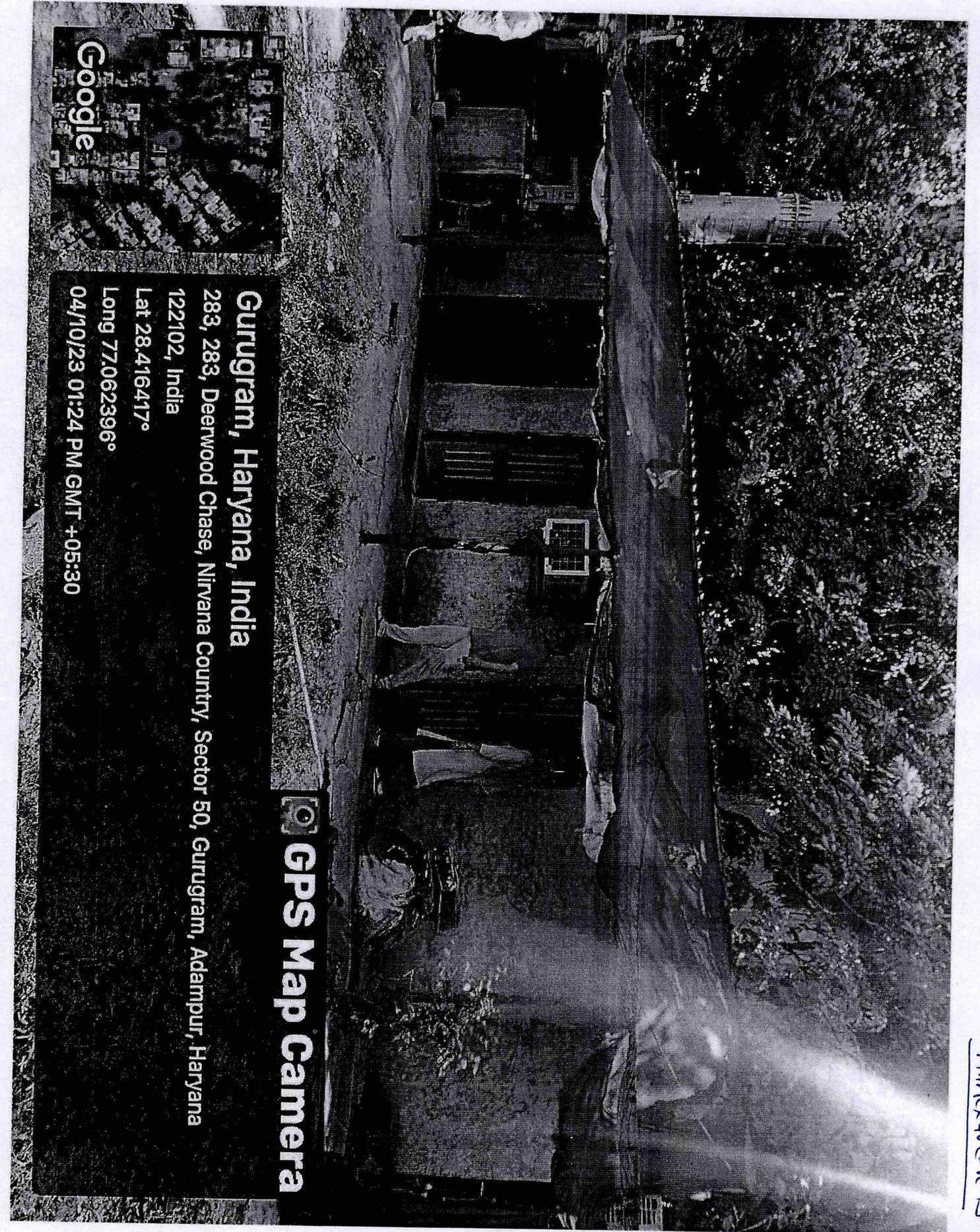
Validity unknown

Digitally Signed by  
JITENDER KUMAR  
as on 24/01/2023

**illegal Mobile Tower and Encroachment  
on Khasra 28 of Village Adampur Now a residential  
colony known as Sector 50, Gurugram**



Annexure-R-13



 **GPS Map Camera**

**Gurugram, Haryana, India**

283, 283, Deerwood Chase, Nirvana Country, Sector 50, Gurugram, Adampur, Haryana

122102, India

Lat 28.416417°

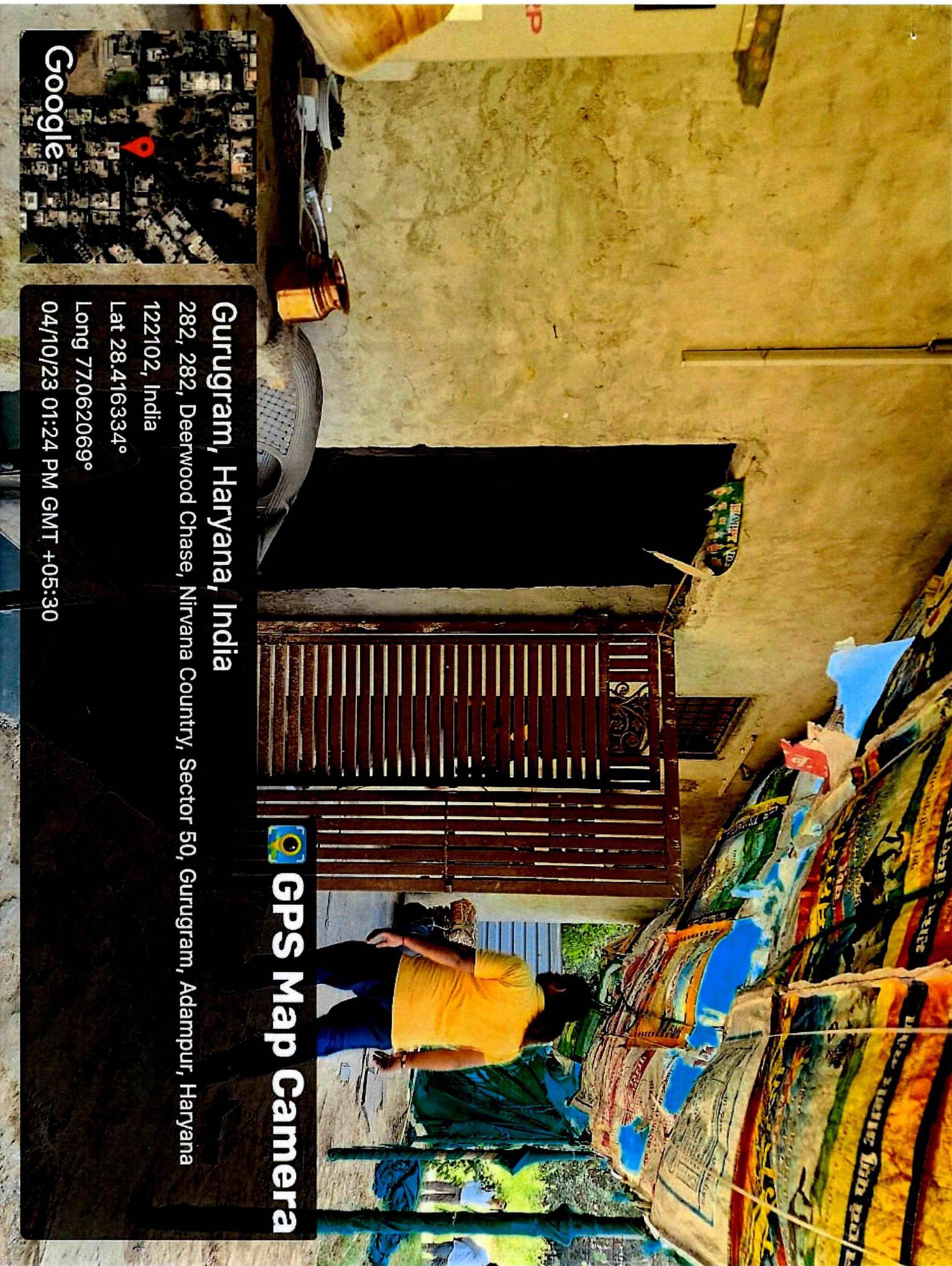
Long 77.062396°

04/10/23 01:24 PM GMT +05:30



**Report of  
Unauthorized  
construction  
and  
Encraochment  
at Khasra 28,  
Sector 50,  
Gurugram**





**Gurugram, Haryana, India**  
282, 282, Deerwood Chase, Nirvana Country, Sector 50, Gurugram, Adampur, Haryana  
122102, India  
Lat 28.416334°  
Long 77.062069°  
04/10/23 01:24 PM GMT +05:30

 **GPS Map Camera**