

(2022-1)205 PLR 273

PUNJAB AND HARYANA HIGH COURT

Before: Mr. Justice Tejinder Singh Dhindsa and Mr. Justice Vivek Puri.

PAWAN KUMAR BHASIN – Petitioner,

versus

STATE OF HARYANA and others – Respondents.

CWP No.19792 of 2021 (O&M)

Vivaadon Ka Samadhan Scheme - A concession has been granted in favour of the "Allottee" and who happens to be in default as on 30.06.2021 towards plot cost, enhanced cost and maintenance charges in respect of industrial plots apart from other categories of plots - Petitioner had only made a 02 % deposit which entitled him to participate in the E-auction process - What essentially is being sought from us is to read an additional concession into the Vivaadon Ka Samadhan scheme - The same would not be permissible.

Mr. Arvind Rajotia, for the petitioner.

Tejinder Singh Dhindsa J. (Oral) - (30th September, 2021) – This case has been taken up through Video Conferencing via Webex facility in the light of Pandemic Covid-19 situation and as per instructions.

2. As per pleadings on record petitioner had participated in an E-auction process conducted by the Haryana State Industrial and Infrastructure Development Corporation (HSIIDC) in November 2020. It has been asserted that petitioner was the highest bidder for an industrial plot measuring 1012.50 sq.meter at IMT Kharkhoda as he had given a bid of Rs.17,405/- per Sq.meter.

3. Appended alongwith the petition is an email dated 16.03.2021 issued by HSIIDC calling upon the petitioner to make good 10% price of the plot by 19.03.2021.

4. It is the case of the petitioner himself that he had only deposited the 02 % initial deposit and the balance 08% was not made good within the stipulated time frame.

5. Instant writ petition has been filed seeking a mandamus that an opportunity be granted to the petitioner to deposit the balance 08 % amount in the light of email dated 16.03.2021 (Annexure P-1).

6. In support of the prayer made in the petition, counsel has also placed reliance upon a Vivaadon Ka Samadhan scheme that had been introduced by the respondent-State and

which as per counsel would even apply to the respondent-Corporation. Heavy reliance is placed upon Clause 1 of the terms and condition of such scheme and which reads as follows :-

“This scheme shall be applicable only on amount in default as on 30.06.2021 towards Plot Cost, Enhanced Cost & Maintenance Charges in respect of Industrial Plots, Residential Plots, Institutional Plots, Commercial Plots and Group Housing. The interest/penal interest on the default amount chargeable from the allottee has been frozen as on 30.06.2021 under the scheme, the waiver shall be allowed @ 25% of overdue interest as on 30.06.2021 and 100% waiver of penal interest (2%, 3% and 4% as the case may be) in case the allottee clears entire overdue amount as on 30.06.2021 towards Plot cost, Enhanced cost and Maintenance charges.”

7. Counsel further submits that the default in depositing the 08% amount had occurred on account of the Covid pandemic as the petitioner was under some kind of financial distress.

8. We have heard counsel at length and have perused the pleadings on record.

9. The Clause 1 of the terms and conditions contained in the Vivaadon Ka Samadhan scheme is couched in clear and categoric terms.

10. A concession has been granted in favour of the “Allottee” and who happens to be in default as on 30.06.2021 towards plot cost, enhanced cost and maintenance charges in respect of industrial plots apart from other categories of plots.

11. The word “Allottee” as appearing in clause 1 of the terms and conditions has to be assigned a meaning. In the facts of the present case, petitioner had only made a 02 % deposit which entitled him to participate in the E-auction process. He having submitted the highest bid was obligated to make good the balance 08% amount by 19.03.2021.

12. Concededly he failed to do so. As a direct consequence thereof, no letter of intent/letter of allotment was issued in favour of the petitioner. There would be no doubt that petitioner cannot be construed as an allottee to avail of the benefit as contained in Clause No.1 of the Vivaadon Ka Samadhan scheme, which has been reproduced hereinabove.

13. The contention raised by counsel with regard to the Covid Pandemic and to assert that if a certain concession is being given to allottees who had deposited 10% amount, such concession should not be denied to the petitioner who was the highest bidder and had made a predeposit of 02 %, fails to impress us. The Vivaadon Ka Samadhan scheme is a concessional scheme in itself. What essentially is being sought from us is to read an additional concession into the Vivaadon Ka Samahan scheme. The same would not be permissible.

14. We may also observe that such one time settlement scheme/Vivaadon Ka Samadhan schemes etc. are essentially within the domain of policy decision making of the State Government. It would not be open for us in exercise of our extraordinary writ jurisdiction under Article 226 of the Constitution of India to re-write any term and condition of such

scheme.

15. For the reasons recorded above, we do not find any merit in the petition.

16. Petition dismissed.

Sd/- Vivek Puri, J.

R.M.S.

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Petition dismissed.