



RSA-4726-2017 (O&M)

Sr.No.273

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

**RSA No.4726 of 2017 (O&M)
Decided on : 14.07.2025**

Roopnagar Improvement Trust

...Appellant

Versus

Pritpal Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present:- Mr. Vansh Chawla, Advocate for
Mr. G.S. Attariwala, Advocate
for the appellant.

Mr. A.S. Gultati, Advocate
for the respondent.

PANKAJ JAIN, J. (ORAL)

CM No.12578-C-2017

This is an application for condonation of delay of 248 days in filing the appeal.

For the reasons stated in application, this Court is satisfied that the applicant/appellant has shown sufficient cause to condone delay in filing the appeal. Application stands allowed. Delay of 248 days in filing the appeal is condoned.

**RSA-4726-2017 (O&M)****Main Case**

Defendant is in second appeal. For convenience, the parties are being referred to by their original position in the suit i.e. the appellant as defendant and respondent as plaintiff.

2. Plaintiff filed suit for recovery of Rs.1,22,180/- (Rupees One Lakh Twenty-Two Thousand One Hundred & Eighty Only) along with interest @ 18% per annum, from the date of deposit of the amount by plaintiff with the defendant till final payment to the plaintiff, claiming that the demand raised by defendant vide communication dated 29.09.2011 is illegal, null and void and has no effect on the rights of plaintiff.

2.1. The issue relates to demand of non-construction charges raised by appellant/defendant from the plaintiff regarding Plot No.32 measuring 200 sq. meter, situated in Roopnagar. The plot in question was allotted by defendant- Roopnagar Improvement Trust to one Bhalindera Singh son of Sh. Supindra Singh, vide Allotment Letter No.2517 dated 19.08.1993. Bhalindera Singh transferred the said plot in favour of plaintiff. Defendant vide letter dated 25.03.2002 called for completion of construction by 31.12.2002. As per the plaintiff, he immediately applied for sanction of the site plan. The same was sanctioned on 02.04.2002. Plaintiff completed construction in the month of August, 2002 and thereafter applied for water, sewerage and electric connection. The electricity connection was released on 11.09.2002. Plaintiff claims that the construction was completed before the stipulated date i.e. 31.12.2002 and the defendant-Trust was informed regarding the same. At the

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time of execution of sale deed in his name, the defendant raised a demand of Rs.1,17,180/- (Rupees One Lakh Seventeen Thousand One Hundred & Eighty Only) from the plaintiff vide letter dated 29.09.2011, which included non-construction charges from the year 2001 to 2003 i.e. Rs.54,000/- towards non-construction fee and Rs.62,180/- towards interest thereupon.

2.2. Plaintiff claims to have deposited the said amount under protest on 29.09.2011 itself. By way of present suit, the said demand has been challenged and recovery has been prayed for. Suit was contested by defendant-Trust. It was admitted that water supply connection was obtained by plaintiff in the year 2002 and the sewerage connection was sanctioned on 29.04.2003. On merits, it was claimed that the non-construction charges has been rightly imposed and demanded.

2.3. On the basis of pleadings, the Court of First Instance framed following issues:-

1. *Whether the plaintiff is entitled for the recovery of suit amount of Rs.1,22,180/- along with interest at the rate of 18% from the date of deposit with the defendant till final payment as prayed for? OPP*
2. *Whether the letter No.1272 dated 29.09.2011 is illegal, null and void and having no effect on the rights of the plaintiff? OPP*
3. *Whether the suit of the plaintiff is not maintainable as no notice under Section 98 of the Punjab Town and Improvement Act has been served upon the defendant before filing the suit? OPD*

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4. *Whether the plaintiff has not come to the Court with clean hands and suppressed the material facts from the Court? OPD*
5. *Whether the plaintiff is estopped by his own act and conduct to file the present suit? OPD*
6. *Relief.*

2.4. The Courts below after analyzing the entire evidence came to the conclusion that defendant-Trust vide letter Ex.P1 called for completion of construction upto 31.12.2002. However, as per Ex.P12, a notification was issued by the Government of Punjab declaring that the construction of plot has to be completed within two years of laying of basic infrastructure. Once the entire construction of plaintiff was completed in the month of August, 2002, the demand raised vide communication dated 29.09.2011 for non-construction charges for the year 2001 to 2003, cannot be sustained.

3. Counsel for the appellant-Trust has emphatically argued that there is nothing on record to prove that the non-construction fees could not be charged for the year 2001-2003, yet the Courts below have decreed the suit filed by plaintiff.

4. I have heard counsel for the parties and have carefully gone through records of the case.

5. Communication Ex.PW12/B has been proved on record whereby a policy decision taken by State of Punjab and was communicated that the allottees are required to raise construction over the plot within two years of providing of basic infrastructure i.e. laying water lines, sewerage lines and construction of approached roads by the nodal agencies like appellant. As per



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Ex.P13, water supply from the tubewell started only in August, 2001. Ex.P1, whereby the plot was transferred in favour of plaintiff, a condition was imposed asking him to raise construction by 31.12.2002. The plaintiff purchased the plot on 25.03.2002. The site plan was sanctioned on 02.04.2002. Plaintiff completed construction in the month of August, 2002 and thereafter applied for water, sewerage and electric connection. Even the sewerage connection was sanctioned in April, 2003. Once vide Ex.P1 the defendant themselves transferred the plot in favour of plaintiff on the condition that he shall complete the construction by December, 2002, counsel for the appellant could not point out as to how non-construction fee for the years 2001 and 2002 can be charged from the respondent.

6. In view of above, this Court finds no ground to interfere with the concurrent findings given by the Courts below decreeing the suit filed by plaintiff.

7. Finding no merits in the present appeal, same is ordered to be ***dismissed***.

8. Pending application(s), if any, shall also stand disposed off.

**(PANKAJ JAIN)
JUDGE**

July 14, 2025
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No