IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-778-2025 (O&M)
Decided on: 22.04.2025

ABDUL RASHID KHAN & ORS.

….Petitioners.

versus

STATE OF HARYANA & ORS

….Respondents.

CORAM: **HON'BLE MR. JUSTICE SUDHIR SINGH**
HON'BLE MR. JUSTICE ALOK JAIN

Present:- Mr. Arjun Dhingra, Advocate for the petitioners.

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SUDHIR SINGH, J.

The petitioners have sought issuance of a writ in the nature of Mandamus directing the respondent-authorities to issue them allotment letters as per the rehabilitation scheme of Haryana Shahri Vikas Pradhikaran (HSVP). A further writ of Mandamus has been sought directing the respondents to decide the legal notice dated 01.08.2024 (Annexure P-12) within the time bound manner.

2. Served with the advance copy of the writ petition, Mr. Gourav Bansal, DAG, Haryana appears for the respondent-State whereas Mr. Ankur Mittal, Advocate along with Ms. Saanvi Singla, Advocate appears on behalf of respondents-HSVP and submit that as per the contents of the writ petition itself, the matter pertains to the alleged approved scheme by Haryana Urban Development Authority in the year 1989-91. He further submits that the claim of the petitioners suffers from delay and laches.

3. We have gone through the writ petition. As per the averments made in the writ petition, the petitioners claim themselves to have been engaged by the respondent-authorities for the construction activities. It is the case of the petitioners that pursuant to the death of one of their colleagues and injuries suffered by the other 50-55 workers, the respondent-authorities had decided to give job to the wife of the deceased worker, whereas the petitioners were to be given plots measuring 36 square yards each, as per the scheme approved by the respondent-authorities in the year 1989-91. Still further, it is the case of the petitioners that they have served upon the respondent-authorities a legal notice dated 02.04.2023, but the said notice has not been decided by the respondent-authorities till date.

4. The alleged claim pertains to the year 1989-91. The petitioners have maintained a complete silence for nearly 33 years and woke up from their slumber only on 02.04.2023, when they served upon the respondent-authorities the aforesaid legal notice in respect of their grievance(s).

5. It is settled law that the delay is genus to which laches and acquiescence are species. It is further settled that the delay disentitles a party to the discretionary relief under the Article 226 of the Constitution of India. If a litigant keeps sleeping over his rights for a long period and wakes up when he does have an impetus either from the judicial verdict of the Court or otherwise, such litigant is not entitled to any relief. The Hon'ble Supreme Court in **Union of India v. N. Murugesan**, **(2022) 2 SCC 25** has held as under:-

> "**Delay, laches and acquiescence**
> **20.** The principles governing delay, laches, and acquiescence are overlapping and interconnected on many occasions.

However, they have their distinct characters and distinct elements. One can say that delay is the genus to which laches and acquiescence are species. Similarly, laches might be called a genus to a species by name acquiescence. However, there may be a case where acquiescence is involved, but not laches. These principles are common law principles, and perhaps one could identify that these principles find place in various statutes which restrict the period of limitation and create non-consideration of condonation in certain circumstances. They are bound to be applied by way of practice requiring prudence of the court than of a strict application of law. The underlying principle governing these concepts would be one of estoppel. The question of prejudice is also an important issue to be taken note of by the court.

Laches

21. The word "laches" is derived from the French language meaning "remissness and slackness". It thus involves unreasonable delay or negligence in pursuing a claim involving an equitable relief while causing prejudice to the other party. It is neglect on the part of a party to do an act which law requires while asserting a right, and therefore, must stand in the way of the party getting relief or remedy.

22. Two essential factors to be seen are the length of the delay and the nature of acts done during the interval. As stated, it would also involve acquiescence on the part of the party approaching the court apart from the change in position in the interregnum. Therefore, it would be unjustifiable for a Court of Equity to confer a remedy on a party who knocks its doors when his acts would indicate a waiver of such a right. By his conduct, he has put the other party in a particular position, and therefore, it would be unreasonable to facilitate a challenge before the court. Thus, a man responsible for his conduct on equity is not expected to be allowed to avail a remedy.

23. A defence of laches can only be allowed when there is no statutory bar. The question as to whether there exists a clear case of laches on the part of a person seeking a remedy is one of fact and so also that of prejudice. The said principle may not have any application when the existence of fraud is pleaded and proved by the other side. To determine the difference between the concept of laches and acquiescence is that, in a case involving mere laches, the principle of estoppel would apply to all the defences that are available to a party. Therefore, a defendant can succeed on the various grounds raised by the plaintiff, while an issue concerned alone would be amenable to acquiescence.

Acquiescence

24. We have already discussed the relationship between acquiescence on the one hand and delay and laches on the other.

25. Acquiescence would mean a tacit or passive acceptance. It is implied and reluctant consent to an act. In other words, such an action would qualify a passive assent. Thus, when acquiescence takes place, it presupposes knowledge against a particular act. From the knowledge comes passive acceptance, therefore instead of taking any action against any alleged refusal to perform the original contract, despite adequate knowledge of its terms, and instead being allowed to continue by consciously ignoring it and thereafter proceeding further, acquiescence does take place. As a consequence, it reintroduces a new implied agreement between the parties. Once such a situation arises, it is not open to the party that acquiesced itself to insist upon the compliance of the original terms. Hence, what is essential, is the conduct of the parties. We only dealt with the distinction involving a mere acquiescence. When acquiescence is followed by delay, it may become laches. Here again, we are inclined to hold that the concept of acquiescence is to be seen on a case-to-case basis."

6. In view of the above, we find no merit in the present writ petition and the same is hereby dismissed.

7. Pending application(s), if any, shall also stand disposed of.

(SUDHIR SINGH)
JUDGE

(ALOK JAIN)
JUDGE

22.04.2025
himanshu
Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No