



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

(145)

CWP-9600-2025 (O&M)

Date of Decision:-**19.05.2025**

Kusum Lata

... Petitioner

Versus

State of Haryana and Ors.

... Respondents

..-

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

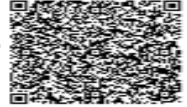
Present : Mr. Viren Sibal, Advocate
for the petitioner.

ALOK JAIN, J.

1. The Present writ petition has been filed for issuance of writ in the nature of mandamus directing respondents to de-notify/de-license land in dispute belonging to petitioner wrongly included in licence no. 67 of 1992 and for quashing of order dated 18.12.2024 (Annexure P-7) passed by the Respondent no. 2 /DTCP.

2. Succinctly, facts of the case which led to the filling of the present petition are as follows:

- a) The petitioner inherited 6 Kanal 3 Marla agricultural land from her father, which was originally leased through duly executed Lease Deed dated 19.02.1966, which specifically conveys ownership and possession rights for 99 years. The fact of ownership has been included in the revenue record i.e, Jamabandi for the



year 1990-1991, 2000-2001 and 2015-2016 as owner through inheritance after death of petitioner's father.

- b) Petitioner executed a sale deed through GPA Surjit Singh in the favour of Akhileshwar Singh for land measuring 3 Kanal 3 Marla vide Vasika No. 6374 date 29.08.2018 in Bahi no. 1 Jild No. 7 Page No. 193.5 before Sub Registrar Faridabad and possession of the said land has been transferred to the purchaser.
- c) The land in Mustil No. Kila No. 23/2 (4-0) and 24/1 (1-17) in Village Ismailpur, under the possession of petitioner was demarcated by the Halqa Girdawar vide report dated 03.03.2023 to Tehsildar.
- d) However, the petitioner later came to know that land measuring 3 Kanals had been included within the licensed area of M/s Durga Builders Pvt. Ltd. Consequently, the STP and DTP Enforcement, Faridabad, restrained the petitioner from carrying out construction activities or enjoying the property. In response, the petitioner submitted a representation on 11.07.2023 to the Director, Town and Country Planning, Haryana, Chandigarh, and the Senior District Town Planner, Sector 12, Faridabad, requesting that the petitioner's land be de-licensed from License No. 67 of 1992.



- e) When the respondents failed to act upon the representation, the petitioner approached this Hon'ble Court by filing CWP No. 14045 of 2024, which was disposed of vide order dated 31.05.2024, with a direction to the competent authority to decide the representation after affording an opportunity of hearing to the petitioner.
- f) Pursuant to the directions of this Court, Respondent No. 2 passed the impugned order dated 18.12.2024, rejecting the petitioner's claim on the grounds of delay in raising objections to the grant of the license. It was also stated that the matter concerning the entire colony is currently pending adjudication before the Hon'ble Apex Court.

3. Aggrieved by the order passed by the respondent-authority, the petitioner approached this court again with the aforesaid mentioned prayer.

4. Learned Counsel for the Petitioner raised his argument that the petitioner is the lawful owner of the land through a lease deed dated 19.02.1966, which was executed for a period of 99 years until the year 2064. It is further argued that there is no provision under the Haryana Development and Regulation of Urban Area Act 1975, or its rules, which allows to issue license to colonizers without verification of the ownership documents. License obtained by M/s Durga Builders Pvt. Ltd. including the land of the petitioner was without any consent.



5. The counsel further argued that the respondent-authorities granted the license by completely overlooking the statutory provisions as well as the existing rights of the petitioner, which resulted into gross mischarge of justice and abuse of administrative discretion. The petitioner never executed any sale deed or conveyance deed in favour of M/s Durga Builders.

6. No other argument is put forth by the learned Counsel.

7. Heard learned counsel for the petitioner at length and perused the relevant record.

8. The short issue raised by the petitioner in the present writ petition is *qua* the fact of wrongful inclusion of petitioner's land in License No. 67 of 1992 granted to M/s Durga Builders Pvt. Ltd., and subsequently, respondent-authority refused to de-license the same. The impugned order dated 18.12.2024 passed by the DTCP is primarily based on the ground of inordinate delay in raising the grievance and pendency of litigation regarding the colony in question before the Hon'ble Supreme Court.

9. At the outset, it is observed that the License in question was issued in the year 1992, while the petitioner, for the very first time made representation seeking de-licensing only in July 2023, i.e., after more than 30 years. Even if it presumed that the petitioner was not directly aware of the inclusion of her land in the licensed colony, the fact of constructive knowledge over such a prolonged period cannot be overlooked.

10. The absence of any timely objection by the petitioner clearly indicates towards the lack of diligence on the part of petitioner. The Courts have consistently upheld the principle of *Vigilantibus non dormientibus jura*



subveniunt, so as to avoid unnecessary and time barred litigations. Merely raising contention that the land was wrongly included without verification of ownership documents does not absolve the petitioner of the duty to act diligently and approach the appropriate forum at the relevant time. The present writ petition, filed in 2025, surprisingly challenged the administrative action taken in 1992. Moreover, there is nothing satisfactory or explanatory coming forth for the delayed action taken by the petitioner.

11. Moreover, it has rightly been noted in the impugned order that there is a considerable delay on the part of the petitioner in approaching to the authorities and being the matter related to entire colony is already sub-judice Hon'ble Apex Court. Resultantly, any conflicting adjudication by this Court at this stage would not be appropriate. Judicial discipline warrants that this Court refrains from interfering in matters pending final adjudication before the Hon'ble Supreme Court. In view of the above, this Court is of the considered opinion that the petitioner is guilty of gross delay and laches. Moreover, the petitioner was fully aware of the fact that the appropriate remedy before the Civil Court was already barred by limitation, despite this, the petitioner has now invoked the extraordinary writ jurisdiction to circumvent the statutory bar. The settled principle of law on the delay and laches is well explained and reiterated by the Hon'ble Supreme Court in **Union of India v. N. Murugesan, (2022) 2 SCC 25**, the relevant extract is read 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.”

12. Considering the facts and circumstances, this court does not find any plausible reason and satisfactory explanation that deserves interference by this Court under Article 226/227 of the Constitution. Entertaining such stale claims, would set a bad precedent and disrupt settled positions of law.



13. Further, this Court is also of the view that the present writ petition is an abuse of process in filing a frivolous litigation consuming the precious judicial time and resources. Considering the facts and the circumstances of the matter, the present writ petition stands dismissed on the ground of delay and laches.

14. Pending miscellaneous application(s), if any, are disposed of accordingly.

**(SUDHIR SINGH)
JUDGE**

**(ALOK JAIN)
JUDGE**

19.05.2025
Gaurav Sorot

Whether reasoned / speaking?

Yes / No

Whether reportable?

Yes / No