

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

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**CWP-6079-2025 (O&M)**  
**Date of decision: 25.08.2025****RAM SAWRUP THROUGH LRs****... Petitioners****Versus****STATE OF HARYANA AND OTHERS****...Respondents****CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL**  
**HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

Present: Mr. Vijay Pal, Advocate for the petitioners.

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**ANUPINDER SINGH GREWAL, J. (Oral)**

The petitioner has challenged the orders dated 24.01.2019 (Annexure P-6), 29.06.2022 (Annexure P-9) and 23.05.2023 (Annexure P-11), whereby the plot allotted to the petitioner has been resumed and the revision filed thereagainst has been dismissed.

2. Learned counsel for the petitioner submits that the petitioner was unable to pay the installments due to multiple financial crises and losses in business due to Covid-19 pandemic, whereas, now the petitioner is ready and willing to pay the amount along with interest and penalty. Thus, he submits that the resumption order has been passed without any basis.

3. Issue notice to the respondents.

4. Mr. Anant Kataria, DAG, Haryana, accepts notice on behalf of the respondent-State and Mr. Ankur Mittal, Advocate, Ms. Kushaldeep Kaur and Ms. Saanvi Singla, Advocates, accept notice on behalf of the respondent-HSVP.



Learned counsel for the respondent-HSVP submits that the petitioner did not make the payments due, despite several notices having been issued to him. As many as seven notices were issued directing him to make the payment and a penalty was also imposed but neither did the petitioner deposit the outstanding amount nor did he appear before the authority or file a response to any of the notices.

5. Heard.

6. The plot was allotted in the year 2010 to the original allottee namely, Sh. Varun. He, thereafter, transferred the ownership in favour of the petitioner in the year 2011. The original allottee had only deposited the initial 10% and 15% (total 25%) of amount towards the plot. The re-allotment letter was issued to the petitioner on 07.06.2011 along with the payment/installments schedule, which started from 21.10.2011 upto 20.10.2016 along with interest @12% per annum. Clause 4 of the terms and conditions stipulates that in case the payment is not made on the due date, then additional interest shall be incurred on the installments and thereafter, resumption proceedings would commence under Section 17 of the Haryana Urban Development Authority Act, 1977 (hereinafter referred to as the 'HSVP Act'). The petitioner is stated to have not made any payment whatsoever towards the cost of the plot/installments. In the instant case, the payment, if any, has only been made by the original allottee, till 2010, whereon the plot was transferred to the petitioner. Several notices had been issued by the respondents to the petitioner including notices under Section 17(1) of the HSVP Act on 29.08.2015, 23.06.2016 and notice under Section 17(2) of the HSVP Act on 12.09.2016.

7. On, 24.11.2017, a penalty of Rs.6,13,613.80/- was imposed upon the petitioner. Notice under Section 17(3) of the HSVP Act was also issued for



resumption on 08.01.2018 and 19.02.2018 and the petitioner was called for a personal hearing on 06.03.2018. Another notice under Section 17(4) of the HSVP Act was also issued to the petitioner granting him an opportunity of personal hearing on 05.04.2018 and a final notice was issued to him on 07.08.2018. On 24.01.2019, the plot was resumed due to non-payment of the dues despite issuance of several notices. The appeal against the said order was filed after a delay of more than 3 years, which was resultantly dismissed by the Appellate Authority on 29.06.2022 (Annexure P-9). The revisional authority also dismissed the revision petition vide order dated 23.05.2023 (Annexure P-11). The instant petition has also been preferred after more than 2 years had lapsed since the order dated 23.05.2023 was passed.

8. It is, thus, patent that the original allottee had paid 25% of the amount whereas the petitioner has not paid a single penny after the plot was transferred in his favour by the original allottee. Despite issuance of several notices and affording several opportunities to the petitioner, he did not make the payment as set out in the terms and conditions of the allotment. Consequently, we do not find any infirmity in the impugned orders directing resumption of the plot. The petition being devoid of any merit stands dismissed.

**(ANUPINDER SINGH GREWAL)**  
**JUDGE**

**(DEEPAK MANCHANDA)**  
**JUDGE**

**25.08.2025**

Sandeep

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