



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

CWP-6782-2025

Date of Decision: 05.08.2025

Mahima Puri and another

.....Petitioners

Versus

State of Haryana and others

.....Respondents

**CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MS. JUSTICE SHALINI SINGH NAGPAL**

Present: Mr. Nitin Verma, Advocate
 for the petitioners.

 Mr. Deepak Bhardwaj, Addl. A.G. Haryana.

 Mr. Sukhdeep Parmar, Advocate
 for the respondent-HSIIDC.

ANUPINDER SINGH GREWAL, J. (Oral)

The petitioner has sought quashing of the orders dated 24.08.2023 (Annexure P-14) and 28.02.2024 (Annexure P-16), whereby, the allotment of residential plot was cancelled and the appeal thereagainst has been dismissed by respondent No.1, respectively.

2. Learned counsel for the petitioners submits that the petitioners after allotment had started the construction on the residential plot which was forcibly stopped by the authorities even though the No dues certificate had been issued by respondent No.2 on 11.06.2010 (Annexure P-10). The petitioners had requested for time to make the payment of outstanding amount, but despite several requests by the petitioners no action was taken



thereon by the respondents. He therefore, submits that the impugned orders are unsustainable.

3. Heard.

4. The original allottee had been allotted the residential plot measuring 250 sq. meters by the Corporation/respondent No.2 vide allotment letter dated 07.11.2000 (Annexure P-1). The original allottee had thereafter provisionally transferred the plot to the petitioners on 01.12.2004 (Annexure P-3) after receiving permission from Corporation/respondent No.2. It is true that the No Objection Certificate had been issued to the petitioners by the Corporation/respondent No.2 on 11.06.2010 (Annexure P-10). However, it is also set out therein that although the full tentative cost of the plot has been received, but the No Dues Certificate is being issued subject to audit. It was also mentioned that the time period for completing the construction was upto 14.11.2010 and no further extension would be granted for completing the construction as per the norms of the Corporation/respondent No. 2.

5. Furthermore, a perusal of the order dated 28.02.2024 (Annexure P-16) reveals that the petitioner did not complete the construction by the due date and had been issued several notices in that regard. The petitioners had to pay *inter-alia* an extension fee of Rs. 5,06,613/- as well as the enhanced cost amounting to Rs.32,59,669/- for the period from 15.11.2011 to 15.11.2021. They were also afforded the opportunity of personal hearing on four occasions and were even granted 60 days time to pay the outstanding dues, but the same had not been paid.



6. It is thus manifest that the petitioners not only did not pay the outstanding amount towards the additional cost and extension fee despite having been afforded several opportunities in that regard but had also failed to complete the construction. Therefore, the Corporation/respondent No.2 was justified in passing the impugned resumption order dated 24.08.2023 (Annexure P-14).

7. Consequently, we do not find any illegality in the impugned orders. The petition being devoid of any merit, stands dismissed.

8. All pending miscellaneous application(s) also stand disposed of.

(ANUPINDER SINGH GREWAL)
JUDGE

(SHALINI SINGH NAGPAL)
JUDGE

05.08.2025

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Whether Speaking/Reasoned : Yes/No

Whether Reportable : Yes/No