

CWP No. 10763 of 2009

ATTESTED
Sanjay
Urban Development Department
High Court of Punjab & Haryana
Chandigarh 1

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No. 10763 of 2009
Date of Decision: 19.01.2012

Sunita Sharma

.....Petitioner

Versus

Financial Commissioner and Secretary
Urban Development Department,
Civil Sectt. Chandigarh and others

.....Respondents

**CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA
HON'BLE MR. JUSTICE A.N. JINDAL**

Present: Mr. Sanjiv Gupta, Advocate, for the petitioner.

Mr. Aman Chaudhary, Addl. A.G. Haryana.

Mr. Ajay Kansal, Advocate, for respondents No. 2 and 3

HEMANT GUPTA, J.

Challenge in the present writ petition is to the communication dated 26.5.2000 (Annexure P-2), order dated 19.12.2000 (Annexure P-5) and order dated 14.11.2007 (Annexure P-6) whereby on account of non-payment of 15% of the initial amount, the allotment was cancelled.

The petitioner was allotted plot No. 169, Sector 38, Gurgaon vide letter of allotment dated 15.12.1999. Such letter of allotment was issued after the petitioner had deposited 10% of the total sale consideration. In terms of letter of allotment, 15% of amount was to be deposited within 30 days and balance 75% of amount of the sale consideration either in lump sum or in installments.

The petitioner had not deposited 15% of the amount within 30 days from the date of issuance of the allotment, which led to cancellation of the allotment letter on 26.5.2000. The subsequent orders have been passed

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by the Authority on the representations submitted by the petitioner from time to time.

The petitioner failed to deposit the balance 15% within time granted. It was on deposit of such amount alone, a binding contract comes into existence. The letter of allotment is an offer, which has to be accepted in terms of the offer made. Hon'ble Supreme Court in *Chaman Lal Singhal v. Haryana Urban Development Authority, (2009) 4 SCC 369* has held that the non compliance of the terms of the letter of allotment does not give rise to binding contract. It was observed:

“17. The learned counsel appearing for the respondent, however, submitted before us that the provisions of Section 17 of the Act could not be applied to the facts and circumstances of the present case as there was in fact no agreement/contract between the parties. He also submitted that as the appellant failed to accept the offer of the respondent Authority by making payment of the amount as directed in the letter of allotment, there was no binding contract between the parties and, therefore, Section 17 of the Act has no application at all. It was further submitted that the forfeiture of the amount could have been and rightly done by the respondent Authority by invoking the mandate of Clause 4 of the letter of allotment.”

In view of the judgment of Hon'ble Supreme Court, the representations submitted by the petitioner have rightly been declined. We do not find any ground to interfere with the orders passed in exercise of the writ jurisdiction of this court.

Dismissed.

PUNJAB AND HARYANA HIGH COURT

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Examination Department
High Court of Punjab & Haryana
Chandigarh

(HEMANT GUPTA)
JUDGE

(A.N. JINDAL)
JUDGE