



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	812 of 2024
Date of filing:	18.06.2024
Date of first hearing:	09.09.2024
Date of decision:	04.12.2025

Airlight Electronics Pvt Ltd or LLP
Through NK Gulati and Nirmal Gulati,
R/o 16, British Indian Street,
Kolkata

....COMPLAINANT

VERSUS

Chief Administrator, Haryana Shehri Vikas Pradhikaran(HSVP)
C-3, Sector-6,
Panchkula

....RESPONDENT No.1

Estate Officer, Haryana Shehri Vikas Pradhikaran(HSVP)
Huda Complex, Sector-12,
Panchkula

....RESPONDENT No.2

CORAM:

Parneet S Sachdev

Chairman

Nadim Akhtar

Member

Chander Shekhar

Member

Present: -

Mr. Rohit Gulati, Counsel for the complainant through VC.
Mr. Arvind Seth, Counsel for the respondents through VC.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Present complaint dated 18.06.2024 has been filed by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Sector-59 (Part-II), Industrial Estate, Faridabad
2.	Name of the promoter	Haryana Urban Development Authority, now renamed as Haryana

		Shehri Vikas Pradhikaran.
3.	Plot no.	55
4.	Dimensions of the Plot	100 M x 80M
5.	Area in sq. mtr	8000
6.	Date of Regular Letter of Allotment	15.09.2010
7.	Possession clause in allotment letter	Clause 2- Clause-24
8.	Tentative price of the plot	₹4,16,00,000/-
9.	Amount paid by complainant	none

B. FACTS AS STATED BY THE COMPLAINT

3. The facts of the present complaint as borne out from the record are that the complainant was the owner of land measuring 3.65 acres situated at Village Kherki Majra, Tehsil and District Gurgaon, having purchased the same vide sale deed dated 18.10.2006. Copy of Sale deed dated 18.10.2006 is annexed as **Annexure - AC**.
4. It is the case of the complainant that since the year 2007, complainant was into the process of establishing an educational institution namely, "Shikshan" at Gurgaon. In furtherance thereof, the complainant initiated steps to obtain requisite approval from the office of Director Town and Country Planning, Chandigarh, for change of land use (CLU) for public utility purposes in order to set up the said school.
5. In the meantime, the aforesaid land came within the alignment of the Northern Peripheral Road, Gurugram and consequently, acquisition

proceedings were initiated. Notifications dated 25.01.2008 and 18.03.2008 were issued under Sections 17(1) and 17(4) of the Land Acquisition Act, 1894, thereby acquiring the said parcel of land.

6. Further, the said acquisition proceeding was challenged by the complainant before the Hon'ble High Court of Punjab and Haryana by filing CWP No. 21203 of 2008 and CWP No. 12365 of 2009. During the pendency of the said writ petitions, the parties arrived at a settlement which culminated in the passing of an order dated 29.05.2010 by the Hon'ble High Court. Copy of order dated 29.05.2010 is annexed as **Annexure D-2**.
7. Thereafter, on the agreed terms as recorded in order dated 29.05.2010 the complainant was allotted an industrial plot no. 55 in Sector 59 Part II, Faridabad admeasuring 8000 sqm on free- hold basis vide Regular Letter of Allotment (RLA) dated 15.09.2010. Copy of Regular Letter of Allotment (RLA) dated 15.09.2010 is annexed as **Annexure- D1**.
8. That the complainant has submitted that the allotment made in his favour was subject to certain conditions, including the stipulation of a minimum reserve price of ₹4.16 Crore. It has been contended that though the complainant's land was in Gurugram. however, he has been relocated to Faridabad. Further, he has alleged that in all other cases relocations were carried out within the same district, whereas he alone has been singled out for relocation to a different district.



9. That the complainant has further submitted that he had addressed several representations and letters to the Haryana Urban Development Authority (HUDA) seeking extension of the time limit stipulated under the allotment conditions. However, no response was received from the said authority to any of his communications, thereby leaving his grievances unaddressed.

10. Further, the complainant sought modification/ recall of the order dated 29.05.2010 which was disposed of by Hon'ble HC wherein it was recorded that-

"(5) It is not in dispute and is in fact one of the agreed terms and conditions that the review-applicant shall be paid the due amount of compensation for its acquired property. There was no industrial unit set up or run by the review applicant at the site which was admittedly lying vacant. The object behind imposition of condition of investment in the industrial unit was obviously to test the writ complainant's bona fide behind seeking release of its acquired land. The applicant now seeks a direction that instead of setting up the industrial unit, it may be converted or allotted another 'institutional plot' for the institutional purposes.

(6) It would not be possible for us to go beyond the order dated 29.05. 2010 and give an entirely new dimension to the case Suffice it to observe that the agreed order dated 29.05. 2010 does not preclude and shall not be a bar for the respondents to consider the claim of the complainant for allotment of a plot for institutional purposes if so permissible under their policy lie).

The other recourse for the Review-applicant would be to surrender the industrial plot.

7. With these directions and observations, these review applications stand disposed of'

Copy of order passed in CM no. 10743 of 2013 is annexed as

Annexure D-3.

11. Thereafter, the complainant addressed letters in the year 2013 to HUDA, Panchkula as well as to the Chief Secretary, Government of Haryana, requesting allotment of institutional plots in accordance with



the directions made by the Hon'ble High Court. However, no effective action was taken by the concerned authorities on the said representations, and the matter remained unresolved.

12. It is alleged by the complainant that despite sending several reminder letters to the respondent no effective communication was made to him, except for an acknowledgment dated 06.05.2024 and an allotment letter, without any further clarification or response regarding his grievances.
13. The complainant's case is that the respondent was under an obligation to pay compensation in terms of the directions issued by the Hon'ble High Court vide orders dated 29.05.2010 and 02.08.2013, preferably within a period of six months. That although certain part-payments were made over the years, the respondent ultimately made an arbitrary payment on 03.01.2023 without disclosing the basis or calculation of the amount so paid.
14. It is further averred that the complainant has been facing grave financial distress, being required to repay loans availed earlier, and that the compensation amount due from the respondent was essential for him to settle such liabilities. The complainant contends that he was constrained to utilize the amount received from the respondent towards repayment and subsequently had to re-deposit substantial sums to claim possession of the allotted plot under the resettlement policy, as per the



allotment letter dated 15.09.2010, issued in compliance with the Hon'ble High Court's order dated 29.05.2010.

15. Therefore, being aggrieved by the conduct of the respondent, complainant has filed the present complaint before this Hon'ble Authority for seeking the reliefs as prayed as under.

C. RELIEFS SOUGHT

16. The complainant in his complaint has sought following reliefs: -

- i. Direct the respondents to incorporate conversion of the company to LLP under the same name as per the ministry of corporate affairs.
- ii. Direct the respondents to immediately hand over the possession of the plot allotted in Faridabad.
- iii. Direct the respondents to undertake payment plan as per allotment letter annexed as D-1 without any hidden charges as stated in Hon'ble High Court orders dated 02.08.2013, annexure D-3.
- iv. Pass any other order as the Hon'ble commission may deem fit and proper in the facts and circumstances of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Ld. counsel for the respondent no.1 and 2 filed a detailed reply on 08.01.2025 pleading therein:

17. That the allotment of the subject plot was made by respondent no. 2 under the provisions of the HUDA Act, 1977 (now HSVP Act).

Therefore, the terms and conditions prescribed in the Regular Letter of Allotment are on the basis of HSVP Act, 1977.

18. That the development work in Sector-59, Part-II, Faridabad was completed prior to the enactment of the RE(R&D) Act, 2016. The entire sector was developed and only thereafter, advertisements were issued inviting applications for allotment. Therefore, the provisions of the RERA Act, 2016 are not applicable in the cases where land has been developed and completed in all respects, and the jurisdiction of this Hon'ble Authority is barred.
19. It is further submitted that the complainant was allotted Industrial Plot No. 55 in Sector-59, Faridabad, vide Regular Letter of Allotment dated 15.09.2010, at a tentative cost of ₹5200/- per sq metres and total cost was ₹4.16 crore. As per Clause 13 of the RLA, the complainant was required to deposit the first instalment by 15.09.2010 and take possession of the plot within 30 days, failing which the earnest money could be withdrawn without interest.
20. That the complainant was required to deposit the 1st instalment of the plot before taking the possession of the said plot and the possession was offered to the complainant in clause 13. Further, the schedule of instalments was also informed to him whereby 12 half yearly instalments of ₹34,65,667/- each were payable. Last instalment falling due on 15.03.2016 vide the said RLA which was ignored by him.

21. That as per the Clause 22 of the RLA, the allottee was to make an investment of ₹30 crore or more in the fixed assets within the period of 3 years from the date of offer of possession.
22. Subsequently, the allottee filed CM No. 13551 in CWP NO. 12365 of 2009 praying for waiver of Clause 22 of the RLA, which required an investment of ₹30 crore in fixed assets. He contended that it will not be possible for him to make investment of a huge amount and would be satisfied if plot of a smaller size is allotted to him and that may not be in the area of Prestigious Plot scheme.
23. In terms of the court's order dated 29.05.2010, and subsequent clarification dated 02.08.2013, the complainant was to either accept the allotment under applicable policy or surrender the plot. However, the complainant failed to comply with the allotment terms, despite being informed of the factum vide a speaking order dated 28.11.2013 memo no 7846, that his request for allotment of school sites has not been accepted.
24. Therefore, proceedings under Section 17 of the HSVP Act, 1977 were initiated and a show cause notice dated 25.10.2018 was issued, but no payment was made by the complainant.
25. That the HUDA Act, 1977 has been enacted by the State Legislature for development and disposal of land in urban areas and has not been repealed. It operates independently of the RERA Act, which was

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enacted to regulate private real estate developers. There is no inconsistency between the two Acts, and they operate in distinct spheres. the RERA Act governs private real estate projects while the HUDA Act regulates public development undertaken by statutory authorities like HSVP.

26. Reference is also made by the respondent to the constitutional scheme under Article 246 and Article 254 of the Constitution of India. The HUDA Act has been enacted under the State List and holds precedence in areas it governs, especially when not repealed. The fact that the Maharashtra Housing Act was repealed while enacting the Maharashtra RERA Act is also highlighted to stress that no such repeal has occurred in Haryana. Thus, HSVP continues to be governed by the provisions of the 1977 Act and its regulations framed under Section 54 thereof.
27. That the respondent has referred that the mode of disposal of land and buildings by HSVP is provided under the Haryana Urban Development (Disposal of land and Building) Regulations, 1978. These regulations have been communicating by exercising the powers conferred under Section 54 of the Haryana Urban Development Authority Act, 1977
28. Therefore, the mechanism procedure of disposal of land and buildings which have been acquired by the State Government under the provisions of Land Acquisition Act is prescribed under the Haryana Shehri Vikas Pradhikaran, 1977 and the regulations made thereunder.




Further, that there is no condition of obtaining a completion certificate from any Authority. Therefore, the applicability of the RERA Act does not arise.

29. In view of the above, it is submitted that the present complaint is devoid of merit. The complainant has failed to comply with the essential terms of allotment and has not deposited any amount on account of outstanding amount as per the allotment letter. Consequently, the complainant is not entitled to any relief or possession of the plot and the complaint deserves to be dismissed.

D. REJOINDER SUBMITTED BY COMPLAINANT

Ld. Counsel for the complainant has filed a rejoinder on 10.03.2025 and made the following assertions:

30. That Real Estate (Regulation & Development) Act, 2016 was enacted to establish a regulatory framework for India's real estate sector aiming to enhance transparency and protect homebuyer's interests. However, Haryana Urban Development Authority Act, 1977 (HUDA Act) was enacted to regulate urban development activities within state of Haryana. Their scopes and objectives differ leading to overlaps and inconsistencies.
31. That the complainant has relied over the case of Ashok Sharma V. Estate Officer, HUDA & Anr wherein the Hon'ble High court by its decision in CWP No. 1421 of 2023 had observed that even if the



HUDA Act is considered a special law, the provisions of RERA being a subsequent legislation with broad regulatory framework would still apply especially in matters concerning the protection of homebuyer's interest.

32. Additionally, that this Authority has clarified in 2018 that allottees of the respondent could approach the Authority for adjudication of grievances. This position underscored RERA's applicability to projects and entities previously governed exclusively by the HUDA Act, highlighting the evolving legal landscape where RERA's comprehensive framework intersects with state-specific laws.
33. That a letter dated 21.08.2018 was sent by the complainant wherein the complainants have stated that the plotting of sector in question was nowhere in sight. However, no reply was ever received from the respondent. Copy of the letter dated 21.08.2018 is annexed at annexure- E at page 89 of the complaint.
34. That it is undisputed that the Regular Letter of Allotment issued to the complainant is still valid as per the Annexure A of the respondents as shared on 08.01.2025.
35. That the Authority established by the act has absorbed responsibilities previously managed by multiple authorities, including HSVP (formerly HUDA), the Town and Country Planning Department (TCPD), and municipal authorities.

36. The respondent was responsible for urban planning, development and allotment of properties. This included monitoring ongoing and new projects ensuring developers adhered to promised timelines. Reliance is also placed by the complainant on Article 254 of the Constitution, which dictates that parliamentary law prevails over state law when there is repugnancy, ensuring RERA's broader regulatory framework takes precedence.
37. The complainant has relied over case of Gurgaon Institutional Welfare Association Vs. Haryana Urban Development Authority (case no 94 of 2016), wherein CCI examined allegations against HUDA concerning the allotment of institutional plots. CCI observed that despite HUDA's actions being governed by the HUDA Act and its regulations, provisions of the Competition Act 2002 and by extension RERA would still apply. The existence of sector specific regulations does not preclude the applicability of regulatory frameworks like RERA.
38. That the fact that the complainant would be facing financial difficulty has also been appreciated by the Hon'ble High Court in its order dated 29.05.2010. Further, that the respondents were not in a position to offer the plot of the Regular letter of allotment at the time and bluffed their way to evict the complainant from their land at Gurgaon to throw them back since the particular sector was so backward which has also been recorded in order.



39. That complainant being super seniors has received payments recently on 03.01.2024 and have stated that they are willing to deposit the first instalment under the directions of the court.
40. That inference is drawn by complainants to Section 20(3) of the Senior Citizens Act for prioritization of senior citizen's cases and ensuring justice without delays.
41. That the complainant has stated that it was impossible for them to make payment unless the complainant receives dues from the respondents which is as recent as 03.01.2024. That according to a majority partnership in the LLP of the complainants are 80+ years of age and have faced gross injustice when their prime land in Gurgaon was taken away under an urgency clause in 2007. Thus, the complainants are seeking direct intervention from the court for an early resolution.
42. That the letter dated 25.10.2018 as stated by the respondents in its reply was never received by the complainants and nor the annexure has any receiving stamp/ proof on it.
43. That the objections raised by respondent is another attempt to shift the responsibility by the respondent by stating that the jurisdiction of this Authority is barred.
44. That sections 14 & 15 of Chapter III of HUDA Act, outlines the procedures for land acquisition and disposal. It is essential to ensure that the rights of landowners are protected through fair compensation

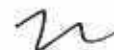
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and adequate relocation measures. Legal precedents and subsequent legislation have sought to strengthen these protections, emphasizing the need for fairness and transparency in acquisition reforms, RE(R&D) Act, 2016 being one of such reformation.

45. The complainant has relied upon the cases of Tatvam Residents Welfare Association vs. M/s Vipul Limited (Appeal no. 1317 of 2019) and M/S Adobe Marketing Private Limited vs. Haryana State Industrial & Infrastructure Development Corporation Ltd (CWP No. 14453 of 3020) wherein the court has highlighted that the provisions of RE(R&D) Act, 2016 are designed to provide remedies to aggrieved parties, thereby reinforcing its applicability over state- specific regulations when it comes to real estate development.
46. It is prayed to direct the respondents to incorporate their company's conversion to an LLP, immediately hand over possession of the allotted plot in Faridabad, and adhere to the payment plan as per the High Court orders without any hidden charges.

E. ARGUMENTS OF LD. COUNSELS FOR COMPLAINANT AND RESPONDENT:-

47. The Authority heard the ld. counsels for both the complainant and the respondent at length on 17.07.2025, wherein both sides reiterated the submissions already made in their respective pleadings and supporting



documents. During the course of oral arguments, the ld. counsel for the complainant emphasized that the complainants are senior citizens and upon receipt of the compensation amount, they are ready and willing to deposit the first instalment towards the cost of the unit. It was accordingly urged that the respondent be directed to issue the offer of possession in their favour.

48. The Authority, in order to ascertain the correct factual position, posed a specific query to the learned counsel for the respondent on 17.07.2025 as well as on 16.10.2025 regarding whether the allotment issued to the complainant in respect of the subject plot had been cancelled at any point in time. In response, the learned counsel for the respondent categorically stated that the allotment had not been cancelled and continues to stand in the name of the allottee. However, keeping in view the nature of summary proceedings and to further clarify the present issue, considering that this matter involves peculiar facts, this Authority vide its order dated 16.10.2025 recorded the following observations-

"Upon perusal of the complaint file, it is observed that there is no information on record regarding the present status of the industrial plot allotted to the complainant vide Regular Letter of Allotment (RLA) dated 15.09.2010, i.e., whether the said allotment continues to subsist in favour of the complainant or has been cancelled. In view thereof, the Ld. Counsel for the respondent is directed to file written submissions clarifying the current status of the said plot on or before 30.10.2025, with an advance copy supplied to the



complainant. Failing compliance within the stipulated time, the matter shall be proceeded with and decided on the basis of material available on record."

49. In compliance with the directions issued vide order dated 16.10.2025, the respondent filed written submissions on 03.11.2025. It is stated by the respondent therein that upon production and examination of the relevant record, the allotment was originally issued vide allotment letter dated 15.09.2010 and as per its terms and conditions, the plot would be liable for cancellation due to non-compliance by the complainant. However, it has been categorically admitted that no proceedings for cancellation were ever initiated, nor is there any material on record to show that the allotment was cancelled at any stage. Further, he submitted that as per the report received from the Land Acquisition Officer, Gurugram, the complainant has already received compensation amounts of Rs. 1,58,67,063/- on 17.06.2010 and Rs. 4,88,33,023/- on 03.01.2023.
50. Subsequently, the matter was taken up for hearing on 13.11.2025, and the following observations were recorded in the order passed on that date, which are reproduced herein below-

3. Today, Id. counsel for the complainant appeared and submitted that the complainant is willing to pay the pending dues therefore, the relief may be granted in his favour.

4. On the other hand, Id. counsel for the respondent submitted that since the present complaint deals with the industrial plots which have been transferred to HSIIDC, therefore, HSIIDC ought to be impleaded. In pursuance of which, he will file an application for



impleadment of HSIIDC. However, no such document has been placed on record till date. In case such an impleadment application is not placed on record by 28.11.2025. Authority shall proceed further, based on material on record.

51. In compliance with the aforesaid order dated 13.11.2025, an application has been filed on behalf of respondent nos. 1 and 2 under Order I Rule 10 of the Code of Civil Procedure, 1908, seeking impleadment of the Estate Manager, Faridabad, as respondent no. 3, on the ground that he is a necessary and proper party to the present proceedings. It has been submitted that the industrial estates/plots/sectors carved out by the applicants, including the subject industrial plot, now stand transferred to the Haryana State Industrial & Infrastructure Development Corporation (HSIIDC) pursuant to the directions of the State Government. Reliance has been placed upon Office Order issued by the Deputy General Manager (P&A), HSIIDC, vide Endst. No. HSIIDC: PER: 2018: 8545-8552 dated 07.03.2018, whereby the management of industrial estates of HSVP has been vested in the Estate Managers of HSIIDC. It has further been submitted that the original record pertaining to the subject land, along with other relevant documents, has already been handed over by the applicants to the authorised representative of HSIIDC, Faridabad.
52. In view of the above submissions, the question that arises for consideration before this Authority is whether the impleadment of



HSI IDC, through its Estate Manager, is necessary for the effective adjudication of the present matter?

53. In view of the above submissions, this Authority is of the considered opinion that the impleadment of HSI IDC is not necessary for the effective adjudication of the present dispute. The list pertains to contractual obligations arising out of the allotment and subsequent conduct of the parties already on record. The mere transfer of management of industrial estates to HSI IDC does not by itself, create any independent obligation or liability upon HSI IDC with respect to the subject allotment. Accordingly, the request for impleadment of HSI IDC as a party to the proceedings is not required at this stage.

F. ISSUES FOR ADJUDICATION

54. Whether the complainant is entitled to the relief sought in terms of RE(R&D) Act of 2016?

G. OBSERVATIONS OF THE AUTHORITY

I. Objection regarding jurisdiction of this Authority to entertain the present complaint.

55. One of the averments of respondent is that provisions of the RE(R&D) Act, 2016 will not apply to the project of the respondent as the same was completed prior to coming into force of RE(R&D) Act, 2016 and



there is no provision in any law where the HSVP (HUDA) has to take completion certificate or occupation certificate.

56. Before adverting to the merits, it is necessary to address the respondent's objection regarding maintainability. The complainant was allotted the subject plot under the then HUDA Act, 1977 (now the HSVP Act, 1977), pursuant to a settlement recorded before the Hon'ble High Court in proceedings arising out of land acquisition proceedings. In the present matter, the acquisition itself, the quantum of compensation, and the validity of the settlement order are not in dispute before this Authority, nor does the Authority possess jurisdiction to reopen or reconsider such matters. The controversy before this Authority is confined to the post-allotment relationship between the parties and the conduct of the promoter thereafter.

57. Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 expressly includes within the definition of "promoter" any development authority or public body that develops and disposes of real estate, including plots. HSVP, being a statutory development authority engaged in planning, development, and allotment of residential and industrial plots, therefore squarely falls within this definition.

58. This position is further fortified by a very important and significant judgment passed by the *Hon'ble Punjab and Haryana High Court* in



the case of Ramprastha Developers (P.) Ltd. v. State of Haryana (CWP-24591-2024), wherein the court has held that RERA gets jurisdiction to adjudicate upon a complaint under Section 31 of the RE(R&D) Act, 2016.

59. Correspondingly, under *Section 2(d)*, an "allottee" includes any person to whom a plot has been allotted, whether freehold or leasehold. The material on record discloses that the allotment in favour of the complainant continues to subsist, and no cancellation order has been placed before the Authority. The complainant thus retains the status of a statutory allottee under the Act.
60. The Authority concurs with the respondent to the limited extent that a project completed prior to the commencement of the 2016 Act does not require registration under Section 3 of the Act. However, such non-registration does not oust the jurisdiction of this Authority.
61. Keeping in view that the initial allotment was made prior to the commencement of RERA, the grievances raised by the complainant in captioned complaint pertains to ongoing and continuing promoter obligations, including the treatment of the allottee, the issue of possession, the manner of demanding dues, and the updating of records.

These obligations extend beyond the date of enforcement of the Act, thereby, attracting the regulatory jurisdiction of this Authority under

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Sections 11, 18 and 31 of the Act of 2016. For these reasons, this Authority is competent to examine the matter to the limited extent of promoter-allottee obligations arising after the commencement of the Act.

62. Having established the jurisdiction of this Authority to adjudicate the present dispute, it becomes necessary to now examine the factual position surrounding the allotment in question and the conduct of the parties thereto. The material placed on record reveals a sequence of events which bears directly upon the complainant's subsisting rights and the respondents corresponding obligations which are elaborated in the following paragraphs.

63. In the present complaint it is not disputed that the complainant was the owner in possession of 3.65 Land situated at village Kherki Majra, Tehsil and District Gurugram. It is also not disputed that vide notifications dated 25.01.2008 and 18.03.2008 issued under Section 17(1) and 17(4) of the Land Acquisition Act, 1894, the above stated land of complainant was acquired. Furthermore, it is also not disputed that the said proceedings were challenged by the complainant before Hon'ble High Court of Punjab and Haryana by filing CWP no.21203 of 2008 and CWP no. 12365 of 2009 and that during the pendency of said writ petition, the parties arrived at a settlement. Thereupon the Hon'ble



High Court passed order dated 29.05.2010. Relevant part of the order is reproduced below:

"When the matter came up for consideration on 27.5.2010, the modalities were not yet completed although Shri T.C. Gupta has apprised the Court about the minutes of the meeting held on 26.5.2010, under his chairmanship at Planning Department, Haryana, Ayojna, Bhawan, Sector 18-A, Chandigarh, After further discussion. we found that certain modalities were still required to be creased out between the parties. Accordingly, the hearing was deferred to 28,5.2010 and then to 29.5.2010. It appears that after long discussions the following settlement has been arrived at between the parties-

- i) Compensation as per award;*
- ii) Minimum Plot size of 1½ to 2 acres in lieu of existing plot size of the petitioner, which is 3,65 acres in Faridabad as offered in the meeting dated 28 May, 2010 with variation on either side to the extent of 10%;*
- iii) Payment at the minimum reserve price as on 28th May 2010, as per the allotment policy, with a further assurance that no hidden charges of any kind such as external development charges or internal development charges or any other kind of charge, except the land acquisition enhancement awarded by the competent court will be charged from the complainant.*
- iv) Payment to be made in 12 equal half yearly interest free instalments with first instalment being treated as margin money;*
- v) Physical possession of fully developed plots to be given at the earliest; and Time period of nine months to be granted for relocation after the handing over of the physical possession of the fully developed plot.*

The settlement has been duly signed by the petitioner. A copy of the aforesaid terms and conditions has been handed over to Mr. Kamal Sehgal, learned State counsel, which is also taken on record as Mark 'A. Learned counsel for the parties have agreed to all other conditions. However, with regard to condition No. (ii) it has been agreed that the petitioner shall apply 1e the competent authority under the Prestigious Plot Scheme. at. Faridabad. or Kundli, which involve minimum investment of Rs. 30 crores, which is to be incurred in phased manner: The application of the petitioner for allotment of minimum plot size of 1½ to 2 acres in lieu of existing plot of the petitioner, measuring 3.65 acres, shall be favourably considered by the competent authority. The



petitioner shall apply within a period of 30 days from today and the favourable consideration shall take place within 30 days thereafter. Mr. Kamal Sehgal, learned State counsel while agreeing to the aforesaid settlement, after obtaining instructions from Shri T.C. Gupta, Director Town and Country Planning, has categorically stated that it is strictly one time exception on account of peculiar facts and circumstances of the case and shall not be treated as precedes or any future case.

Mr. Puneet Bali, learned counsel for the petitioners, however, pointed out that since the industrial unit is likely to face financial problems, it would be appropriate if they are paid enhanced compensation also at the earliest. He has further submitted that the petitioners have already filed reference under Section 18 of the Land Acquisition Act, 1894 (for brevity, the enhancement of the compensation awarded by the Collector, which is pending consideration before the Reference Court at Gurgaon.

As a sequel to the above discussion, these petitions are disposed of in terms of the settlement arrived at between the parties. However, this would be ore time exception on account of peculiar facts and circumstances of the case and shall not be treated as precedent for any future case. We further direct that if any reference application under Section 18 of the Act has been filed in respect of the notification of acquisition of land involved in this case, the Reference Cour shall make all efforts to decide the references at the earliest, preferably within a period of six months from the date of receipt of a copy of this order.

The office is directed to send a copy of this order to the learned District Judge, Gurgaon.

The writ petitions and all miscellaneous applications are disposed of in the above terms.

A photocopy of this order be placed on the file of connected case."

64. Consequent thereupon, complainant was allotted 8000 sq meters industrial plot no.55 in Sector 59, Part II, Faridabad on 29.05.2010 vide Regular Letter of Allotment dated 15.09.2010. The minimum reserve price of the allotted plot was fixed at Rs 4.16 crores.



65. Therefore, It is an admitted fact that there was an understanding arrived at between the complainant and the respondent before the Hon'ble High Court on 29.05.2010 during proceedings, as per which the complainant was given an alternative site at Faridabad, subject to certain terms and conditions to be complied with by respective parties, which later on converted into RLA dated 15.09.2010 having one of the term to pay certain amount and also invest certain amount by the complainant. It is also evident that agreement arrived at before the Hon'ble High Court got its approval in its orders dated 29.05.2010 and 02.08.2013. It is also not disputed fact that in its order dated 02.08.2013 passed in CM no.10743 of 2013, our Hon'ble High Court had made following observations -

"[5].It is not in dispute and is in fact one of the agreed terms and conditions that the review-applicant shall be paid the due amount of compensation for its acquired property. There was no industrial unit set up or run by the review applicant at the site which was admittedly lying vacant. The object behind imposition of condition of investment in the industrial unit was obviously to test the writ-petitioner's bona-fide behind seeking release of its acquired land. The applicant now seeks a direction that instead of setting up the Industrial unit, it may be converted or allotted another 'institutional plot' for institutional purposes.

[6].It would not be possible for us to go beyond the order dated 29.05.2010 and give an entirely new dimension to the case. Suffice it to observe that the agreed order dated 29.05. 2010 does not preclude and shall not be a bar for the respondents to consider the claim of the complainant for allotment of a plot for institutional purposes if so permissible under their policy lie. The other recourse for the Review-applicant would be to surrender the industrial plot."

66. Having the above factual position in consideration, it is pertinent to note that there is absolutely nothing on file to show that the allotment of plot no. 55 in Sector 59, Part II, Faridabad, made in favor of complainant has been cancelled. Further, on being specifically asked during arguments and as per respondent's written submissions dated 03.11.2025, Ld. counsel for respondent appraised this Authority that the allotment has not been cancelled till date. Non cancellation of the plot has substantiated the stand of the claimant that despite his requests, the issue has not been resolved. Though, the respondents have placed on file letter no. 14228 dated 25.10.2018, whereby complainant was afforded opportunity of personal hearing to explain why the allotment be not cancelled.
67. However, there is silence qua subsequent events i.e. whether in compliance of the letter, complainant appeared or not and, whether the allotment has been cancelled or not. Thus, the above stated letter also, doesn't lead this authority anywhere. Hence, it can fairly be concluded that till today, the allotment of plot in favour of complainant has not been cancelled and as such, complainant is rightful claimant being allottee.
68. From the material placed on record, it is evident that the compensation arising out of the acquisition proceedings was not released to the

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complainant within time. Rather, substantial amounts were released in phases, with a significant tranche being disbursed as late as 03.01.2023.

69. This sequence lends some credence to the complainant's assertion that their financial capacity to comply with the instalments under the RLA was adversely affected by the timing of compensation release. Although this does not, by itself, extinguish the payment obligations of the complainant, the chronology is a relevant factor while assessing the overall situational matrix.

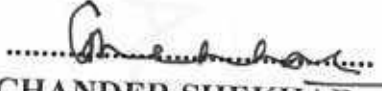
70. It is equally noteworthy that despite the passage of considerable time and the non-payment of instalments, the respondents have categorically stated that the allotment in favour of the complainant has not been cancelled.

71. The continued subsistence of the allotment, without any cancellation order, creates a distinct legal position wherein the complainant still retains an existing allottee status, though subject to fulfilment of financial obligations. This factual position also distinguishes the case from one where the allotment has already been resumed or re-allotted. When these two circumstances are viewed together, the matter assumes a character where a limited administrative reconsideration of the complainant's request may not be entirely unjustified. Such reconsideration does not amount to a waiver of dues or an automatic entitlement to possession; rather, it permits the respondents to evaluate,

within their statutory framework, whether the allotment may still be continued subject to compliance with applicable conditions.

72. In light of the above observations, this Authority is of the view that the respondents may re-examine the complainant's request for continuation of the allotment and the terms on which compliance may now be secured. While undertaking this exercise, the respondents may keep in view the various issues discussed as well as the complainant's stated willingness to discharge the financial obligations.

Accordingly, the complaint stands **Disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]