

(2005) 10 P&H CK 0023

High Court Of Punjab And Haryana At Chandigarh

Case No: Civil Writ Petition No. 18981 of 2003

Anil Kumar

APPELLANT

Vs

Union Territory and Others

RESPONDENT

Date of Decision: Oct. 20, 2005

Citation: (2006) 142 PLR 454 : (2006) 2 RCR(Civil) 212 : (2006) 1 RCR(Rent) 296

Hon'ble Judges: S.N. Aggarwal, J; J.S. Khehar, J

Bench: Division Bench

Advocate: Ram Saran Dass, for the Appellant; K.K. Gupta, for the Respondent

Judgement

J.S. Khehar, J.

Shop-cum-Office Site No. 21, Sector 33-D, Chandigarh was resumed by an order passed by the Assistant Estate Officer dated 26.11.1997 (Annexure P-1) on account of non-payment of installments. The petitioner preferred an appeal against the said order passed by the Assistant Estate Officer which was disposed of by the Appellate Authority namely Commissioner, Municipal Corporation, Chandigarh exercising the powers of Chief Administrator, U.T. Chandigarh by an order dated 29.11.2000, by taking a lenient view, and by directing the appellant i.e. the petitioner, herein, to clear the entire amount of arrears along with interest and ground rent etc. by 31.3.2001. The petitioner having not been able to clear the dues in terms of the order passed by the Appellate Authority preferred a Revision Petition. The Revisional Authority namely, the Advisor to the Administrator, U.T., Chandigarh, dismissed the said Revision Petition on 3.12.2003. Against the afore-stated order passed by the Assistant Estate Officer, the Appellate Authority as well as the Revisional Authority, the petitioner has preferred the instant writ petition.

2. Profiteering from a citizen can never be the aim and object of a welfare State. The action of depriving a citizen of his property, therefore, has to be as a matter of last resort. It is in the background of the aforesaid rights of a citizen recognized by the Appellate Authority, that the Appellate Authority while adjudicating upon the appeal preferred by the petitioner, allowed the petitioner further time to discharge his

financial liabilities. It is, therefore, apparent, that the Appellate Authority had ignored/over-looked/condoned, the delay at the hands of the petitioner in not being able to pay installments, interest and ground rent on time. The Revisional Authority, however, did not evaluate the controversy in the same manner, as had been done by the Appellate Authority. The Re-visional Authority did not delve into the circumstances which had prevented the petitioner from discharging his financial obligations.

3. While the instant writ petition has remained pending before this Court, the petitioner has paid the amount due in lieu of Shop-cum-Office Site No. 21, Sector 33-D, At the very outset, the petitioner had undertaken to deposit the entire amount due in lieu of the afore-stated site, along with interest and ground rent etc. We are informed that in furtherance of the petitioner's claim of desiring to pay the entire amount, a sum of Rs. 10 lacs was deposited on 10.12.2003 i.e. a few days after the filing of instant writ petition. In our order dated 16.1.2004, the claim of the respondents is reflected, namely that a total amount of Rs. 47,61,330/- was payable by the petitioner after adjusting the aforesaid sum of Rs. 10 lacs. It is categorically averred by the learned Counsel for the petitioner that a sum of Rs. 37,76,330/- was paid by the petitioner on 2.1.2004. This is also reflected in the additional affidavit filed by the Assistant Estate Officer dated 13.10.2004, as well as in Annexure R1, appended therewith. A perusal of the aforesaid affidavit reveals that a further sum of Rs. 10,14,542/- was still payable by the petitioner. It is the categorical case of the learned Counsel for the petitioner that the afore-stated outstanding amount of Rs.10,14,542/- has also been deposited by the petitioner. We have no reason to doubt the aforesaid statement made by the learned Counsel for the petitioner.

4. We are satisfied that the petitioner has not only paid the principal amount, but interest also on account of delayed payments in terms of statutory rules governing allotment of sites at the hands of the respondents besides ground rent etc. to the respondents. In the peculiar circumstances of this case, we are, therefore, satisfied that the order passed by the Revisional Authority deserves to be set aside. The same is accordingly set aside. The Revisional Authority shall reconsider the issue keeping in view the payments already made by the petitioner, and in case any balance amount is still payable, liberty should be granted to the petitioner to make such payment within a reasonable time. The Revisional Authority shall re-adjudicate upon the issue by passing a fresh order in accordance with law.

Disposed of accordingly.