

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Reserved on : 20.01.2026

1. CWP-22302-2024 (O&M)
OMBIR AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
2. CWP-11273-2025 (O&M)
DALBIR AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
3. CWP-12043-2025 (O&M)
NAND KISHOR AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
4. CWP-13775-2025 (O&M)
MEHAR SINGH ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
5. CWP-15409-2025 (O&M)
TAHAR SINGH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
6. CWP-15488-2025 (O&M)
BHARAMJEET SINGH ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
7. CWP-15552-2025 (O&M)
NARESH KUMAR ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents

CWP-22302-2024 (O&M) and other connected cases

8. CWP-15557-2025 (O&M)
RAMESH ALIAS RAMESH CHANDER ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
9. CWP-18496-2025 (O&M)
AMIT AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
10. CWP-18497-2025 (O&M)
NARESH KUMAR CHAUHAN AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
11. CWP-18498-2025 (O&M)
JAI KISHAN AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
12. CWP-18501-2025 (O&M)
NIRMAL SINGH ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
13. CWP-18502-2025 (O&M)
ANAND SARUP AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
14. CWP-18503-2025 (O&M)
SUDESH ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
15. CWP-18504-2025 (O&M)
PRATAP AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents

16. CWP-18513-2025 (O&M)
SANJAY KUMAR AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
17. CWP-18549-2025 (O&M)
MAHAVEER SINGH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
18. CWP-5585-2025 (O&M)
SHAKUNTALA ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
19. CWP-31476-2025 (O&M)
ANIL KUMAR AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
20. CWP-26766-2025 (O&M)
TEJ SINGH CHAUHAN AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
21. CWP-26767-2025 (O&M)
SANTOSH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
22. CWP-36264-2025 (O&M)
BRAJ PAL AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
23. CWP-36265-2025 (O&M)
AMAR SINGH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents

24. CWP-36317-2025 (O&M)
NIRMALA DEVI ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
25. CWP-34557-2025 (O&M)
JAIDEEP AND ORS ...Petitioners
V/S
STATE OF HARYANA AND ORS ...Respondents
26. CWP-37852-2025 (O&M)
HOSHIYAR SINGH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
27. CWP-37857-2025 (O&M)
MANJEET DHAKA AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
28. CWP-37864-2025 (O&M)
SATISH KUMAR ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
29. CWP-37876-2025 (O&M)
ABHINAV CHAUHAN ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
30. CWP-37877-2025 (O&M)
ANGOORI DEVI ...Petitioner
V/S
STATE OF HARYANA AND OTHERS ...Respondents
31. CWP-37878-2025 (O&M)
VIRENDER AND ANOTHER ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents

CWP-22302-2024 (O&M) and other connected cases

32. CWP-37880-2025 (O&M)

NARESH CHAUDHARY

...Petitioner

V/S

STATE OF HARYANA AND OTHERS

...Respondents

Reserved on : 21.01.2026

33. CWP-38330-2025 (O&M)

AMAR SINGH CHAUHAN

...Petitioner

V/S

STATE OF HARYANA AND OTHERS

...Respondents

34. CWP-38331-2025 (O&M)

PINKI CHAUHAN

...Petitioner

V/S

STATE OF HARYANA AND ORS

...Respondents

Reserved on : 22.01.2026

35. CWP-32805-2025 (O&M)

RAVINDER PAL

...Petitioner

V/S

STATE OF HARYANA AND OTHERS

...Respondents

36. CWP-34433-2025 (O&M)

M/S AISHWARYA GROVERS PVT. LTD.

...Petitioner

V/S

STATE OF HARYANA AND OTHERS

...Respondents

37. CWP-34827-2025 (O&M)

RAJESH MITTAL AND ANOTHER

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

Reserved on : 23.01.2026

38. CWP-1775-2026 (O&M)

KAPTAN SINGH AND ORS.

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

CWP-22302-2024 (O&M) and other connected cases

39. CWP-1822-2026 (O&M)

OMBIR SINGH AND ORS.

V/S

STATE OF HARYANA AND OTHERS

...Petitioners

...Respondents

40. CWP-1828-2026 (O&M)

UNESH KUMAR AND ANOTHER

V/S

STATE OF HARYANA AND OTHERS

...Petitioners

...Respondents

Reserved on : 29.01.2026

41. CWP-34561-2025 (O&M)

SURESH KUMAR

V/S

STATE OF HARYANA AND OTHERS

...Petitioner

...Respondents

Reserved on : 30.01.2026

42. CWP-2248-2026 (O&M)

SAROJ DEVI

V/S

STATE OF HARYANA AND OTHERS

...Petitioner

...Respondents

43. CWP-2426-2026 (O&M)

DHARAMPAL JAI SINGH CHAUHAN

V/S

STATE OF HARYANA AND OTHERS

...Petitioner

...Respondents

44. CWP-2522-2026 (O&M)

PREM WATI AND OTHERS

V/S

STATE OF HARYANA AND OTHERS

...Petitioners

...Respondents

Reserved on : 12.02.2026

45. CWP-21585-2025 (O&M)

POOJA CHAUHAN AND OTHERS

V/S

STATE OF HARYANA AND OTHERS

...Petitioners

...Respondents

CWP-22302-2024 (O&M) and other connected cases

46. CWP-21611-2025 (O&M)
DILBAGH SINGH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
47. CWP-21654-2025 (O&M)
GANDHI CHAUHAN AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
48. CWP-21704-2025 (O&M)
RAMESH AND ANOTHER ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
49. CWP-23938-2025 (O&M)
RAVI KUMAR AND ANR ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
50. CWP-24075-2025 (O&M)
VISHAL MALIK AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
51. CWP-24806-2025 (O&M)
SATBIR SINGH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents
52. CWP-24812-2025 (O&M)
DILBAG SINGH AND OTHERS ...Petitioners
V/S
STATE OF HARYANA AND OTHERS ...Respondents

CWP-22302-2024 (O&M) and other connected cases

53. CWP-24813-2025 (O&M)

ANIL AND OTHERS

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

54. CWP-24822-2025 (O&M)

NARESH DEVI AND OTHERS

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

55. CWP-24862-2025 (O&M)

KIRAN AND ANR

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

56. CWP-24917-2025 (O&M)

SAVITA AND ANR

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

57. CWP-25724-2025 (O&M)

KRISHAN CHAND KHATRI AND OTHERS

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

58. CWP-25735-2025 (O&M)

PREM WATI AND OTHERS

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

59. CWP-31856-2025 (O&M)

ASHOK

...Petitioner

V/S

STATE OF HARYANA AND OTHERS

...Respondents

CWP-22302-2024 (O&M) and other connected cases

60. CWP-31857-2025 (O&M)

SANTOSH AND OTHERS

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

61. CWP-31860-2025 (O&M)

PANKAJ CHAUHAN AND OTHERS

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

Reserved on : 13.02.2026

62. CWP-4483-2026 (O&M)

RAM DAS AND ANOTHER

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

Reserved on : 24.02.2026

63. CWP-3593-2026 (O&M)

RISHI PARKASH

...Petitioner

V/S

STATE OF HARYANA AND OTHERS

...Respondents

64. CWP-13030-2025 (O&M)

SATISH JAIN AND OTHERS

...Petitioners

V/S

STATE OF HARYANA AND OTHERS

...Respondents

1.	Date when Order was reserved	Sr. No.1 to 32 (on 20.01.2026) Sr. Nos.33 & 34 (on 21.01.2026) Sr. Nos.35 to 37 (on 22.01.2026) Sr. Nos.38 to 40 (on 23.01.2026) Sr. No.41 (on 29.01.2026) Sr. Nos.42 to 44 (on 30.01.2026) Sr. Nos.45 to 61 (on 12.02.2026) Sr. No.62 (on 13.02.2026) Sr. Nos.63 to 64 (on 24.02.2026)
2.	Date of Pronouncement of Order	25.02.2026
3.	Date of uploading order	25.02.2026
4.	Whether operative part or full order is pronounced	FULL

5.	Delay, if any, in pronouncing of full order, and reasons thereof	Not Applicable
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**CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

Present: Mr. Amit Jhanji, Senior Advocate with
Mr. Shashank Shekhar Sharma, Advocate;
Mr. Ajit Malik, Advocate,
Mr. Ashok Kaushik, Advocate
Mr. Sunny Chauhan, Advocate;
Mr. Vikram Singh Punia, Advocate,
Mr. Alok Jain, Advocate,
for the petitioner(s).

Mr. Pravindra Singh Chauhan, Advocate General, Haryana with
Mr. Deepak Bhardwaj, Addl. Advocate General, Haryana;
Mr. Ankur Mittal, Senior Advocate with
Ms. Ashna Singh, Advocate and
Mr. Deepak Sabherwal, Advocate
for the respondents-HSVP.

Mr. Gaurav Bansal, DAG, Haryana.

DEEPAK MANCHANDA, J.

1. By this common order, the bunch of aforementioned writ petitions shall stand disposed of, as they involve similar questions of law with respect to the reliefs claimed by the petitioners—oustees. Arguments have been heard in the petitions, in relation to issues arising out of the settled law and the policies so framed. The said issues are being dealt with collectively in the present writ petition, i.e. CWP-22302-2024. Further, though some questions do not arise out of facts of the same but findings recorded herein would be relevant for most of the writ petitions. Accordingly, the facts of CWP No.22302-2024 are being considered for the purpose of adjudication of all the connected petitions.

2. That the facts giving rise to the present writ petition are that the land of the petitioners was acquired vide Notification dated 17.11.2005 issued under Section 4 of the Land Acquisition Act, 1894 for the establishment of Rajiv

CWP-22302-2024 (O&M) and other connected cases

Gandhi Education City, Sonipat, and Award was announced on 02.03.2006. Subsequently, in the year 2010, the respondents framed a policy for allotment of residential plots to the oustees whose land had been acquired for the aforesaid project. Applications were invited from eligible landowners and the last date for submission of applications was 25.07.2010. The petitioners, being eligible oustees, duly applied within the prescribed period and deposited an amount of Rs.50,000/- as earnest money along with their respective application forms. Thereafter, the respondents issued allotment letters dated 19.03.2019, 20.03.2019, 26.03.2019 and 29.07.2019 (Annexures P-12 to P-16) demanding a rate of Rs.19,200/- per square meter and imposed erroneous conditions requiring the petitioners to deposit 25% of the total cost within 30 days and the balance amount within 60 days, failing which the allotments were liable to be cancelled.

3. It is pleaded that similarly situated oustees were granted the benefit of instalment payments vide letter dated 25.01.2017 (Annexure P-8), whereby they were permitted to deposit the remaining 75% amount in six equal annual instalments spread over six years. Aggrieved by the arbitrary terms, the petitioners earlier filed CWP No.571 of 2024, which was dismissed as withdrawn on 06.02.2024 with liberty to approach the respondent-authority. However, instead of granting relief, the respondents rejected the claim of the petitioners vide speaking orders dated 12.07.2024 (Annexures P-22 & P-22-A).

4. It is further pleaded that, despite timely submission of applications by the petitioners, the respondents failed to conduct the draw of lots for several years. Consequently, similarly situated landowners were constrained to file petition bearing CWP No.25952 of 2014, which resulted in directions being issued to conduct the draw of lots on or before 31.08.2015, however, despite

such directions by this Court, compliance by the respondents remained partial and delayed and even in the case of the petitioners, vide the impugned speaking orders dated 12.07.2024 (Annexures P-22 and P-22-A), rejected the claim on the alleged ground of delay and cancelled the allotment of residential plots under the oustees quota. The petitioners through this petition have challenged the said cancellation and sought quashing of allotment letters dated 19.03.2019, 20.03.2019, 26.03.2019, 29.07.2019, (Annexures P-12 to P-16), requiring deposit of the entire cost in lump sum within a short period, where non-payment thereof has resulted in cancellation of the allotments. The petitioners have further prayed for issuance of directions to charge the rate applicable for the year 2010-11, i.e. Rs.3,960/- per square metre, being the rate charged from SRM University, Chennai, which had applied in the same financial year. It has also been prayed that directions be issued to the respondents to issue fresh allotment letters to the petitioners on the same terms and conditions as extended to similarly situated oustees, permitting payment over a period of six years in six equal instalments, instead of insisting upon lump sum payment within 60 days.

5. Learned senior counsel appearing on behalf of the petitioners submits that the action of the respondents in charging the current price applicable for the year 2019, i.e. ₹19,200/- per square meter, as stipulated in Clause 4 of the allotment letters, is wholly arbitrary, illegal, unjust, non-transparent and discriminatory. It is contended that such action is in clear violation of the law laid down in the case of ***Rajiv Manchanda and others Vs. Haryana Urban Development Authority and another***, 2018 (4) RCR (Civil) 508, and in the case of ***Ram Lal Mahendru Vs. State of Haryana and others***, CWP No.16389 of 2025, decided on 22.12.2025. He further submits that the cancellation of the

allotment vide the impugned orders dated 12.07.2024 (Annexures P-22 and P-22-A) is equally arbitrary, inasmuch as the same has been effected solely on the ground of non-payment of the remaining amount within 30 days. Learned senior counsel, with reference to the allotment letter, submits that the benefit granted to similarly situated persons in **CWP No.13048 of 2019 (Naresh Vs. State of Haryana and others)** and other connected matters has been denied to the present petitioners on the ground that they could not claim parity as they had not deposited the remaining amount.

6. It is argued that the said action of the respondents is discriminatory, since the claim of the petitioners has been rejected merely for non-deposit of the amount within the stipulated period, whereas, in the judgment rendered in the case of **Naresh** (supra) and connected matters, this Court, while allowing the petitions, extended the time for payment and permitted the allottees to deposit the amount in instalments over a period of six years, instead of insisting upon deposit of the entire amount within 60 days as required under Clause 4 of the allotment letters. Learned senior counsel further submits that since this Court has already dealt with a similar issue in the case of **Ram Lal Mahendru** (supra), wherein a bunch of petitions was allowed with directions to re-determine the allotment price based on the price prevailing on the date of the application/advertisement in 2018, instead of the current price being charged, the action of the respondents is contrary to the mandate of the judgments in **Rajiv Manchanda** (supra), **Ram Lal Mahendru** (supra), and **Naresh** (supra). As per the mandate of the judgment in **Ram Lal Mahendru** (supra), the period for payment would be six years, to be made in six equal installments, along with interest at the rate of 5.5% per annum. He further argues that, once the

respondents had accepted the aforementioned judgments, which had attained finality, and extended the period for payment to six years, the allotment of plots qua the petitioners should not have been cancelled by imposing a period of 60 days from the date of issuance of the allotment letters and any cancellation on this ground would be arbitrary and contrary to the settled law.

7. Learned senior counsel has further argued that the delay in approaching this Court does not disentitle the petitioners from seeking relief as being pleaded by the respondents, where number of factors need to be considered. To support his contentions on the issue of delay he has relied upon the judgements in *Ram Autar Singh Yadav Vs. The State of Uttar Pradesh and others, Civil Appeal No.13806 of 2024* and *Sunil Kumar Rai and others Vs. State of Bihar and others, (2024) 17 SCC 592*.

8. Per contra, learned senior counsel appearing for respondents No.2 to 4 – HSVP, while referring to the reply filed, submits that in terms of the conditions agreed upon in the allotment letters, the petitioners failed to deposit the requisite amount within the stipulated period. Consequently, the allotments were cancelled on account of non-compliance with the terms and conditions of the allotment letters, and the action so taken is fully justified. It is further contended that petitioners cannot be permitted to take advantage of their own default in not adhering to the terms and conditions governing the allotment.

9. He further submits that the claim of the petitioners seeking parity with other persons, to whom relief was granted by this Court vide order dated 20.02.2023 in *Naresh* (supra) was rightly rejected, as the petitioners are differently situated from those oustees. He contends that the allotment letters issued to the petitioners contained similar conditions, varying only with respect

to the amount and the due dates of deposit. Despite being fully aware of the terms of the allotment letters, the petitioners failed to comply with the same, inasmuch as they neither deposited 25% of the tentative price nor the remaining 75% thereof. It is, therefore, argued that the petitioners never accepted the allotment made in their favour and, consequently, the plots allotted to them stood automatically cancelled, and the application money deposited by them was forfeited.

10. We have heard learned counsel for the parties. A plain reading of the pleadings and the material available on record would show that present bunch of petitions along with this petition centers around three issues as carved out hereinbelow, which require adjudication by this Court.

1. *Whether the petitioners violated the terms and conditions of the allotment letters by failing to make the payment in accordance with the prescribed schedule and, if so, whether the consequent cancellation of the allotment and forfeiture of the earnest money disentitling the petitioners from claiming any damages is legal and sustainable in law?*
2. *Whether the delay on the part of the petitioners in approaching this Court disentitles them from claiming relief on the ground of parity with similarly situated petitioners/oustees?*
3. *Whether, after cancellation of the allotment, the petitioners, being oustees, are entitled to apply afresh at a subsequent stage as a distinct category in terms of the judgment rendered in Rajiv Manchanda (supra)?*

11. Though the prayers raised in the present petition, regarding the demand of current price in the allotment letters issued to the petitioners and the

stipulation granting only 60 days time for depositing the remaining 75% of the amount instead of permitting payment in instalments over a period of six years, are no longer *res integra* in view of the judgment rendered by this Court in **Ram Lal Mahendru** (supra). The relevant extract of the aforesaid judgment is reproduced hereinbelow:

*“24. The judgment passed in the **Rajiv Manchanda’s** case (supra) was delivered in the year 2017, even post that there has been no corrective change in the respondents’ approach and the same is apparent, where respondents have deliberately issued the allotment letter dated 09.05.2025 (Annexure P-12) after a delay of about seven years, charging the current price in clear derogation of the mandate of the **Rajiv Manchanda’s** case (supra) as well as the applicable policy of 2018, and without furnishing any explanation whatsoever for the inordinate delay from 2018 till 2025.*

25. Learned counsel for the petitioner has annexed the rate list Annexure P-9 for the purpose of drawing the attention of this Court to the general rates fixed by respondent-HSVP for allotment in the specific areas including the area which has been allotted to petitioner under oustee quota. Therefore, when respondent-HSVP has issued a rate list though the same may not have been in reference to the oustees, but it serves the purpose for determining the prevailing price/rate at the time of application by the petitioner, who is not at fault as the delay is attributed to the respondent-HSVP. Therefore, respondents cannot take a plea that there was no prevailing price rate at the time of advertisement or the application.

*26. Further, the judgments relied upon by the learned counsel for the respondents have already been considered and dealt with in the judgment passed in **Rajiv Manchanda’s** case (supra), wherein the issue of price has been finally adjudicated.*

27. In view of the above, we are constrained to hold that the act and conduct of the respondent–HSVP is wholly unjustified and such repeated mistakes cannot be accepted. We also cannot lose sight of the fact that once the respondent–HSVP, by virtue of the settled law in **Rajiv Manchanda’s** case (*supra*), had accepted adjudication on the issue relating to the rate of allotment to be charged at the advertised rate or at the application, it is wholly incomprehensible as to on what basis it subsequently demanded the current price vide the impugned allotment letter dated 09.05.2025 (Annexure P-12). Such conduct appears to be manifestly arbitrary and tainted with mala fides.

28. Now, the second question relating to the levy of interest at the rate of 11%, which has been argued at length by both the parties, requires adjudication. As referred to hereinabove, in two of the writ petitions forming part of the present bunch, i.e. **CWP No. 21962 of 2025 and CWP No.35904 of 2025**, the petitioners therein have specifically challenged the levy of interest by the respondents @11%, terming the same to be exorbitant, and has sought adjudication on the said issue, the same is required to be tested on the anvil of the mandate laid down by the Full Bench in **Rajiv Manchanda’s** case (*supra*).

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32. Consequently, we respectfully disagree with the conclusion drawn by the Coordinate Bench holding that payment at the advertisement rate along with 11% interest as the allotment price was well-justified and did not call for interference and are of the view that such a conclusion lacks justification, particularly when the issue required detailed examination and reasoning before recording final observations qua 11% rate of interest being the “**Reasonable Interest**”. Moreover, on the conjoint reading of the interim order dated 26.04.2022 passed in CWP-16857-2021, and of the observations made by the

*Coordinate Bench in the final order dated 03.10.2023 of the writ petition, it clearly indicates that if the rate of 11% interest is not specifically stipulated in **Rajiv Manchanda's case** (supra), then the interest would be charged as per bank rates prevailing between 2010 till the date of payment. Therefore, the conclusion of the Coordinate Bench finalizing the rate of interest at 11% is contrary to the Full Bench's judgment in **Rajiv Manchanda's case** (supra), wherein only "Reasonable Interest" was held to be applicable.*

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36. Now for the adjudication of the third question, whether as per Clause 6 of the allotment letter, the stipulation of 180 days for payment of 75% of the balance amount in lump sum is justified or arbitrary, as raised in four writ petitions, i.e. CWP No.31492 of 2025, CWP-28344-2025, CWP No.25716-2025 and CWP-32859-2025 forming a part of this bunch. In CWP No. 31492 of 2025, the petitioner therein has relied upon Annexure P-5, i.e. the allotment letter dated 01.01.2018, wherein, in the case of similarly situated oustee, the respondents have granted the option of six years' installments for payment of the remaining 75% instead of 180 days. The relevant extract of the said allotment letter is reproduced below:-

"6. The balance amount i.e. Rs. 1463922.50/- of the tentative cost of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 6 Yearly instalments of Rs. 243987.00/-. The first installment will fall due after the expiry of one year of the date of issue of this letter. Each installment would be recoverable together with interest on the balance price @12% p.a. on the remaining amount. The interest shall, however, accrue from the date of offer of possession. In case balance 75% of the tentative price of the plot is paid in

lump-sum within 60 days from the date of issue of allotment letter, the rebate of 5% in the price of plot will be allowed.”

37. Further, the petitioner has placed reliance upon the judgment passed by a Coordinate Bench of this Court in CWP No. 13048 of 2019, decided on 20.02.2023, titled *Naresh v. State of Haryana and others*, and has submitted that in the said case, the Coordinate Bench granted the benefit of payment of the price of plot within a period of six years, as per the policy of the HSVP. It is further contended that the said judgment has attained finality, as the same has not been challenged by the respondents. The relevant extract of the same is reproduced herein below:

“Mr. Parveen Mehta, Advocate, has filed memorandum of appearance on behalf of respondent/HSVP in CWP Nos.37891 of 2018, 34571, 32504, 32488, 31998, 31885 of 2019 and 20727 of 2022, which is taken on record.

*Having heard the counsel for the parties and on going through the order dated 22.04.2022 passed by the Administrator, HSVP, Rohtak, in pursuance to the directions issued by this Court, we find the order to be based upon the Full Bench judgment of this Court in *Rajiv Manchanda Versus Haryana Urban Development Authority and another 2018 (2) PLR 422*. The parameters, as have been laid down therein, have been duly relied upon and considered while passing the said order, therefore, we do not find any ground for not agreeing with the same.*

Since the petitioners, after the allotment of the plot to them, have immediately approached this Court and the writ petition has been pending all through, we are of the considered view that the petitioners should be granted the benefit of payment of the plots within a period of six years as per the policy of

HSVP obviously charging them the relevant interest for the said period. The petitioners be informed about the payment schedule and the instalments. The petitioners will pay the first instalment after a period of 30 days from the date of receipt of the letter from the respondents intimating them the instalment amount, which they have to pay in pursuance to the order passed by this Court.

These writ petitions stand disposed of in above terms.”

38. Upon perusal of the allotment letter dated 01.01.2018 referred in para No.36 and of the aforesaid judgment, we are of the considered view that the respondents have acted in a discriminatory manner by requiring payment of remaining 75% amount within 180 days instead of permitting payment in six annual installments. It has also to be noticed that the delay in allotment is not attributable to the petitioner; rather, it is entirely attributable to the respondents. In such circumstances, the petitioner is entitled to the benefit of making the payments in six annual installments and for the said purpose the relevant interest would be 5.5% for the said period. Even in the Rajiv Manchanda's case (supra), the delay attributable to the respondents was elaborately discussed. The present case stands on identical footing. Once it was possible for the respondents to allot the plot on the date when the petitioner had applied, but the same was not done solely due to the respondents' default and not due to any act or omission on the part of the petitioner-oustee, the petitioner cannot be penalised for such a delay.”

12. While considering the first framed issue, i.e., whether the petitioners are entitled to relief, despite non-compliance with the terms and conditions of the allotment letters, it is noticed that the allotment letters were

issued to the petitioners in the year 2019, requiring them to deposit 25% of the tentative price within 30 days and the remaining 75% within the subsequent 60 days. However, despite the said stipulation, the petitioners remained silent for a considerable period of about six years and, for the first time, approached the respondent-authority by serving a legal notice dated 01.01.2024 followed by a representation dated 21.02.2024. The said legal notice and representation came to be decided by the respondents vide the impugned orders dated 12.07.2024 (Annexures P-22 & P-22-A), which was passed in compliance with the directions issued by this Court on 06.02.2024 in CWP-571-2024 filed by the petitioners.

13. Further, in view of the aforesaid background, we are also of the considered opinion that, had the petitioners, immediately upon receipt of the allotment letters, raised their grievance and approached this Court seeking parity with the other petitioners/oustees who were granted relief in the light of *Naresh* (supra), an equitable relief could have been extended to them. By approaching the Court without any undue delay, the petitioners could have been placed at par with those petitioners and granted similar benefit. However, having failed to do so and having approached this Court at a highly belated stage, the benefit following from the above judgment cannot now be extended to them.

14. During the course of arguments, a specific query was put to learned senior counsel for the petitioners as to why the terms and conditions relating to payment within the stipulated period, as prescribed in the allotment letters, were not complied with. Learned senior counsel fairly conceded and answered the said query in the negative, hence in light of the same it can be safely drawn that petitioners violated the terms of allotment and have no explanation to justify.

15. In order to examine the second issue, i.e., whether the delay in approaching this Court disentitles the petitioners from claiming relief on the ground of parity with similarly situated petitioners/oustees, we have considered the entire material available on record as well as the pleadings of the parties. We have also endeavored to ascertain whether any explanation for the delay was furnished in the representation allegedly submitted to the respondent-authority in the year 2024, however, a copy of the said representation has not been placed on record. Even the dates of the legal notice and representation find mention only in the reply filed by the respondents and not in the pleadings of the petitioners. In such circumstances, the question arises as to whether the negligent and indolent conduct of the petitioners can be condoned. In the absence of any cogent explanation either from the petitioners or from the material available on record, the delay remains wholly unexplained. Admittedly, the delay of about six years in approaching this Court in the year 2024, coupled with the failure of the petitioners to deposit the amount in terms of the allotment letters, proves fatal to the relief claimed by them.

16. We find that, having accepted the cancellation, the petitioners are estopped, by virtue of the doctrine of acquiescence, from challenging the automatic cancellation of the allotment and the terms and conditions of the allotment letters after a lapse of about six years. Learned senior counsel has opposed the prayer of the petitioners seeking restoration of the allotment, contending that the cancellation took place six years earlier and the present petition is clearly hit by delay and laches, whereby the petitioners, by their own acquiescence, have forfeited their right to seek a remedy. We do endorse that the said doctrine squarely applies to the facts of the present case. We have also gone

through the judgements cited by learned senior counsel for the petitioners to justify the delay but the same are not applicable to the facts of this case and do not extend much support to the petitioners.

17. With regard to the third issue, i.e., whether after cancellation of the allotment the petitioners, being oustees, can apply afresh at a subsequent stage as a distinct category in terms of the judgment rendered in ***Rajiv Manchanda*** (supra), we have examined the said judgment. It is evident therefrom that the issue concerning the eligibility of the petitioners as oustees already stands settled by the judgments in ***Sandeep*** (supra) and ***Rajiv Manchanda*** (supra), wherein it has been held that once a person qualifies as an oustee, he continues to retain that status.

18. Question No.7 framed by the Full Bench in ***Rajiv Manchanda*** (supra) specifically dealt with the rights of an oustee who either does not exercise his right of allotment when it first accrues or who, despite applying, does not get a plot. Referring to the judgment in ***Sandeep*** (supra), the Full Bench conclusively held that failure to apply for a plot pursuant to an advertisement issued at a particular stage does not disentitle an oustee from applying for allotment of a plot in response to subsequent advertisements, so long as plots are available within the overall ceiling of 50% reserved plots in a sector.

19. It was further clarified that, since oustees constitute a separate and distinct category, not applying in response to one or more advertisements does not deprive them of their right of rehabilitation nor does it affect their status as oustees. Therefore, the failure to apply, or even the loss of allotment at an earlier stage, does not disentitle an oustee from applying for allotment of a plot at a subsequent stage whenever fresh advertisements are issued.

20. Another aspect considered by the Full Bench in *Rajiv Manchanda* (supra), while dealing with Question No.6 and by referring to the judgment in *Sandeep* (supra), was whether an oustee can be denied the right to raise a grievance regarding non-allotment of a plot on account of delay and laches arising from failure to apply pursuant to a public advertisement. The Full Bench answered the said question by holding that an oustee, whose land has been acquired, does not lose his status merely because he did not apply for a plot at an earlier stage. Such a person retains the right to seek allotment of a plot as a member of a separate and distinct category whenever advertisements are issued inviting applications from eligible applicants, including oustees.

21. Thus, an oustee who was not allotted a plot despite having applied, or even one who failed to apply in response to an earlier advertisement, does not lose the entitlement to be considered for allotment of a plot in future under the oustee category and is not disentitled from submitting an application at a subsequent stage.

22. Upon consideration of the aforesaid findings, it can safely be inferred that an oustee, whose land has been acquired, does not lose his status as an oustee at any stage. No prohibition has been placed upon such an oustee that, once he fails to obtain a plot for any reason whatsoever, he would be precluded from applying pursuant to a subsequent advertisement. Even if an oustee does not apply in response to an earlier advertisement, he is not disentitled from submitting an application for allotment of a plot under the oustee category at a later stage, as has been unequivocally clarified in the aforesaid judgments.

23. Admittedly, the eligibility of the petitioners as oustees is not in dispute and stands established, particularly as allotment letters had earlier been

issued in their favour. However, owing to their own default in not depositing the requisite amount within the stipulated period in terms of the allotment letters, and having approached this Court after a lapse of about six years from the issuance of the said allotment letters, the allotments came to be cancelled.

24. No doubt, the petitioners have already lost their first opportunity to obtain a plot owing to their own default and have also failed to furnish any explanation for non-deposit of the requisite amount. However, such lapse does not disentitle them from submitting an application for allotment of a plot under the oustee category in response to subsequent advertisements issued by the respondent-authority. Accordingly, in view of the mandate laid down in *Rajiv Manchanda* (supra), as and when any advertisement is issued in future, the petitioners shall be at liberty to apply for allotment of a plot under the oustee category, and no embargo can be placed upon them from availing such opportunity.

25. Further, nothing has been placed on record with regard to the availability of plots, whether in the same sector, the adjoining sector, or the next residential sector. The petitioners' land was acquired vide notification dated 17.11.2005, applications were invited in the year 2010–11, the last date for submission being 25.07.2010, and till date nearly sixteen years have elapsed. The Full Bench of this Court, while dealing with a similar issue concerning availability of plots in *Rajiv Manchanda* (supra), considered Question No.12, clarified and said view was also accepted by the State Government that if plots are not available in the sector from which the oustee's land has been acquired or in the adjoining sector, the oustee would be entitled to allotment of a plot in the nearest sector where a plot under the oustee quota is available. It was also

observed in *Rajiv Manchanda* (supra) that a contrary view would be irrational and would defeat the very purpose of the oustee quota, and there would be no justification to deny allotment in an alternate sector. The Full Bench also additionally clarified that allotment in the next residential sector would arise particularly where the acquired land is utilized for the purposes specified in the policy dated 28.08.1998, namely recreational sector, institutional zone, group housing societies, or industrial purposes.

26. In the present case, the acquisition was for establishment of Rajiv Gandhi Education City, Sonipat, an institutional area meant for allotment to educational institutions, and the said purpose stands achieved. It may also be noticed that the land was acquired in the year 2005, whereas applications were invited only in the year 2010–11 after a gap of about five years, and the allotment letters were issued in the year 2019, i.e., approximately nine years after inviting applications, which resulted in avoidable hardship. To that extent, the delay is attributable to the respondent–HSVP and not to the petitioners, as has also been noticed by this Court in *Ram Lal Mahendru* (supra) and to mitigate further hardship of oustees who have already suffered due to delay, the respondent–HSVP may exercise its options regarding allotment under oustee quota strictly within the four corners of law.

27. On the other hand, we also cannot lose sight of the fact that, despite issuance of the allotment letters, the petitioners failed to comply with the terms and conditions thereof, and the delay on their part has ultimately proved fatal to their claim. Consequently, the benefit of the judgment in *Ram Lal Mahendru* (supra) with regard to price and the extended period for payment cannot be extended at this stage, particularly when the allotment letters already stand

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cancelled. Nevertheless, the petitioners still retain the opportunity to revive their entitlement as oustees in accordance with law by applying pursuant to any subsequent advertisement issued by the respondent-authority.

28. In view of the foregoing discussion, the writ petition(s) are dismissed insofar as the prayers made therein are concerned. However, liberty is granted to the petitioners to apply afresh, as and when any advertisement is issued in future under the oustee category, in accordance with law.

29. Pending miscellaneous application(s), if any, also stand disposed of.

(DEEPAK MANCHANDA)
JUDGE

(ANUPINDER SINGH GREWAL)
JUDGE

25.02.2026

sandeep

Whether speaking/reasoned :	Yes
Whether Reportable :	Yes