

Narender Chadha and others v. Union of India and others (6), *G. P. Doval and others v. Chief Secretary, Government of U.P. and others* (7), *P. S Mahal and others v. Union of India and others* (8), to highlight his submission that refusal to consider the period spent on *ad hoc* appointment for regularisation of service is violative of Articles 14 and 16 of the Constitution of India. These judgments have absolutely no bearing to the facts of the present case. Regularisation of the service of the petitioners herein governed by the statutory rules as stated supra, and they will be deemed to be the members of the service from the date of their appointment under the Rules.

(8) There is, thus, no merit in these writ petitions. The same are, therefore, dismissed. We, however, leave the parties to bear their own costs.

S.C.K.

Before : V Ramaswami, CJ and G. R. Majithia, J.

M. S. DUTTA AND OTHERS,—Petitioners.

versus

STATE OF HARYANA AND OTHERS,—Respondents.

Civil Writ Petition No. 515 of 1986.

March 10, 1989

Constitution of India, 1950—Art. 226—Allotment made out of quired land—Condition of allotment providing for enhancement of ice—Enhanced price demanded—Opportunity of hearing to allottee fore such demand—Requirement of.

Held, that there is no requirement in law that the allottee has to be associated in determining the additional price recoverable from the land. Of course, if the allottee disputes the calculation made by the Revenue Officer, he or she can move the authorities for inspection of the records to ascertain how the additional price was worked out and

6) 1986 (1) SLR 437.

7) A.I.R. 1984 S.C. 1527.

3) 1984 (4) S.C.C. 545.

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if any discrepancy is found, it could be brought to the notice of the Estate Officer who will rectify all genuine mistakes but the allottee cannot insist that before assessing the enhanced price an opportunity of hearing ought to be afforded to him because this requirement neither flows from the statute nor on the ground of equity because the matter is purely of calculation of the additional price as per judgment rendered by the Reference Court, High Court or the Supreme Court, as the case may be.

(Para 3).

Petition under Article 226 of the Constitution of India praying that:

- (a) *a writ of mandamus may be issued thereby declaring that the provisions of section 15 (5), 15 (6) and 17 of the Act are illegal, ultra vires, null and void and unconstitutional and that the respondent be restrained from enforcing the aforesaid provisions against the petitioners and the impugned order Annexure P-1 may also be set ;*
- (b) *the provisions of rule 5A of the rules may also be declared illegal, null and void and the respondents be restrained from enforcing the aforesaid provisions against the petitioners ;*
- (c) *a writ of certiorari may be issued thereby quashing the impugned order Annexure P-1, and similar notice issued to plot holders of Section 37 ;*
- (d) *or such other appropriate writ, order or orders as may be deemed fit under the circumstances of the case may be passed in favour of the petitioners and against the respondents,*
- (e) *costs of this petition may be allowed against the respondents.*

It is further prayed that pending final decision of writ petition, recovery of the enhanced amount may kindly be stayed.

K. P. Bhandari, Sr. Advocate, Ravi Kapur, Advocate with him, for the petitioners.

V. K. Vashishta, Advocate for H.U.D.A., B. S. Malik, Addl. A.G. Haryana, for the State.

JUDGMENT

G. R. Majithia, J.

(1) The writ petitioners have called in question the order of respondent No. 3, dated January 9, 1986 whereby petitioner No. 3 was directed to deposit a sum of Rs. 5,325 towards the additional price of the plot which stood allotted to him on February 15, 1974. The additional price was demanded on the ground that clause 11 of the conveyance deed provided that price of the plot is subject to variation with reference to enhancement of compensation of acquisition cost of land by the Court or otherwise. The compensation of the land acquired was enhanced by District/High Court and the same was deposited by respondent No. 2. The additional cost including the expenditure incurred in connection with the litigation works out @ Rs. 21.30 per square yard and the total amount payable comes to Rs. 5325. Learned counsel for the petitioners raised the following submissions at the time of argument :—

- (i) that the petitioners should have been given opportunity of hearing by respondent No. 3 before working out the enhanced price of the plot;
- (ii) that the expenditure incurred in connection with litigation by respondent No. 2 cannot be recovered from the allottees.

(2) In support of his submissions, the learned counsel relied upon *Charanjit Bajaj v. State of Haryana and others* (1), and *Shiv Charn Lal Aggarwal and others v. Haryana Urban Development Authority and others*, (2).

(3) Clause 7 of the allotment order reads as under :—

“The above price of the plot is tentative to the extent that any enhancement in the ‘cost’ of land awarded by the competent authority under the Land Acquisition Act shall also be payable proportionately, as determined by the Authority. The amount so determined shall be paid within thirty days of its demand.”

(1) 1986 P.L.J. 601.

(2) 1987 P.L.J. 601

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The allottee accepted the allotment of the plot subject to the terms and conditions mentioned in the allotment letter. The allottee is not only liable to pay the additional enhanced price of the land but also the cost of acquisition which includes solatium, interest and legal expenditure incurred by respondent No. 2 in defending acquisition and the Award of the Land Acquisition Collector at all the stages mentioned in the Land Acquisition Act. There is no requirement in law that the allottee has to be associated in determining the additional price recoverable from it. Of course, if the allottee disputes the calculation made by the Estate Officer, he or she can move the authorities for inspection of the record to ascertain how the additional price was worked out and if any discrepancy is found, it could be brought to the notice of the Estate Officer who will rectify all genuine mistakes but the allottee cannot insist that before assessing the enhanced price an opportunity of hearing ought to be afforded to him because this requirement neither flows from the statute nor on the ground of equity because the matter is purely of calculation of the additional price as per judgment rendered by the Reference Court, High Court or the Supreme Court, as the case may be. Both the judgments referred to by the learned counsel do not advance his case. This Court has upheld the right of respondent No. 2 to revise the additional price of plot on the basis of enhancement of compensation. The right of respondent No. 2 to claim interest on the amount deposited by it was not accepted by the Bench. This situation has not arisen in the instant case nor any such allegation has been made in the petition either.

(4) In *Shiv Charan Lal Aggarwal's* case (supra), the Single Bench followed the Division Bench authority in *Charanjit Bajaj's* case (supra) and held that Haryana Urban Development Authority was not entitled to demand interest from the date of deposit of initial compensation till the date of issuance of notice. This judgment has also no relevancy to the facts of the instant case.

(5) For the foregoing reasons, this writ petition is dismissed. However, there is no order as to costs.