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of the Commission had not been obtained when they were promoted nor their names were brought on list 'G' but the promotees of the 1989 batch after their promotion continued on the post uninterruptedly till their services were regularised by the Commission when it accorded approval to their names being brought on list 'G' with effect from the dates they were promoted. They are, therefore, entitled to the benefit of their temporary service which they rendered as DSPs and that service has to count towards their seniority. We have carefully gone through the judgments cited on behalf of the petitioner and find that they are different on facts and do not advance the case of the petitioner.

(11) Before concluding, we may mention that the writ petitioner also pleaded in his writ petition that he was entitled to confirmation in the service from the date when the Commission recommended his name for appointment as a DSP and that the respondents were in error in not giving him that benefit but this plea was not pressed at the time of arguments.

(12) No other point was raised.

(13) In the result, the writ petition fails and the same stands dismissed with no order as to costs.

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R.N.R.

*Before Jawahar Lal Gupta & N.K. Sud, JJ*

RAVINDER KAUR—*Petitioner*

*versus*

CHANDIGARH HOUSING BOARD & OTHERS—*Respondents*

C.W.P. No 8787 OF 2000

9th May, 2001

*Constitution of India, 1950—Art. 226—Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1979—Reg. 17—Allotment of two flats by making wrong statements—Cancellation of allotments after duly considering replies to the show*

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*cause notices—No personal hearing given before cancelling the allotment—Whether violates Reg. 17—Held, no—Reg. 17 does not contemplate an oral hearing to the allottee.*

*Held*, that, Regulation 17 does not contemplate an oral hearing in every case. It only postulates the grant of a reasonable opportunity before any order adverse to the allottee is passed. The entire material which existed against the petitioner was disclosed to them. They were given an opportunity to explain. They had filed their written explanations. These had been duly considered. Thus, there was no violation of the provisions contained in Regulation 17.

(Para 13)

*Further held*, that personal hearing is not an essential requirement in every case. The principles of natural justice are no more than rules of fair play. These are meant to promote justice. To secure fairness of procedure. The petitioners are guilty of not only trying to hoodwink and providing false information to the Housing Board but have also made a substantial amount of money by misleading respondent—Harjit Singh. Therefore, grant of any relief to the petitioners would amount to putting premium on dishonesty. We cannot persuade ourselves to reward such people. In fact, power under Article 226 has to be used to undo injustice. To help the needy. Not to reward the dishonest and greedy.

(Para 15 & 18)

V.K. Jain, Sr. Advocate with

J.L. Malhotra, Advocate—for the petitioner

A.K. Mittal, Advocate—for respondent No. 1 & 2,

Sanjay Singhmar, Advocate—for respondent No. 3.

## JUDGMENT

JAWAHAR LAL GUPTA, J (Oral)

(1) These two petitions raise a common question —Is the action of the respondent-Board in ordering the cancellation of allotment of Flat Nos. 3898 and 3898/1, Sector 47-D, Chandigarh, *vide* orders dated, 11th April, 2000, vitiated as an opportunity of personal hearing was not offered to the petitioners?

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(2) A few facts on which there is no dispute may be briefly noticed.

(3) The petitioners are husband and wife. In June, 1976, the petitioners submitted two applications for the allotment of flats to the Chandigarh Housing Board. They had also requested that the flats may be allotted on the ground and upper floors in one unit. After the draw of lots, the petitioners were called upon to file affidavits that they or their relations had not filed any application for the allotment of a residential flat or house in Chandigarh, Mohali or Panchkula. On 11th February, 1980, both the petitioners filed affidavits stating, *inter alia*, that "I or my wife/husband . . . had applied for a residential flat/house . . . and *have surrendered the said residential flat/house* as per terms of the allotment letter of dwelling unit by the Housing Board Chandigarh." After the filing of these affidavits, the possession of the two flats was taken by the petitioners on 25th February, 1980. Thereafter they paid monthly instalments. On 8th June, 1992 both filed application for issue of 'No Dues Certificates'.

(4) On 22nd November, 1994, the petitioners were served with notices to show cause as to why the allotments be not cancelled. It was, *inter alia*, alleged that at the time of the submission of the applications, they had furnished false information in the application forms and made false declarations in the affidavits dated 11th February, 1980. It was pointed out that the two petitioners were married to each other. Despite that, they had kept back this information and given information which was false to their knowledge. In fact, a deliberate attempt had been made to mislead the Board by giving different permanent and correspondence addresses. The petitioner Ravinder Kaur did not even disclose the name of her husband in the application form or in the affidavit. She actually mentioned the name of her father.

(5) The petitioners submitted separate replies to the show cause notices. These were considered and, finally, the impugned orders were passed. A copy of the order passed against the petitioners in Civil Writ Petition No. 8839 of 2000 is at Annexure P-5 with the writ petition.

(6) The petitioners have *inter alia* alleged that the orders are violative of Regulation 17 inasmuch as personal hearing was not given to them before the authority passed the impugned orders. On this basis, it has been prayed that the orders for cancellation of allotment and forfeiture of the amount paid be quashed.

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(7) A written statement has been filed on behalf of the Chandigarh Housing Board. Various inaccuracies in the statements made by the petitioners at different stages have been pointed out. It has also been stated that Smt. Ravinder Kaur has sold the flat to one Harjit Singh. She had executed an agreement to sell on 19th May, 1999. Thereafter, she had given a General Power of Attorney, a Will and an affidavit dated 21st June, 1999 to the purchaser. Actual physical possession of the property was handed over to Harjit Singh on receipt of the consideration money on 21st June, 1999. This fact had come to the notice of the Board on 10th April, 2000 on receipt of a letter from the Investigating Officer, Special Crime Cell, Sector 17, Chandigarh. He had informed that a criminal case had been registered on the complaint filed by Harjit Singh. He had alleged that Smt. Ravinder Kaur had cheated him to the tune of Rs. 7 lacs regarding the sale of House No. 3898/1, Sector 47-D, Chandigarh. The respondents maintain that the order is in conformity with the rules and regulations. Since, the petitioners had violated the conditions of allotment and made wrong statements, the impugned orders have been passed. It is maintained that the orders do not violate Regulation 17.

(8) On an application filed by Harjit Singh, he was impleaded as a respondent in the petition.

(9) Counsel for the parties have been heard. Even though various grounds have been raised in the petition, the solitary contention raised on behalf of the petitioners at the time of hearing is that the orders are violative of Regulation 17 inasmuch as, the petitioners were not given an opportunity of personal hearing.

(10) The provisions of Regulation 17 may be noticed. It reads as under :—

“17. Cancellation of lease : The Board may cancel the lease of any allottee or hirer of a particular portion/Flat on the grounds of breach of any conditions of allotment and forfeit whole or part of the money already paid to the Board and thenceforth the property shall vest in the Board. Provided a reasonable opportunity of being heard is provided to the allottee/hirer before cancelling the lease.”

(11) The regulation empowers the authority to cancel the allotment. However, an opportunity of being heard has to be provided to the allottee before cancelling the lease. The Regulation does not in terms say that the allottee has to be given an oral hearing.

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(12) In the present case, it is the admitted position that the show cause notices indicating the various grounds on which the orders of allotment were proposed to be cancelled were served on the petitioners. They were given opportunity to say whatever they wanted to. In fact, the petitioners had filed detailed replies. Copies have been produced as Annexures on the record. It has not been suggested that there was anything more which the petitioners would have pointed out at the time of hearing. It also deserves notice that no opportunity of personal hearing was sought in the replies to the show cause notices. It was not suggested that the petitioners wanted to adduce any evidence or that they wanted to be orally heard.

(13) In our view, Regulation 17 does not contemplate an oral hearing in every case. It only postulates the grant of a reasonable opportunity before any order adverse to the allottee is passed. In the present case, entire material which existed against the petitioners was disclosed to them. They were given an opportunity to explain. They had filed their written explanations. These had been duly considered. We are satisfied that there had been duly considered. We are satisfied that there was no violation of the provisions contained in Regulation 17.

(14) Mr. Jain contends that the petitioners had a right to the grant of personal hearing. We are unable to accept this contention. Firstly, no such prayer was made. Even in the replies to the show cause notices, an opportunity of personal hearing was never sought. Secondly, we find no ground for holding that personal hearing has to be granted in every case. In *Union of India and another v. Jensus Sales Corporation (1)* their Lordships were pleased to observe as under :—

“However under different situations and conditions the requirement of compliance of the principles of natural justice vary. The courts cannot insist that under all circumstances and under different statutory provisions personal hearings have to be afforded to the persons concerned. If this principle of affording personal hearing is extended whenever statutory authorities are vested with the power to exercise discretion in connection with statutory appeals, it shall lead to chaotic conditions. *When principles of natural justice require an opportunity to be heard before an adverse order is passed on any appeal or application, it does not in all circumstances mean a personal hearing.* (Emphasis supplied). The requirement is complied with by affording

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an opportunity to the person concerned to present his case before such quasi-judicial authority who is expected to apply its judicial mind to the issues involved.”

(15) It is, thus, clear that personal hearing is not an essential requirement in every case. The principles of natural justice are no more than rules of fair play. These are meant to promote justice. To secure fairness of procedure. In the present case, it is clear that the petitioners had consistently made attempts to hoodwink the respondent-Board. A perusal of the impugned order brings out their conduct in entirety. It has been found that the story as given in the replies to the show cause notices has been concocted. They have gone to the extent of pleading that their relations were strained and that they were staying separately. In fact, it has been found that the application forms were filled up by them in the same hand, ink and pen. They were got attested from the same Oath Commissioner on 24th June, 1976. These were submitted on the same day to the Chandigarh Housing Board against Serial Nos. 1056 and 1057. The Bank Drafts submitted along with the application forms were purchased from the same bank on the same day and bore consecutive numbers. Both had given their permanent address as House No. 175, Sector 20-A, Chandigarh. Both had made payments,—*vide* bank demand draft Nos. 205322 and 205323 drawn on the Punjab National Bank, Sector 17, Chandigarh. The papers for filing the affidavits were purchased from the same Stamp Vendor on 11th February, 1980 against Serial Nos. 3263 and 3264. The payments were made by both of them together on the same day,—*vide* Diary Nos. 9968 and 9969. These factors clearly militate against the plea taken by the petitioners that their relations were strained and that they were staying separately or that they were not aware of the fact that a separate application had also been submitted by the husband/wife.

(16) Another fact which deserves notice is that despite having known that the Housing Board was proceeding to cancel the allotments, the petitioner Ravinder Kaur had parted with the possession of the property and accepted the amount of Rs. 7 lacs from respondent-Harjit Singh. The action does not show the petitioners in good light. Their effort was to make a quick buck and to confront the respondent with a fait accompli.

(17) Faced with this, Mr. Jain contends that at least one of the petitioners should have been allowed to retain a flat.

(18) In a case of *bona fide* mistake, it may be possible to overlook an inaccurate statement. However, in the present case, the petitioners

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have told a series of lies. They have shown no regard for truth. The petitioners had not shown any remorse or repentance for the wrong statements made by them. In fact, it was asserted that their relations were strained. The wife was staying with her parents when she had applied for the flat. They are guilty of not only trying to hoodwink and providing false information to the Housing Board but have also made a substantial amount of money by misleading respondent-Harjit Singh. In the circumstances of this case, grant of any relief to the petitioners would amount to putting premium on dishonesty. We cannot persuade ourselves to reward such people. In fact, power under Article 226 has to be used to undo injustice. To help the needy. Not to reward the dishonest and greedy.

(19) Mr. Jain contends that if an opportunity of personal hearing had been given, the petitioners might have persuaded the authority to allow partial forfeiture of the amount paid by them. We are unable to accept even this contention. The total amount paid by each of the petitioners is Rs. 24,000. They have occupied the premises for a period of more than 18 years each and now one of the flats has been sold to respondent-Harjit Singh while the other is still in their occupation. They have recovered the money many times over.

(20) No other point has been raised.

(21) In view of the above, we find no merit in these petitions which are consequently dismissed. No costs.

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R.N.R.

*Before Mehtab S. Gill, J*

BACHAN SINGH—*Petitioner*

*versus*

STATE OF PUNJAB & OTHERS—*Respondents*

C.W.P. No. 8399 of 2000

24th May, 2001

*Constitution of India, 1950—Art. 226—Civil Court setting aside an order awarding punishment to the petitioner being illegal—Judgment of the Civil Court attained finality as no appeal against this judgment filed—Authorities issuing show cause notice & charge sheet on the same charges—Action of respondents illegal & not*