

- (2) The Deputy Commissioner or such other officer not below the rank of an Extra Assistant Commissioner, as the Deputy Commissioner may authorise, shall convene a meeting for the consideration of the motion referred to in sub-section (1), in the manner laid down in the rules, and shall preside at such meeting.
- (3) If the motion is carried with the support of not less than two-thirds of the members of the committee, the President or Vice-President, as the case may be, shall be deemed to have vacated his office."

(6) The relevant provision is, in fact, contained in Clause (3). It provides that the President shall be deemed to have vacated his office "if the motion is carried with the support of *not less than two thirds* of the members of the Committee....." (Emphasis supplied). Admittedly, the Committee has 14 members. Two-thirds of 14 is 9.33. Indisputably, only 9 persons were present at the meeting and had supported the motion of no confidence against the petitioner. 9 is less than 9.33. On a perusal of Section 21, we are of the opinion that the impugned proceedings had not been taken by the requisite number of persons. It was not in conformity with the provisions of Section 21(3).

(7) In view of the above, the writ petition is allowed and the impugned proceedings at Annexure P. 1 are set aside. It is declared that the motion of no confidence against the petitioner was not passed in accordance with law. In the circumstances of the case, the parties are left to bear their own costs.

J.S.T.

Before : S. S. Sodhi & G. C. Garg, JJ.

SMT. SARLA SACHDEVA.—Petitioner.

versus

THE ESTATE OFFICER, U.T., CHANDIGARH AND OTHERS,
—Respondents.

Civil Writ Petition No. 14213 of 1990

1st November, 1991.

Constitution of India, 1950—Art. 226—Auction held in 1977 of residential plot—Twenty five per cent paid—Balance amount to be paid in accordance with allotment letter by 1980—Allottee failed to pay—Lease cancelled—Despite several opportunities to pay amount

even after cancellation, allottee did not do so—Can not now be allowed to pay amount due.

Held, that it will be seen that ample time and opportunity was afforded to the petitioner to pay the amount due even much after the time fixed in the allotment letter had elapsed. Not only this, even after stating before the Chief Administrator her willingness to pay the entire amount due, she again failed to avail of the opportunity afforded to her to do so. It is apparent, therefore, that the entire exercise, on the part of the petitioner now, is but an attempt to profiteer, keeping in view the great escalation in the price of residential sites in Chandigarh, which now far exceeds the total amount payable as the sale/lease price of such sites. Such being the situation, no occasion is provided here for granting to the petitioner the relief claimed. This writ petition is accordingly hereby dismissed and in the overall context of the circumstances here, with Rs. 1,000 as costs.

(Paras 6 & 7)

Writ Petition under articles 226/227 of the Constitution of India, praying that, the order of the respondent No. 2 in so far as it lays down certain conditions on the fulfilment of which the cancellation of lease hold rights was to be restored may be set aside.

It is further prayed that order of the Adviser respondent No. 3 refusing to exercise jurisdiction vested in him under rule 22(4) may also be set aside.

It is also prayed that the petitioner may be allowed to deposit the remaining amount and imposing of conditions such as 10 per cent interest and forfeiture of ground rent may be waived off.

That the service of prior notices to the respondents and filing of the certified copies of the annexures be dispensed with.

That the petitioner have not filed any other similar writ petition either in this Hon'ble Court or the Supreme Court of India.

It is therefore prayed that the writ petition may be allowed with costs and status quo regarding the possession of plot in dispute may be granted till the decision of this writ petition.

Application for allowing the Applicant to be impleaded as Respondent Under Order 1 Rule 10 read with Section 151 C.P.C. praying that, the applicant be allowed to be impleaded as one of the respondents in the writ petition referred above.

Mr Dinesh Madra, Advocate, for the petitioner.

Mr. Sukhdev Khanna, Advocate, Mr. Ashok Aggarwal, Sr. Advocate, Mr. Subhash Gool, Advocate with him, for the respondents.

JUDGMENT

S. S. Sodhi, J.

(1) To acquire now in 1991, a residential plot in Chandigarh at its 1977 price is what these proceedings under Article 226 of the Constitution of India are all about.

(2) On October 29, 1977, at an auction held by the Estate Officer, Chandigarh, the petitioner—Sarla Sachdeva obtained allotment of residential site 2340, Sector 23-C, Chandigarh, measuring 198.33 square yards at a premium of Rs. 34,200. A sum of Rs. 8,550 was paid towards 25 per cent of the premium for the site. The balance amount was payable in terms of the allotment letter (annexure P/1) in three equal annual instalments along with interest thereon at the rate of 7 per cent per annum. In addition, a sum of Rs. 855 was also payable annually as lease money for the site for the first 33 years. A somewhat larger amount was payable for the next two slabs of 33 years.

(3) In terms of the allotment letter, the entire premium payable for the site should have been paid by 1980, but the petitioner failed to do so. A notice was consequently served upon the petitioner on March 31, 1981 under rule 12(3) of the Chandigarh Lease Hold of sites and Building Rules, 1973. An opportunity was also afforded to the petitioner for being heard on June 29, 1981 and January 12, 1982. No one, however, appeared on behalf of the petitioner despite service resulting eventually in the cancellation of the lease of the petitioner and forfeiture of 10 per cent of the premium for the site plus the amount of ground rent calculated up to the date of the cancellation. This order (annexure P/2) was passed by the Estate Officer on January 12, 1982 and a copy thereof was forwarded to the petitioner—Sarla Sachdeva on May 5, 1982.

(4) On appeal, the Chief Administrator, Chandigarh set aside the impugned order of the Estate Officer and directed the restoration of the lease of the site to the petitioner subject to the condition that the petitioner pays all the instalments due along with interest, forfeiture amount and ground rent within 30 days of his order. This order being of May 17, 1984 (annexure P/3). It is pertinent to note that this order was made by the Chief Administrator in view of the specific statement made before him by the petitioner to the effect that she was prepared to pay the entire amount outstanding against her in respect of the lease of the said site. It appears, however, that

in pursuance of this order too no further amount was paid. The petitioner instead went up in revision before the Advisor to the Administrator of the Union Territory, Chandigarh, who, by his order of October 25, 1989 (annexure P/4), dismissed the revision petition.

(5) The circumstance of material significance to note here that on December 11, 1987, during the pendency of the revision petitioner before the Advisor to the Administrator and after the lease of the site in favour of the petitioner, already stood cancelled, she entered into an agreement for the sale of this site to Smt. Murti Devi for Rs. 1,20,000.

What is more, according to the return filed on behalf of the Chandigarh Administration, the present market value of the site is Rs. 5,00,000. The relief that the petitioner now seeks is the setting aside of the order cancelling the lease, upon the petitioner now paying the entire amount due as per the terms and conditions incorporated in the letter of allotment (annexure P/1). In other words, at its 1977 price, with, of course, interest thereon.

(6) It will be seen that ample time and opportunity was afforded to the petitioner to pay the amount due even much after the time fixed in the allotment letter (annexure P/1) had elapsed. Not only this, even after stating before the Chief Administrator her willingness to pay the entire amount due, she again failed to avail of the opportunity afforded to her to do so. It is apparent, therefore, that the entire exercise, on the part of the petitioner now, is but an attempt to profiteer, keeping in view the great escalation in the price of residential sites in Chandigarh, which now far exceeds the total amount payable as the sale/lease price of such sites.

(7) Such being the situation, no occasion is provided here for granting to the petitioner the relief claimed. This writ petition is accordingly hereby dismissed and in the over-all context of the circumstances here, with Rs. 1,000 as costs.

J.S.T.

Before : J. S. Sekhon and S. S. Rathor, JJ.

DHARAM PAL CHHACHHIYA.—Petitioner.

versus

JOINT SECRETARY (CO-OPERATIVE), HARYANA AND OTHERS,—Respondents.

Civil Writ Petition No. 6215 of 1991.

18th November, 1991.

Punjab Co-operative Societies Act, 1961 (as applicable in Haryana)—Ss. 54, 55 & 56—Embezzlement—Reference to arbitration—