

# **Dr. Dolly Kumari (Trustee) Archisha ... vs State Of U.P. Thru. Prin. Secy. Nagar ... on 28 February, 2025**

**Author: Rajan Roy**

**Bench: Rajan Roy**

HIGH COURT OF JUDICATURE AT ALLAHABAD, LUCKNOW BENCH

?Neutral Citation No. - 2025:AHC-LK0:12067-DB

Court No. - 2

Case :- WRIT - C No. - 1765 of 2025

Petitioner :- Dr. Dolly Kumari (Trustee) Archisha Educational Trust Lko. And Another

Respondent :- State Of U.P. Thru. Prin. Secy. Nagar Vikas Deptt. Lko. And 2 Others

Counsel for Petitioner :- Jitendra Vikram,Dilip Kumar Srivastava

Counsel for Respondent :- C.S.C.,Pankaj Patel

Hon'ble Rajan Roy,J.

Hon'ble Om Prakash Shukla,J.

1. Shri Ashish Chaturvedi, Advocate has filed his vakalatnama on behalf of the opposite parties no. 2 and 3. The same is taken on record.

2. Heard learned counsel for the petitioners, learned Additional Chief Standing Counsel for the State and Shri Ashish Chaturvedi along with Shri Pankaj Patel, learned counsel for the opposite parties no. 2 and 3.

3. By means of this writ petition the petitioner has challenged Anneuxre No. 1 dated 30.04.2024 by which the security amount deposited by the petitioners at the time of registration for allotment of a plot has been forfeited.

4. We have perused the allotment letter which contains specific condition to the effect that if the amount due under the said letter which was to the tune of about Rs.59,66,000/- is not deposited by the time stipulated the security amount deposited which was to the tune of Rs.34,39,000/- would stand forfeited. We have also seen the judgment dated 10.03.2021 rendered by a Division Bench of this Court in a writ petition bearing Writ Petition No. 5263 (M/B) of 2021 filed by the petitioner earlier was disposed of on 10.03.2021 in the following terms:-

"Heard Mr. Ajay Pratap Singh counsel for petitioner as well as Mr. Atul Kumar Singh for opposite parties 2,3 and 4. Standing Counsel is present for opposite party No.1. Writ petition has been filed seeking following reliefs:-

" (i) To issue a writ, order or direction in the nature of Certiorari thereby quashing the impugned order dated 01.02.2021 passed by the Opposite Party No.4 contained as Annexure no.1 to the Writ Petition.

(ii) To issue a writ, order or direction in the nature of Certiorari thereby quashing the order if any, passed by the Opposite Party No.3 so far it relates regarding the refusal to grant of time to the Petitioners for depositing the amount, after summoning the same from its custodian.

(iii) To issue a writ, order or direction in the nature of Mandamus commanding the Opposite Parties specially the Opposite Party No.2 to 4 to allow the Petitioners to deposit the amount in easy installments, in the interest of justice."

Learned counsel for petitioner submits that petitioner was allotted the plot of land in question for the purpose of primary school in Saketpuri Awasiya Yojana. The petitioner has deposited certain amount as registration amount (Rs.34,39,000/-), however due to personal difficulties, he could not deposit the remaining consideration amount. The petitioner was granted time vide letter dated 7.11.2020 issued by the opposite party No.4 to deposit the remaining amount of Rs.4,11,96,555/- latest by 8.12.2020. The petitioner in fact could not arrange the funds and as such could not deposit the required amount due to the Covid Pandemic.

It is submitted that petitioner is ready to deposit the entire outstanding amount including the cost of surplus land. He is also ready to pay interest on the outstanding amount at the bank interest rates. The submission is that the opposite parties are not considering request of the petitioner and now have proceeded to issue an advertisement to make fresh allotment for the land in question. By the impugned order dated 1.2.2021 they have cancelled the allotment of the petitioner.

Learned counsel for opposite party No.2 and 3 was directed to seek instructions as to whether one more opportunity can be given to the petitioner to deposit the entire outstanding amount including

the cost of the surplus land and the interest accrued there over the outstanding amount. Learned counsel for opposite party No.2 and 3 on the basis of instructions submits that in case the petitioner deposits the total outstanding amount which comes to Rs.6,26,35,891.35 in one installment within a reasonable time, the opposite parties are ready to consider his request.

In this view of the matter, the writ petition is finally disposed of at this stage with the following directions:-

- (i) The opposite parties will make fresh calculation of the total outstanding amount which shall include the outstanding amount of the plot allotted to the petitioner, the cost of the surplus land and simple interest at the bank rate over the outstanding amount and provide calculations to the petitioner within one week from today.
- (ii) The petitioner shall, thereafter, pay the entire outstanding amount within a period of four weeks after receipt of the statement of the accounts from the opposite party No.2 and 3.
- (iii) The petitioner shall pay the total demanded amount in one installment within the time period provided above.
- (iv) The amount already paid shall be adjusted while calculating the total outstanding amount.
- (v) In case the petitioner fails to deposit the entire demanded amount, the opposite party will be free to proceed for the fresh allotment of the plot in question and the petitioner will have no claim over the land in question."

5. The petitioners have not annexed aforesaid order, though, he has annexed an earlier interim order passed in the aforesaid writ petition which is of no avail.

6. The admitted case of the petitioner as accepted by their counsel is that the amount as was required to be paid under the order of this Court was never paid. The impugned order says that on 30.06.2022 itself on account of failure of the petitioners to pay the due amount in terms of the judgment of this Court the petitioners were communicated that security amount deposited with them at the time of registration stood forfeited.

7. Much emphasis was laid by the petitioners' counsel to say that though, the impugned order refers to '?????????' but it does not disclose what '?????????' has been done. Well, the '?????????' was on account of non payment of due amount to the authority since 2018 even after passing of the judgment dated 10.03.2021 and the plot could not be utilized for educational purposes for which it was allotted.

8. The writ petition is absolutely misconceived. Accordingly, the writ petition is dismissed.

.

(Om Prakash Shukla,J.) (Rajan Roy,J.) Order Date :- 28.2.2025 R.K.P.