

ASHISH SETH

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v.

SUMIT MITTAL AND OTHERS

(Contempt Petition(C) No. 34/2016 in

Writ Petition (Criminal) No.5/2015)

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OCTOBER 09, 2020

**[ASHOK BHUSHAN AND M. R. SHAH, JJ.]**

*Contempt of Court – Dispute between two groups of a Joint Venture (JV) Company – Seth Group and Mittal Group – The JV Company had acquired some land and also availed licenses with an intent to develop the land – Subsequently, both the Groups agreed to divide the development in the land and thereupon the development rights in the land were sold – Dispute arose between them in respect of payment of liabilities out of the JV Company which gave rise to various litigations – Matter was referred to arbitration – Memorandum of Settlement (MoS) dated 04.05.2015 was executed between the Groups whereunder both the groups were to fulfill the reciprocal obligations – Writ Petition was disposed of in terms of the MoS – In the contempt petitions filed by Seth Group, the grievance was that Mittal Group failed to comply with the obligations under the MoS and the non-compliance was wilful and intentional – On 24.04.2020, this Court held that the Mittal Group deliberately and willfully did not fulfill their obligations under the MoS and as such they rendered themselves liable for action under the Contempt of Courts Act – However, two months' time was given to them to fulfill their part of obligations under the MoS – Despite the above specific directions, licenses were not renewed by the Mittal Group and because of non-renewal of the licenses, the balance amount of EDC liability was not paid by the Seth Group and even the Mittal Group also did not pay their liability towards EDC of the said licenses – Hence IAs filed by both the Groups – Held: Considering the earlier order dated 24.04.2020, it is not disputed that the Mittal Group was to renew licenses and for which application was to be submitted by them – The three licenses were with respect to the entire 48.03 acres of the land, out of which the development rights of only 14.80 acres were given to Seth Group – Even bifurcation of licenses was*

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- A *with respect to 14.80 acres in favour of Seth Group and the remaining 33.23 acres in favour of the Mittal Group and others – Conjoint reading of relevant clauses of MOS showed that the liability of the Seth Group towards the license renewal fees is with respect of the lands falling to the share of Seth Group i.e. 14.80 acres and additionally, the Seth Group is also required to pay half of the liability of others towards license renewal fees and the Mittal Group is liable to pay balance license renewal fees – Thus, both the Groups are directed to pay their respective license renewal fees liability within two weeks – As regards the liability towards EDC, both Groups desired to avail the benefit of One Time Settlement Scheme,*
- B *“Samadhan Se Vikas” – In view of that, both the Groups are required to submit mutual consent opting for the benefit of OTS scheme – Thus, in continuation of earlier order dated 24.04.2020, directions passed in respect of renewal of license and payment of amount towards EDC liability under the new OTS scheme – Matter to be listed after three months for reporting compliance.*

CIVIL ORIGINAL JURISDICTION: Contempt Petition (C) No. 34 of 2016 in Writ Petition (Criminal) No. 5 Of 2015.

[Under Article 32 of The Constitution of India]

- E Jayant Sud, ASG, Anil Grover, AAG Haryana, Ranjit Kumar, K.V. Viswanathan, Sr. Advs, Abhimanyu Bhandari, Rajnish Kumar Singh, Rakesh Kumar-i, Ms. Noopur Singhal, Rahul Khurana, Satish Kumar, Sanjay Kumar Visen, Ankit Goel, Sanjay S. Chhabra, Rajnish Singh, Nitesh Jain, Ms. Priyanka Kaushik, K.N. Singh, Abhishek Agarwal, Ayush Sharma, Akhilesh Kumar Pandey, M/S. Karanjawala & Co., Bankey Bihari, Sahil Tagotra, Sachin Mittal, M.L. Lahoty, Paban K. Sharma, Anchit Sripat, Himanshu Shekhar, Advs. for the appearing parties.

The Judgment of the Court was delivered by

**M. R. SHAH, J.**

- G 1. The dispute is between the two groups – Seth Group and Mittal Group. Both, the Seth Group and Mittal Group entered into a Memorandum of Settlement (MOS) dated 4.5.2015, which ultimately was made a part of this Court's order dated 5.5.2015, disposing of Writ Petition (Criminal) No. 5 of 2015 and Writ Petition (Criminal) No. 11/2015. Non-compliance of the order passed by this Court in the aforesaid H writ petitions is the subject matter of the present contempt petition No.

34/2016 initiated by the Seth Group. After considering the rival submissions and the relevant clauses in the MOS dated 4.5.2015 and after considering the obligations of the Seth Group and the obligations of the Mittal Group under MOS dated 4.5.2015 and after having noted and considered the material on record, this Court in the earlier detailed order dated 24.4.2020 specifically held that the Mittal Group have deliberately and wilfully not fulfilled their obligations which are required to be fulfilled under MOS dated 4.5.2015. This Court also opined that as such Mittal Group have rendered themselves liable for the action under the Contempt of Courts Act. However, before taking any further action, this Court granted further two months' time to the Mittal Group, namely, Shri Sumit Mittal, Shri Madhur Mittal and TFIPL, to fulfil their part of obligations under MOS dated 4.5.2015, more particularly,

- (i) To pay the entire EDC liability of TFIPL with interest in relation to license Nos. 34, 35 and 36 other than the share of the EDC liability which the Seth Group has undertaken to pay as per Clause 1.2 of the MOS; D
- (ii) As per Clause 1.2, EDC liability of the Seth Group is to the extent of Rs.25,27,92,000/-, out of the total EDC liability of TFIPL in relation License Nos. 34, 35 and 36 as on 24.03.2015 together with interest accrued thereon from 24.03.2015. Therefore, the Seth Group shall make the entire payment of Rs.25,27,92,000/- along with the interest accrued thereon from 24.03.2015 towards their EDC liability in respect of License Nos. 34, 35 and 36 of 2007; E
- (iii) The Mittal Group is hereby further directed to renew the license Nos. 34, 35 and 36 of 2007; to execute GPA by TFIPL (as per Clause 5.3), Board Resolution by TFIPL for availing benefit under EDC Relief Policy (as per Clause 1.2.1), NOC without any conditions (as per Clause 8) to the Seth Group; F
- (iv) Thereafter, the DTCP to bifurcate the Seth Group's portion of the land in accordance with law and as per the policy and/or the rules and regulations, if any. It is also observed that it will be open to the respective parties to avail the benefit of the applicable EDC Relief Policy, which may be considered by the DTCP in accordance with the applicable EDC Relief Policy, if any. G H

- A This Court specifically directed that the entire exercise shall be completed within a period of two months from the date of lifting lockdown in the concerned area, failing which this Court shall proceed to pass appropriate further order/orders under the Contempt of Courts Act for non-fulfilment of the obligations by the respondents – Shri Sumit Mittal, Shri Madhur Mittal and TFIPL.
- B 2. It appears that despite the above specific directions, license numbers 34, 35 and 36 of 2007 are not renewed by the Mittal Group and because of the non-renewal of the aforesaid licensees, even the balance amount of EDC liability has not been paid by the Seth Group and even the Mittal Group has also not paid their liability towards the EDC in respect of the aforesaid license numbers 34, 35 and 36 of 2007 and therefore the ultimate sufferer is the home buyers who are waiting for their homes.
- C 3. Seth Group has filed Interlocutory Application No. 78952 of 2020 for the following reliefs:
- D i) allow the present application and direct that in the event the Mittal Group still fails to comply with its obligations under the MOS dated 04.05.2015, as reiterated in the directions of this Court dated 24.4.2020, the bifurcation and renewal of license Nos. 34, 35 and 36 of 2007 be granted in favour of the Seth Group, subject to any further conditions;
- E ii) direct that consequent to the bifurcation and renewal of licenses in question, the Seth Group shall handover the apartments to the flat buyers within a time bound manner, under the control and direction of Director General Town and Country Planning, Haryana.
- F 4. Mittal Group has also filed Interlocutory Application No. 96206 of 2020 and have prayed for the following reliefs:
- G i) direct Seth Group to comply clause 1.2 (to the extent of providing Bank Guarantee) and clauses 1.3 and 1.4 and all other formalities as contained “para-17” of the order dated 05.05.2015 and to furnish the requisite documents to the Maximal Infrastructure Pvt. Ltd. as entailed in the Check-List formulated by DTCP for renewal of license, in a time bound manner;
- H ii) direct other developers, namely, Official Liquidator of Triveni Infrastructure Development Company Limited (presently company

is under liquidation), PAL Infrastructure Pvt. Ltd., ORS Infrastructure Pvt. Ltd. and Heritage Cottage Pvt. Ltd. to comply with all formalities as contained in the Check-List for renewal of license and furnish the requisite documents to the Maximal Infrastructure Pvt. Ltd. in a time bound manner.

5. It is the case on behalf of the Seth Group that the Mittal Group is deliberately and wilfully and with malafide intention creating the hurdles in getting the aforesaid three licensees renewed. It is submitted that unnecessarily the Mittal Group is asking the Seth Group to furnish the requisite documents to the Maximal Infrastructure Pvt. Ltd. as entailed in the Check-List formulated by the DTCP for renewal of licensees. It is submitted that unnecessarily the Mittal Group is insisting the other developers, namely, the Official Liquidator of Triveni Infrastructure Development Company Ltd., PAL Infrastructure Pvt. Ltd., ORS Infrastructure Pvt. Ltd. and Heritage Cottage Pvt. Ltd. to comply with all formalities as contained in the Check-List for renewal of license and furnish the requisite documents to Maximal Infrastructure Pvt. Ltd. It is submitted that even the Mittal Group is also not paying their liability towards the EDC, though specifically directed by this Court in its order dated 24.04.2020. It is submitted that the Mittal Group is required to pay the entire renewal license fee charges and because of non-payment of the renewal license fee charges and non-submission of the relevant documents and/or asking the documents from the Seth Group, though not required, licensees are not being renewed. It is submitted that so far as the Seth Group is concerned, they have already fulfilled their obligations under the MOS dated 4.5.2015 and have already paid the huge amount and despite the same they are not getting any benefits and therefore, it is prayed to grant the reliefs prayed in IA No. 78952 of 2020.

6. On the other hand, Shri Ranjit Kumar, learned Senior Advocate appearing on behalf of the Mittal Group has submitted that for getting license numbers 34, 35 and 36 renewed the requisite documents as entailed in the Check-List formulated by the DTCP are required to be furnished and the Seth Group is not furnishing the requisite documents and therefore there is a delay in getting the aforesaid licensees renewed. It is submitted therefore that as such the Seth Group is responsible for not getting the licensees renewed.

6.1 Shri Ranjit Kumar, learned Senior Advocate appearing on behalf of the Mittal Group has further submitted that after the order

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- A dated 24.04.2020 passed by this Court, with respect to the EDC liability, the DTCP has come out with a new OTS Scheme, i.e., “Samadhan Se Vikas”. It is submitted that the Mittal Group is ready and willing to avail the new One Time Settlement Scheme – “Samadhan Se Vikas”. It is submitted that the amount due and payable under the new scheme has been computed by the DTCP in the last communication dated 17.09.2020.
- B 7. Having heard the learned counsel for the respective parties and considering the earlier order passed by this Court dated 24.04.2020, it cannot be disputed that as directed by this Court the Mittal Group is to renew license numbers 34, 35, and 36 of 2007 and for which the application is to be submitted by the Mittal Group – TFIPL. For the licensees to be renewed, the license renewal fee is required to be paid and only thereafter on payment of EDC by the respective groups – Seth Group and Mittal Group, as determined in the order dated 24.04.2020 and on payment of other charges due and payable under the law, the aforesaid license numbers 34, 35 and 36 of 2007 can be bifurcated. So, first of all, the
- C renewal license fee is required to be paid. It is the case on behalf of the Seth Group that they are not required to pay any renewal license fee and it is the liability of the Mittal Group to pay the renewal license fee, which is disputed by the Mittal Group.
- E 7.1 Now so far as the liability to pay the renewal license fee is concerned, the relevant clauses of MOS dated 4.5.2015 are required to be considered and they are clause nos. 1.3, para 2, para 5.4, 17 and 18, which are as under:
- “1.3 Pay License Fee to “Directorate of Town and Country Planning” (DTCP) Haryana as under:
- F 1.3.1 The Seth Group shall pay Rs.1,46,58,000/- (Rs. One Crore Forty Six Lacs and Fifty Eight thousand only) to TFIPL in the form of Demand Draft drawn in favour of “Directorate of Town and Country Planning” Haryana towards License Renewal Fee in respect of License Nos. 34, 35, & 36 of 2007 to the TFIPL on or before 21.06.2015 for forwarding the same to DTCP, Haryana on 21.06.2015 together with the balance license fee made available by Mittal Group in terms of the clause 5.4 below.
- G 2. The amount to be paid by Seth Group towards License Fee under Clause 1.3 and the Bank Guarantee to be furnished by Seth Group towards IDW, under Clause 1.4 above, includes not only
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the liability of Seth Group in that behalf, but also that of M/s Pal Infrastructure & Developer Pvt. Ltd. (for short "Pal"), M/s ORS Infrastructure Pvt. Ltd. (for short "ORS") and M/s Heritage Cottages Pvt. Ltd. (for short "Heritage") to the extent of Rs.53,11,000/- (approx.) towards license fee liability and Rs.1,69,83,000/- (approx.) towards IDW Bank Guarantee amount. Mittal Group have also similarly borne part of the liability of Pal, ORS and Heritage. As and when, Pal, ORS and Heritage, contribute their share of the License Fee and furnish their Bank Guarantee for the IDW amount, the Seth Group and Mittal Group will be entitled to the refund of the excess License Fee paid by them and also for restriction of the IDW Bank Guarantee to the amounts actually due by them, by substituting/replacing the Bank Guarantees of Seth Group and Mittal Group by the Bank Guarantees of Pal, ORS and Heritage. In the event of Pal, ORS and Heritage fail or neglect to pay the amounts due by them as aforesaid within 120 days from the date of deposit by the Seth Group, the Seth Group is authorized in its own name, to initiate appropriate legal proceedings against the defaulter/s, to the extent of the amount advanced by Seth Group along with interest, and/or in respect of Bank Guarantees so furnished, as stated herein before.

5.4 The Mittal Group shall pay/cause to be paid the balance license fee as well as the balance IDW Bank Guarantee (i.e. total amount payable on account of TFIPL less the Seth Group share as stated in Clause 1.3 and 1.4) to DTCP as per the demand of DTCP, Haryana on or before 23.06.2015 for renewal of License Nos. 34, 35 and 36 of 2007 in the name of TFIPL.

17. Mittal Group shall apply for renewal of license by 23.06.2015 subject to compliance of clause 1.2 (to the extent of providing Bank Guarantee), 1.3 & 1.4 by the Seth Group. The Seth Group have provided documents/undertakings with respect to the lands falling to share of the Seth Group under Agreement dated 15.06.2007, i.e. (i) Status of construction/allotment of EWS Flats, and (ii) Service Plan status its drawing, estimates and its approval from HUDA, Chandigarh annexed as Annexure – 16, to enable Mittal Group to apply for renewal of license. Seth Group does not have any further document in this regard, however, it is clarified that in case any indemnity, undertaking, letter and/or similar

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- A document is required to be executed after filing of the application for renewal of license, pertaining to the lands falling in the share of Seth Group under Agreement dated 15.06.2007, Seth Group shall do the needful at the earliest if so requested by Mittal Group.
- B 18. On application made for renewal of license in terms of clause 17, Mittal Group will secure renewal of license within 90 days. All administrative and miscellaneous charges, compounding fee, penalties and other charges levied and payable by PAL, ORS and Heritage for renewal of license shall be paid by the Mittal Group. All such charges in respect of FIPL agreement shall be exclusively paid/borne by Seth Group by similarly paying to TFIPL immediately on being demanded.”
- C 7.2 It is required to be noted that as noted in order dated 24.04.2020, the Seth Group earlier deposited a sum of Rs.1.47 crores towards the license renewal fees to DTCP, Haryana. It is also required to be noted that the aforesaid three license numbers 34, 35 and 36 of 2007 are with respect to the entire 48.03 acres of Sector 89 land, out of which the development rights of only 14.80 acres have been given to the Seth Group. Even, bifurcation of licensees shall be with respect to 14.80 acres in favour of the Seth Group and the remaining 33.23 acres in favour of the Mittal Group and others as under:
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|--|--|---|---|---|---|--|
| E  | <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">TFIPL<br/>48.038 acres<br/>Sector 89 Faridabad</td></tr> </table> |   |   |   |   | TFIPL<br>48.038 acres<br>Sector 89 Faridabad |
| TFIPL<br>48.038 acres<br>Sector 89 Faridabad |  |   |   |   |   |  |
| F  | 14.80 Acres<br>(Ferrous<br>Infrastructure<br>Pvt. Ltd.)  | 14.80 Acres<br>(Triveni<br>Infrastructure<br>Development<br>Company Ltd.) | 10.48 Acres<br>(Pal Infrastructure<br>& Developer<br>Pvt. Ltd.) | 5.50 Acres<br>(ORS Infrastructure<br>Pvt. Ltd.) | 2.8 Acres<br>(Heritage Cottages<br>Pvt. Ltd.) |  |

- Therefore, the liability of the Seth Group towards the license renewal fees would be to the extent of 14.80 acres of Sector 89 land only. However, it is required to be noted that as per clause 1.3 of MOS dated 4.5.2015, the Seth Group agreed to pay Rs.1,46,58,000/- to TFIPL towards license renewal fees in respect of license nos. 34, 35 and 36 of 2007 which included not only the liability of the Seth Group, but also that of PAL Infrastructure Pvt. Ltd., ORS Infrastructure Pvt. Ltd. and Heritage Cottage Pvt. Ltd. to the extent of Rs.53,11,000/- towards license renewal fees liability.
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7.3 As mentioned in clauses 1.3 and 2 of MOS dated 4.5.2015, the Mittal Group is also required to borne part of the liability of PAL Infrastructure Pvt. Ltd., ORS Infrastructure Pvt. Ltd. and Heritage Cottage Pvt. Ltd. As mentioned in clause 2, as and when, PAL, ORS and Heritage contribute their share of the license fee and furnish their Bank Guarantee for the IDW amount, the Seth Group and Mittal Group will be entitled to the refund of the excess license fee paid by them and also for restriction of the IDW Bank Guarantee to the amounts actually due by them, by substituting/replacing the Bank Guarantees of Seth Group and Mittal Group by the Bank Guarantees of PAL, ORS and Heritage. As provided in clause 2, in the event of PAL, ORS and Heritage fail or neglect to pay the amounts due by them within 120 days from the date of deposit by the Seth Group, the Seth Group is authorized in its own name, to initiate appropriate legal proceedings against the defaulter/s, to the extent of the amount advanced by the Seth Group along with interest, and/or in respect of Bank Guarantees so furnished.

Even as per clause 1.3.1, the Seth Group was required to pay the aforesaid amount of Rs. 1,46,58,000/- to TFIPL in the form of demand draft drawn in favour of "Directorate of Town and Country Planning, Haryana", together with the balance licensee fee made available by the Mittal Group in terms of clause 5.4. Clause 5.4 is reproduced hereinabove and as per the said clause, the Mittal Group shall pay/cause to be paid the balance license fee as well as the balance IDW Bank Guarantee (i.e. total amount payable on account of TFIPL less the Seth Group share as stated in clauses 1.3 and 1.4) to DTCP, Haryana for renewal of license nos. 34, 35, and 36 of 2007 in the name of TFIPL.

7.4 Even as per Clause G – Renewal of License, the Seth Group is required to provide documents/undertakings with respect to the lands falling to share of the Seth Group under agreement dated 15.06.2007, i.e. (i) status of construction/allotment of EWS flats, and (ii) service plan status, its drawing, estimates and its approval from HUDA, Chandigarh annexed as Annexure-16 to MOS dated 4.5.2015 to enable Mittal Group to apply for renewal of license. Even as per clause 18, on application made for renewal of license in terms of clause 17, Mittal Group will secure renewal of license within 90 days and all administrative and miscellaneous charges, compounding fee, penalties and other charges levied and payable by PAL, ORS and Heritage for renewal of license shall be paid by the Mittal Group and all such charges in respect of FIPL

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- A m agreement shall be exclusively paid/borne by Seth Group by similarly paying to TFIPL immediately on being demanded.
- 7.5 Therefore, on conjoint reading of the relevant clauses of MOS dated 4.5.2015, the liability of the Seth Group towards the license renewal fees would be with respect to the lands falling to the share of the Seth Group, i.e., 14.80 acres, and additionally, the Seth Group is also required to pay  $\frac{1}{2}$  of the liability of PAL, ORS and Heritage towards the license renewal fees and the Mittal Group is liable to pay the balance license renewal fees, i.e., total amount payable on account of TFIPL less the Seth Group share, including  $\frac{1}{2}$  of the total liability of PAL, ORS and Heritage towards the license renewal fees. The payment of the license renewal fees payable by PAL, ORS and Heritage paid by the Seth Group and the Mittal Group, as stated hereinabove, would be as advance and as and when PAL, ORS and Heritage contribute their share of the license fee, the Seth Group and the Mittal Group will be entitled to the refund of the excess license fee paid by them. As provided in clause 2, in the event of PAL, ORS and Heritage fail or neglect to pay the amounts due by them, as aforesaid, within 120 days from the date of deposit by the Seth Group, the Seth Group is authorized in its own name to initiate appropriate legal proceedings against the defaulter/s, to the extent of the amount advanced by the Seth Group along with interest.
- E 8. Now so far as the requisite documents to be supplied by the Seth Group and the prayer on behalf of the Mittal Group in I.A. No. 96206 of 2020 directing the Seth Group to comply with the other formalities as contained in para 17 of the order dated 5.5.2015 and to furnish the requisite documents to the Maximal Infrastructure Pvt. Ltd. as entailed in the Check-List formulated by DTCP, Haryana for renewal of license, F in a time bound manner, is concerned, as such, the Seth Group is required to provide documents/undertakings with respect to the lands falling to share of the Seth Group under agreement dated 15.06.2007, i.e. (i) status of construction/allotment of EWS flats, and (ii) service plan status, its drawing, estimates and its approval from HUDA, Chandigarh annexed G as Annexure-16 to MOS dated 4.5.2015 to enable Mittal Group to apply for renewal of license. It is specifically mentioned in clause G (titled Renewal of License), para 17, that Seth Group does not have any further documents in this regard. It is further clarified that in case any indemnity, undertaking, letter and/or similar document is required to be executed after filing of the application for renewal of license, pertaining to the H

lands falling in the share of the Seth Group under agreement dated 15.06.2007, Seth Group shall do the needful at the earliest. A

To avoid any further controversy, it will be appropriate that the appropriate authority shall communicate to the Seth Group and the Mittal Group within a period of two weeks from today, to provide the documents/ undertakings with respect to the lands falling to their respective shares and the Seth Group and Mittal Group shall provide the documents and/or undertakings required by the appropriate authority, within a period of two weeks from the receipt of such demand. However, it is clarified that it is for the TFIPL – Mittal Group to get license nos. 34, 35 and 36 of 2007 renewed and it will be responsibility and liability of the Mittal Group to renew the aforesaid licensees. B C

9. Now so far as the liability towards EDC is concerned, directions contained in clauses 10 (i) and (ii) of our order dated 24.04.2020 are very specific and clear. However, it is reported that the earlier EDC Relief Policy has expired by the efflux of time and the same has been replaced by the subsequent policy dated 6.7.2020/10.08.2020, which reads as under: D

“From  
Principal Secretary to Govt. Haryana,  
Town and Country Planning Department  
Haryana, Chandigarh.

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To  
The Director,  
Town and Country Planning Department  
Haryana, Chandigarh.

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Memo no. Misc-SSV (EDC)-206/3536 Dated : - 10.08.2020

**SUBJECT:- INTRODUCTION OF ONE-TIME SETTLEMENT SCHEME “Samadhan Se Vikas” TO ENABLE RECOVERY OF LONG PENDING EDC DUES.** G

In accordance with the powers conferred under Section 9-A of the Haryana Development and Regulation of Urban Areas Act, 1975, the Governor of Haryana is pleased to notify following One- H

- A time Settlement Scheme “Samadhan se Vikas” to enable recovery of long pending EDC dues with the following terms and conditions:-
1. The scheme shall be applicable in respect of full amount outstanding on account of the EDC as well as interest and penal interest.
- B (a) In case, a colonizer deposits 100% of the outstanding Principal Amount against EDC as well as 25% of the accumulated interest and penal interest, within a period of six months from the date of notification of this scheme, the balance 75% of the accumulated interest and penal interest shall be waived off.
- C (b) In case, a colonizer deposits at least 50% of the outstanding Principal Amount against EDC as well as 50% of the accumulated interest and penal interest, within a period of six months from the date of notification of this scheme, the balance 50% of the accumulated interest and penal interest shall be waived off;
- D Further, the remaining 50% of outstanding Principal Amount shall be recoverable in four six-monthly installments along with interest at the rate of 8% per annum on the delayed period and an additional 2% interest per annum on the default period; and; the first six months period for deposit of first installment shall start from the date of deposit of 50% Principal plus 50% Interest and Penal Interest component.
- E Provided further that in case the colonizer does not clear the entire EDC dues within the above said two year period, the waiver of balance 50% of the accumulated interest and penal interest shall stand annulled and the original EDC amount and schedule shall be automatically restored less payment made under (b) above.
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**Explanation:-**

- G Thus, no major penalty is imposed on the colonizer in case of default of installments within the prescribed two year period for deposit of installments. However, in case any amount of the balance 50% outstanding Principal Amount along with interest is not deposited within the prescribed two year period, the colonizer shall lose all benefits under this policy and the original EDC schedule applicable before availing the present policy shall stand restored and all payments received till such date and thereafter
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shall be considered to have been paid against the original EDC A schedule.

2. This is issued as per approval received vide U.O. No.9/116/2020-2 Cabinet dated 06.07.2020.

Sd/  
(A.K. Singh, IAS) B  
Principal Secretary to Govt. Haryana,  
Town & Country Planning Department

Endst.No. Misc-SSV (EDC)-206/3537 Dated: 10.08.2020 C

A copy is forwarded to the Secretary, Council of Minister, Haryana with reference to their U.O. No. 9/116/2020-2 Cabinet dated 06.07.2020 for information please.

Sd/  
(A.K. Singh, IAS) D  
Principal Secretary to Govt. Haryana,  
Town & Country Planning Department”

Learned counsel appearing on behalf of both the parties – Seth Group and Mittal Group have stated at the bar that they want to avail the benefit of the aforesaid one time settlement scheme, “Samadhan Se Vikas”, as per option 1(a) under which their liability would be to deposit 100% of the outstanding principal amount against EDC as well as 25% of the accumulated interest and penal interest, within a period of six months from the date of notification of this scheme and the balance 75% of the accumulated interest and penal interest shall be waived off. The liability of the Seth Group as well as Mittal Group (TFIPL) under the new scheme under option 1(a), as per communication dated 17.09.2020 from the office of the Directorate of Town and Country Planning, Haryana, is as under:

“To avail One Time Settlement Scheme, if both groups submits mutual consent and opt under option 1(a), then the payable amount is an under:- G

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(Rs.In Lacs)

| Sr. No. | Group      | Principal | Interest | Penal Interest | Total   |
|---------|------------|-----------|----------|----------------|---------|
| 1.      | TFIPL      | 1773.25   | 29.27    | 766.09         | 2568.61 |
| 2.      | Seth Group | 1326.83   | 21.90    | 338.24         | 1686.97 |
|         | Total      | 3100.08   | 51.17    | 1104.33        | 4255.58 |

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For the aforesaid, both the groups – Seth Group and Mittal Group are required to submit mutual consent opting the benefit of one time settlement scheme – “Samadhan Se Vikas” under option 1(a).

10. In view of the above and for the reasons stated above, in continuation of our earlier order dated 24.04.2020, it is further clarified and directed as under:

- (i) that Mittal Group shall apply for renewal of license numbers 34, 35 and 36 of 2007, within a period of two weeks from today, if not applied for renewal so far;
- (ii) that the liability of the Seth Group to pay/cause to be paid the renewal license fees would be proportionate to the lands falling to the share of the Seth Group, i.e., 14.80 acres under the agreement dated 15.06.2007. Over and above their liability towards the renewal license fees with respect to the lands falling to their share, the Seth Group shall also pay  $\frac{1}{2}$  of the liability of PAL, ORS and Heritage towards license renewal fees, which shall be treated as advance and the payment towards the additional liability of PAL, ORS and Heritage would be for and on behalf of the aforesaid three, PAL, ORS and Heritage;
- (iii) that the Mittal Group shall pay/cause to be paid the balance license fee (renewal license fee) (i.e. total amount payable on account of TFIPL less the Seth Group share as stated hereinabove including  $\frac{1}{2}$  of the liability of PAL, ORS and Heritage with respect to the liability towards the renewal license fees for renewal of license numbers 34, 35 and 36 of 2007);
- (iv) that Seth Group and Mittal Group to pay their respective license renewal fees liability as above within two weeks from today without fail;
- (v) that as and when PAL, ORS and Heritage contribute their share of the license fee, Seth Group and Mittal Group will be entitled to the refund of the excess license fee paid by them as provided in para 2

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of the MOS dated 4.5.2015. In the event of PAL, ORS and Heritage fail or neglect to pay the amounts due by them as aforesaid within 120 days from the date of deposit by the Seth Group, the Seth Group is authorized in its own name, to initiate appropriate legal proceedings against the defaulter/s, to the extent of the amount advanced by the Seth Group along with interest;

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(vi) that the Seth Group is liable to provide documents/undertakings with respect to the lands falling to their share under Agreement dated 15.06.2007, i.e. (i) Status of construction/allotment of EWS Flats, and (ii) Service Plan status its drawing, estimates and its approval from HUDA, Chandigarh annexed as Annexure – 16 to the MOS dated 4.5.2015, to enable Mittal Group to apply for renewal of license. However, it is clarified that in case any indemnity, undertaking, letter and/or similar document is required to be executed after filing of the application for renewal of license, pertaining to the lands falling in the share of Seth Group under Agreement dated 15.06.2007, Seth Group shall do the needful at the earliest;

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D

(vii) that the appropriate authority, i.e., DTCP, Haryana, shall communicate the Seth Group as well as the Mittal Group to provide/furnish the documents/undertakings with respect to the lands falling to their respective shares. However, it is clarified that the liability of the Seth Group to provide documents/undertakings with respect to the lands falling to their share only and the liability to furnish/provide the remaining documents/undertaking with respect to the remaining lands shall be of Mittal Group. The appropriate authority shall call for the required documents/undertakings, within a period of two weeks from today, so that further process for renewal of license numbers 34, 35 and 36 of 2007 may take place immediately and Seth Group and Mittal Group to furnish such documents/undertakings, within a period of two weeks from such demand, i.e., within four weeks from today;

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(viii) that the entire exercise of renewal of license numbers 34, 35 and 36 of 2007 shall be completed within a period of eight weeks from today without fail. The Mittal Group is hereby specifically warned not to create any further hindrances in getting license numbers 34, 35 and 36 of 2007 renewed;

G

(ix) the Seth Group and Mittal Group shall file specific undertaking within a period of two weeks from today, agreeing to pay the amount

H

- A towards EDC liability under the new one time settlement scheme – “Samadhan Se Vikas” as computed by the District Town Planner (HQ), Directorate of Town and Country Planning, Haryana in its communication dated 17.09.2020 (as mentioned hereinabove) , and neither the Seth Group nor the Mittal Group shall dispute the said computation and they shall file specific undertaking that they shall make the payment towards their EDC liability within the time specified in the one time settlement scheme – “Samadhan Se Vikas”.
- B 11. The aforesaid directions are issued over and above the directions issued by this Court in its earlier order dated 24.04.2020. It is specifically observed that any non-compliance of the aforesaid directions as well as the directions in the earlier order dated 24.04.2020 shall be viewed very seriously, warranting action under the Contempt of Courts Act.
- C Interlocutory Application Nos. 96161/2020, 96206/2020, 68143/2020, 78952/2020 and 78953/2020 stand disposed off.
- D 12. Put up after three months for reporting compliance.

Devika Gujral

Directions issued.