Supreme Court of India
Preeta Singh Etc vs Haryana Urban Development ... on 22 April, 1996
Equivalent citations: JT 1996 (5), 634 1996 SCALE (4)443
Author: K Ramaswamy
Bench: Ramaswamy, K.

PETITIONER:
PREETA SINGH ETC.

Vs.

RESPONDENT:
HARYANA URBAN DEVELOPMENT AUTHORITY& ORS.

DATE OF JUDGMENT: 22/04/1996

BENCH:
RAMASWAMY, K.
BENCH:
RAMASWAMY, K.
G.B. PATTANAIK (J)

CITATION:
JT 1996 (5) 634 1996 SCALE (4)443

ACT:

HEADNOTE:

JUDGMENT:

WITH CIVIL APPEAL NO.1066 OF 1992 O R D E R Delay condoned Leave granted in the Special Leave petition. The question that arises for consideration is: whether the respondents have committed any illegality in directing the appellants to pay a sum of Rs. 1 lakh and odd as additional amount as intimated in their calculation memo dated August 9, 1990? The claim of the appellants is that the respondents have no power to direct payment of the additional amount when the appellants have already paid as per the original demand. It is true that initially, the provisional amount was calculated at the rate of cost incurred in the scheme known as the Haryana Urban Development Housing Scheme in Sector 21, Gurgaon. Thereafter, the appellants were called upon to pay the additional amount. The contention is that the respondents have got no power to call upon the appellants to pay the additional amount.

Section 2(aa) of the Punjab Urban Estates (Sale of Sites) Rules, 1965 defines "additional price" to mean such sum of money as may be determined by the State Government, in respect of the sale of a site by allotment, having regard to the amount of compensation by which the compensation

awarded by the Collector for the land acquired by the State Government of which the site sold forms a part, is enhanced by the court on a reference made under Section 18 of the Land Acquisition Acts 1894 and the amount of cost incurred by the State Government in respect of such reference.

Explanation envisages that "for the purposes of this clause and sub-rule (1) of Rule 4, the expression "the court means the court as defined in clauses (d) of Section 3 of the Land Acquisition Act, 1894 and where an appeal is filed, the appellate court.

'Sale price' has been absorbed in Rule 4.

A conjoint reading of the above rules would clearly indicate that the allottee is liable to pay a sale price including the additional price and the cost incurred and also the cost of improvement of the sites. It is to be remembered that the respondent-HUDA is only a statutory body for catering to the housing requirement of the persons eligible to claim for allotment. They acquire the land, develop it and construct buildings and allot the buildings or the sites, as the case may be. Under these circumstances, the entire expenditure incurred in connection with the acquisition of the land and development thereon is required to be borne by the allottees when the sites or the buildings sold after the development are offered on the date of the sale in accordance with the regulations and also conditions of sale. It is seen That in the notice dated August 9, 1990, the total area, net area, the payable amount for the gross acreage, the acreage left for the developmental purpose, balance recoverable from the plot holders, plot-table area have been given for each of the area and recovery rate also has been mentioned under the said notice. Under these circumstances, there is no ambiguity left in the calculations. If, at all, the appellants had got any doubt, they would have approached the authority and sought for further information. It is not the case the; they had sought the information and the same was withheld. Under these circumstances, we do not find any illegality in the action taken by the respondents. The High Court, therefore, was right in refusing to interfere with the order The appeals are dismissed. No costs.