IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.15550 of 2011
Date of decision : 25.9.2012

The Government Employee Co-operative House Building Society Limited .....Petitioner

Vs.

State of Haryana and others ....Respondents

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CORAM : HON'BLE MR. JUSTICE JASBIR SINGH
HON'BLE MR. JUSTICE RAMESHWAR SINGH MALIK

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Present : Mr. Ashok Aggarwal,Senior Advocate with Mr.Ashwani Talwar and Mr.Mukul Aggarwal, Advocates for the petitioner.
Mr. Vinod S. Bhardwaj, Addl.A.G., Haryana for respondents no.1 to 3.
Mr.Deepak Balyan,Advocate for respondent no.4.

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RAMESHWAR SINGH MALIK,J

Feeling aggrieved against the impugned demand notice dated 16.5.2008 (Annexure P-9), for payment of outstanding amount of External Development Charges (`EDC' for short), order dated 26.3.2009 (Annexure P-2), passed by respondent no.2 dismissing the representation of the petitioner-society against the demand notice and also the order dated 7.3.2011 (Annexure P-1), passed by the appellate authority-respondent no.1, dismissing the appeal of the petitioner against the order Annexure P-2, the petitioner has approached this court by way of instant petition invoking the writ jurisdiction of this court, under Articles 226/227 of the Constitution of India, seeking a writ in the nature of Certiorari for quashing of the demand notice (Annexure P-9), order Annexure P-2 as well as order Annexure P-1, noted hereinabove.

The relevant facts of the case necessary for disposal of the controversy

involved herein may be noted briefly.

The petitioner-society came to be registered with the Registrar, Co-operative Societies, Haryana, on 6.11.1979 having 770 members coming from all walks of life. The primary object of the society was to set up a residential colony for its members. To achieve its object, the society purchased 100.23 acres of land in village Perhawar District Rohtak, so as to construct the residential colony.

The petitioner-society applied for grant of licence as per the provisions of the Haryana Development and Regulation of Urban Areas Act,1975 (`1975 Act' for short). The letter of intent was issued in favour of the petitioner-society by the Director, Town and Country Planning, Haryana, Chandigarh-respondent no.2, vide letter dated 20.11.2002 (Annexure R-2). Licence No.1 of 2003 for an area measuring 100.23 acres was issued in favour of the petitioner-society, vide letter dated 2.1.2003 (Annexure P-4). This licence was issued subject to certain terms and conditions including the condition of payment of EDC.

Accordingly, a bi-lateral agreement dated 2.1.2003 (Annexure P-5) was executed between the parties. Another agreement on prescribed format LC-IV was also executed vide Annexure P-6, in terms of Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (`1976 Rules' for short), putting down detailed terms and conditions therein. It is further pleaded case of the petitioner-society that its licence was amended and fresh licence was granted on 28.1.2004, vide Annexure P-7 for an area of 97.91 acres. It was issued after de-licencing 2.32 acres licenced land which was acquired by the Irrigation Department and the revised schedule of land in respect of Licence no.1 of 2003 was issued. Consequently, revised service plan/estimates of external development works, in respect of the residential colony of the petitioner-society measuring 97.91 acres was approved, vide communication dated 11.10.2004 (Annexure P-8).

The demand of EDC was raised by respondent no.2, vide demand

notice dated 16.5.2008 (Annexure P-9), which was challenged by the petitioner-society before this court by way of CWP No.19774 of 2008. The writ petition was disposed of, permitting the petitioner to make a comprehensive representation raising all its grievances within a period of two weeks' and respondent no.2 was directed to consider the same by passing a speaking order within one month. The amount found due in accordance with the decision on the representation was permitted to be recovered, thereafter. The writ petition came to be disposed of by a Division Bench of this Court, vide order dated 27.11.2008 (Annexure P-10).

The petitioner-society submitted its representation dated 10.12.2008, which was considered by respondent no.3 and the impugned order dated 26.3.2009 (Annexure P-2) was passed. Dis-satisfied with the order passed by respondent no.3, petitioner-society filed its appeal before the appellate authority and the same was dismissed, vide order dated 7.3.2011 (Annexure P-1). Thus, the petitioner-society has approached this court by way of instant petition challenging the above said notice dated 16.5.2008 (Annexure P-9) for payment of EDC, order dated 26.3.2009 dismissing its representation, vide Annexure P-2 and the order dated 7.3.2011, dismissing the appeal of the petitioner-society, vide Annexure P-1. That is how, this court is seized of the matter.

Notice of motion was issued and pursuant thereto, written statement by the Chief Town Planner (H.Q.), Department of Town and Country Planning, Haryana, at Chandigarh, was filed on behalf of respondents no.1 to 3. Separate written statement by the Estate Officer, HUDA, Rohtak, was filed on behalf of respondent no.4. Thereafter, the petitioner-society filed its replication to the written statement filed by respondents no.1 to 3.

Learned Senior counsel for the petitioner-society, vehemently contended that the impugned demand notice for payment of EDC, order dated 26.3.2009 rejecting the representation of the petitioner-society and also the

impugned order dated 7.3.2011, dismissing the appeal of the petitioner-society were contrary to the facts of the case and also against the relevant provisions of law because of which, these were not sustainable in law. The primary grievance of the petitioner-society is, as submitted by the learned Senior counsel, that since no external development works have been carried out in and around the colony of the petitioner-society, the respondent authorities have no right to raise the impugned demand for EDC and the impugned demand notice dated 16.5.2008 (Annexure P-9) was liable to be set aside for this reason alone.

It is further submitted that the petitioner-society has already paid substantial amount towards EDC, but no proportionate development has been carried out by the respondents. Learned Senior counsel next contended that the amount of ₹ 377.80 crores, which was stated to have been spent by HUDA, on the development works of the entire Rohtak town, was of no use and relevance, because no external development work has been done for the colony of the petitioner-society. It has also been argued that even if the payment of interest @ 18% + penal interest @ 3% p.a. has been mentioned in the contract, the petitioner-society cannot be forced to pay the same and it was liable to be struck down, being arbitrary on the face of it.

Learned Senior counsel for the petitioner-society submitted that while signing the agreement with the respondent-State, the petitioner-society had no option, but to sign on the doted lines. It was further contended by the learned Senior counsel for the petitioner-society that in any case, the external development charges were to be levied only on the net plotted area, whereas the impugned demand for EDC against the petitioner-society is to pay on the gross area, which was not sustainable in law. Finally, the learned Senior counsel contended that the respondents were bound to reduce the area of 2.32 acres from the original area of 100.23 acres and the EDC ought to have been calculated only qua the area

measuring 97.91 acres because the 2.32 acres had been acquired by the State.

Per contra, learned counsel for the State emphatically refuted the arguments raised by the learned Senior counsel for the petitioner-society, by submitting that once the petitioner has signed the bi-lateral agreement with full sense of responsibility, accepting the unambiguous terms and conditions thereof, it cannot be permitted to turn around and say that the conditions of the agreement were onerous or harsh or arbitrary, particularly when the petitioner-society is enjoying the benefits flowing from the same agreement. The petitioner-society cannot be allowed to blow hot and cold in the same breath. So far as the alleged non development of external works in the colony of the petitioner-society is concerned, it was not only factually incorrect,but misleading also for the reason that no road, sewerage line, water supply, electric supply and other such like amenities cannot be provided only for any particular colony like that of the petitioner, in the very nature of the things.

Learned counsel next contended that the petitioner-society is estopped from taking this plea that since the external development works are not complete in its colony, the demand raised by the respondent authorities was unjustified. He also submitted that the representation of the petitioner-society was thoroughly examined and a well reasoned speaking order was passed after granting due opportunity of being heard to the petitioner-society. Since the order does not suffer from any illegality, the same deserves to be upheld. Similarly, the appellate order Annexure P-1 is a self contained order based on sound approach. Each and every aspect of the matter has been discussed in detail without any prejudice.

He further stated that the petitioner-society was trying to avoid its financial liability, denying the legitimate right of the respondent-State authorities, while raising their justified demand, strictly in accordance with the terms and conditions of the bilateral agreement. So far as the grievance of the petitioner-

society regarding the EDC on the total area of 100.23 acres and not limiting it to the licenced area of 97.91 acres was concerned, learned counsel for the State concluded by submitting that the present petition was wholly without any substance and was liable to be dismissed with costs.

Learned counsel for HUDA-respondent no.4, while adopting the argument raised by learned counsel for the State, submits that the petitioner-society has since not paid any amount to HUDA as external development charges till date, it has no cause of action. The writ petition was bereft of any merit and the same was liable to be dismissed.

We have heard learned counsel for the parties and with their able assistance have gone through the record of the case.

Having given our thoughtful consideration to the rival contentions raised and keeping in view the peculiar fact situation of the present case, this court is of the considered opinion that present one is not a fit case for exercising the writ jurisdiction, at the hands of this court. The instant petition, being wholly misconceived, bereft of any merit and without any substance, must fail. We say so for more than one reasons, being recorded hereinafter.

Firstly, the relevant terms and conditions of the agreement between the parties contained in Annexure P-6, read as under :-

> " XX XX XX
>
> ...(b) That the owner/society undertakes to pay proportionate External Development Charges as per rate, schedule, terms and conditions hereto :-
>
> (i) That Owner Society shall pay the proportionate development charges at the tentative rate of Rs.15.56 lacs per gross acre for plotted area. These charges shall be payable to Haryana Urban Development Authority

through the Director, Town and Country Planning, Haryana, either in lump-sum within 30 days from the date of grant of licence or in eight equal six monthly instalments of 12.5% each i.e.:-

(a) First instalment shall be payable within a period of 30 days from the date of grant of licence.

(b) Balance 87.5% in seven equal six monthly instalments alongwith interest at the rate of 18% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.15.56 lacs per gross acre for plotted colony.

(ii) The E.D.C. Rates are under review and are likely to be finalized soon. In the event of increase in E.D.C. Rates the society owner shall pay the enhanced amount of E.D.C. and the interest on instalments from the date of licence and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.

(iii) In case the owner/society asks for a completion certificate before the payment of E.D.C., they would have to first deposit the entire E.D.C. and only thereafter the grant of completion certificate would be considered.

(iv) The unpaid amount of EDC would carry an interest of 18% per annum and in case of any delay in the payment of instalments on the due date an addition penal interest of 3% per annum (making the total payable interest 21% per annum) would be chargeable upto a period of three months and an additional three months

with the permission of DECP.

v) In case the HUDA executing external development works completes the same before the due date and consequently required the charges for the same, the DTCP shall be empowered to call upon the Society to pay the EDC even before the completion of four years period and the Coloniser shall be bound to do so.

(vi) The Society/Owner will arrange the electric connection from outside source for electrification of their colony from H.V.P.N. If they failed to provide electric connection from H.V.P.N. the Director Town and Country Planning will recover the cost from the owner and deposit it with H.V.P.N.

(c) that the rates, schedules and terms and conditions of External Development Charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.

(d) That the Owner/Society shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility when the Owner shall transfer all such

roads, open spaces, public parks, public health service free of cost to the Government or the Local Authority as the case may be.

(e) That the owner/society shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Government free of cost, the land set apart for schools, hospitals, community centers and other community buildings in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down."

Once the petitioner-society has clearly understood the above said terms and conditions of the agreement and then undertook to pay the EDC, it cannot be permitted to take a somersault to say that since the terms and conditions of the agreement are not suitable to it or they are harsh, they may not be applied to it, being arbitrary. It is clear from the pleaded case of the petitioner-society that it wants to enjoy its rights and benefits flowing from the agreement, but when it comes to discharge its financial obligation, petitioner wants to avoid it. When the respondent authorities reminded the petitioner-society raising its legitimate demand for payment of EDC, in terms of that very agreement, the petitioner-society finds fault with the terms and conditions of the agreement.

In our considered view, it is not permissible in law to allow the

petitioner-society to enjoy all the benefits and allow it to deny its liability. Thus, the argument raised by the learned Senior counsel in this regard has been found without any force and the same deserves rejection.

Secondly, all these arguments raised on behalf of the petitioner-society have been considered twice over and at both the times, the petitioner-society was granted due opportunity of being heard, when the impugned orders dated 26.3.2009 and 7.3.2011 were passed by the competent authorities. We have carefully scanned through both the orders and found that none of the impugned orders suffers from any illegality, much less patent illegality or perversity thereof. This court is not sitting in appeal over the impugned orders. Further, in the given fact situation of the present case, no prejudice has been found to have been caused to the petitioner-society. The petitioner-society is being asked only to carry out its statutory obligation flowing from the agreement between the parties. Having said that, we have no hesitation to conclude that the petitioner-society is not entitled to invoke the writ jurisdiction of this court under Article 226 of the Constitution of India, to absolve itself from its liability, voluntarily incurred by it on the basis of agreement, coupled with the undertaking given by it to the respondent-State to pay the EDC. In this view of the matter, the argument raised by the learned Senior counsel for the petitioner that the rate of interest and also the penal interest are excessive and unreasonable, also has no force.

Next submission of the learned Senior counsel that the liability of the petitioner-society to pay the EDC was only qua the plotted area seems to be attractive at first blush, but when considered in the light of the terms and conditions of the agreement, the same has been found baseless. Similarly, the contention that the amount spent by HUDA to the extent of ₹ 377.80 crores on the development works was not relatable to the petitioner-society, is again misconceived. As noted above, all the external development works, in the very

nature of things, cannot be restricted only for the petitioner-society. Further, the petitioner-society would be enjoying the external development works not only for its plotted area but the gross area, because of which the argument raised by the learned Senior counsel carries no weight and has to be rejected.

Thirdly, it is the specifically pleaded case of the State that vide letter dated 27.3.2003,, while approving the service plan and the estimates of the petitioner, the department asked the petitioner-society to deposit due amount of EDC, because the petitioner-society defaulted in paying the very first instalment of EDC. Personal hearing was granted to the representative of the petitioner-society on 7.4.2003 for cancellation of Licence no.1 of 2003 dated 20.1.2003. The representative of the petitioner-society appeared for personal hearing and submitted that the petitioner was ready to pay the instalment alongwith interest. Consequently, the first instalment amounting to ₹ 50.00 lacs was deposited by the petitioner on 18.4.2003. Thus, once the petitioner-society has submitted to the jurisdiction of the respondent department paying part of the amount of EDC alongwith interest, it cannot be permitted to resile from its own stand taken at earlier point of time.

The petitioner-society has not shown its bonafide to pay any substantial amount out of the amount demanded by the respondents, vide impugned demand notice dated 16.5.2008 (Annexure P-9). Neither law nor equity is in favour of the the petitioner. It has also been specifically stated by respondents no.1 to 3 in paras 17 and 18 of their written statement that HUDA was not gaining anything in delaying the execution of external development works. However, if all the beneficiaries of the external development works including the petitioner would not be paying the EDC, it would become very difficult for the executing agency, i.e. HUDA to complete the external development works at an early date. In view of the fact noted above, this court is of the view that non payment of EDC for years

together by the beneficiaries of external development works like the petitioner society, would become a vicious circle. HUDA also cannot be forced to carry out the external development works from other sources, as huge public money is required to carry out the external development works.

The view taken by us also finds support from Division Bench judgements of this court in **Gulmohar Estates Limited and others Vs. State of Haryana and another,** 1997(2) PLR 547 and **M/s Sweta Estates Pvt. Ltd. Delhi Vs. Director, Town and Country Planning, Haryana and another**, 2003(4) RCR (Civil) 335. The relevant observations made in the case of **Gulmohar Estates (supra),** which can be gainfully followed in the present case, read as under :-

> "23. In our considered opinion, such a plea deserves to be termed as vexatious and nothing but an attempt to deprive the public authority of its rights to recover public money which the petitioners had undertaken to pay as a part of the contract entered between the parties. We are further of the opinion that the petitioner cannot challenge the terms and conditions of the contract which it had entered with Haryana Urban Development Authority and on the basis of which it amassed wealth by developing a colony and allotting flats and other residential apartments to private individual. No doubt, the licence was issued to the petitioner under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules framed thereunder, but only on that account the petitioner cannot invoke the provisions of Article 14 of the Constitution of India for the purpose of being relived of its burden to pay the amount due to the public authority in terms of

the agreement and the writ jurisdiction under Article 226 of the Constitution of India cannot be allowed to be invoked in such like matters."

More than three decades ago, a similar question came for consideration before the Hon'ble Supreme Court of India in **Har Shankar Vs. The Deputy Excise and Taxation Commissioner and others,** AIR 1975 SC 1121. A Constitution Bench of the Hon'ble Supreme Court, under similar circumstances, observed as under :-

" Analysing the situation here, a concluded contract must be held to have come into existence between the parties. The appellants have displayed ingenuity in their search for invalidating circumstances but a writ petition is not an appropriate remedy for impeaching contractual obligations."

Again, in the case of **Panna Lal and others Vs. State of Rajasthan and others**, 1975(2) S.C.C. 633, their Lordships held that once a person enters into a contract with the State or the State agencies, he cannot resile from the express obligation undertaken by him. In that case also, like the present one, a licencee sought quashing of the conditions of contract on the ground that the same were extremely onerous and arbitrary. The contention was rejected by the High Court of Rajasthan. In appeal, the observations made by their Lordships of the Supreme Court, which can be gainfully followed in the present case, read as under :-

"The licences in the present case are contracts between the parties. The licensees voluntarily accepted the contracts. They fully exploited to their advantage the contracts to the exclusion of others. The High Court rightly said that it was not open to the appellants to resile from the contracts on the ground that the terms of

payment were onerous. The reasons given by the High Court were that the licencee accepted the licence by excluding their competitors and it would not be open to the licensees to challenge the terms either on the ground of inconvenient consequence of terms or of harshness of terms."

The principle of law laid down in the judgements,aforementioned, came to be reiterated by the Hon'ble Supreme Court in the case of **Assistant Excise Commissioner and others Vs. Issac Peter and other,** JT 1994(2) S.C. 140. The observations made by the Hon'ble Supreme Court in Issac Peter's case (supra), which aptly apply in the present case, are as under :-

" In short, the duty to act fairly is sought to be imported into the contract to modify and alter its terms and to create an obligation upon the State which is not there in the contract. We must confess, we are not aware of any such doctrine of fairness or reasonableness. Nor could the learned counsel bring to our notice any decision laying down such a proposition. Doctrine of fairness or the duty to act fairly and reasonably is a doctrine developed in the administrative law to ensure the Rule of Law and to prevent failure of justice where the action is administrative in nature. Just as principles of natural justice ensure fair decision where the function is quasi-judicial, the doctrine of fairness is evolved to ensure fair action where the function is administrative. But it can certainly not be invoked to amend, alter or vary the express terms of the contract between the parties. This is so, even if the contract is governed by statutory provisions, i.e. where it is a statutory contract or rather

more so .....

> We are, therefore, of the opinion that in case of contracts freely entered into with the State, like the present ones, there is no room for invoking the doctrine of fairness and reasonableness against one party to the contract (State), for the purpose of altering or adding to the terms and conditions of the contract, merely because it happens to be the State. In such cases, the mutual rights and liabilities of the parties are governed by the terms of the contracts (which may be statutory in some cases) and the laws relating to contracts. It must be remembered that these contracts are entered into pursuant to public auction,floating of tenders or by negotiation. There is no compulsion on anyone to enter into these contracts. It is voluntary on both sides. There can be no question of the State power being involved in such contracts. It bears repetition to say that the State does not guarantee profit to the licencees in such contracts. There is no warranty against incurring losses. It is a business for the licencees. Whether they make profit or incur loss is no concern of the State. In law, it is entitled to its money under the Contract."

It is also pertinent to note here that nothing has been shown on behalf of the petitioner that the decision making process adopted by the respondent-authorities was either unreasonable or irrational. It has also not been shown that the impugned orders were arbitrary and violative of Article 14 of the Constitution of India. In such a situation, the following observations made by the Hon'ble Supreme

Court in **Indore Development Authority Vs. Sadhana Aggarwal**, J.T. 1995(3) S.C.1, applies with full force in the present case :-

> " It stand settled that Article 226 of the Constitution is not proper remedy or forum for re-opening of contracts for avoiding its burdens or for getting back the purchase money paid under the contract, but at the same time the Courts can certainly examine whether `decision making process' was reasonable, rational and arbitrary and violative of Article 14. Once the procedure adopted by the authority is held to be against the mandate of Article 14, the Court cannot ignore such saying that the Authority concerned must have some latitude or liberty in contractual matters and any inference by Court amounts to encroachment on the exclusive right of the executive to take such decision."

As we have observed, here-in-above, HUDA cannot be forced to spend the public money from its other sources for carrying out the external development works in and around the colony of the petitioner-society, even if the petitioner does not perform its financial obligation. The view taken by this court also finds support from the judgement of the High Court of Delhi in the case of **Delhi State Entrepreneurs Association (Regd.) and others Vs. Delhi State Industrial Development Corporation and others,** 1994(30) Delhi Reported Judgement page 609, wherein, it was held as under :-

> "Public interest requires a proper administration of public funds. Public bodies cannot be expected to suffer losses and shoulder heavy financial burdens to meet the alleged expectations of the beneficiaries under any welfare scheme. This principle equally governs the application of the doctrine of

> `promissory estoppel' obligations to the public property if the amount due to it is not paid by the beneficiaries of welfare schemes. Petitioners have taken advantage of the writ jurisdiction to continue in possession of public premises all these years, disregarding their obligations under the lease deeds. For them equity and fairness have become a `one way street' where these are to move only towards them and not from them."

Another issue that falls for consideration of this Court is whether the petitioner, in the given circumstances of the case, is entitled for any sympathy? Keeping in view the peculiar fact situation of the present case, we are of this considered opinion that the petitioner is not entitled for the sympathy nor we are inclined to exercise our sympathy to affect our judgment. The view taken by this Court finds support from the judgment of Hon'ble Apex Court in the case of **M/s Teri Oat Estates (Pvt.) Ltd versus U.T., Chandigarh and others 2004 (2) SCC 130.** The relevant observations made by the Hon'ble Supreme Court in paras No. 36 to 39 in Teri Oat's case (supra), which can be gainfully followed in the present case, read as under:-

> *SYMPATHY :*
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> *36. We have no doubt in our mind that sympathy or sentiment by itself cannot be a ground for passing an order in relation whereto the appellants miserably fail to establish a legal right. It is further trite that despite an extra-ordinary constitutional jurisdiction contained in Article 142 of the Constitution of India, this Court ordinarily would not pass an order, which would be in contravention of a statutory provision.*
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> *37. As early as in 1911, Farewell L.J. in Latham v. Richard*

Johson & Nephew Ltd., (1911-13 AER reprint p. 117) observed :

"We must be very careful not to allow our sympathy to affect our judgment with the infant plaintiff. Sentiment is a dangerous will O' the wisp to take as a guide in the search for legal principles."

(See also Ashoke Saha v. State of West Bengal & Ors., CLT (1999) 2 H.C. 1).

38. In Sairindhri Ddolui v. State of West Bengal, (2000) 1 SLR 803, a Division Bench of the Calcutta High Court wherein (one of us Sinha, J. was a Member), followed the aforementioned dicta.

39. This Court also in C.B.S.E. and Another v. P. Sunil Kumar and Others, [1998] 5 SCC 377 rejecting a contention that great injustice would perpetrate as the students having been permitted to appear at the examination and having been successful and certificates had been issued in their favour, held :

". . . We are conscious of the fact that our order setting aside the impugned directions of the High Court would cause injustice to these students. But to permit students of an unaffiliated institution to appear at the examination conducted by the Board under orders of the Court and then to compel the Board to issue certificates in favour of those who have undertaken examination would tantamount to subversion of law and this Court will not be justified to sustain the orders issued by the High Court on misplaced sympathy in favour of the

students."

Revering back to the facts of the present case, it is unhesitatingly held that the respondent authority was competent to raise its demand asking the petitioner-society to pay EDC. The demand was legitimate and well justified in the given fact situation of the present case. It is further held that once the petitioner has accepted the terms and conditions of the agreement and given its undertaking, accepting its liability to pay EDC, it is not permissible in law for the petitioner-society to turn around and say at later point of time that the terms and conditions of the agreement were harsh or arbitrary.

No other argument has been raised.

Considering the totality of facts and circumstances of the case, coupled with the reasons aforementioned, this court is of the considered view that the present petition is bereft of any merit and without any substance, thus, it must fail. No case for interference has been made out.

Resultantly, the present petition stands dismissed.

(JASBIR SINGH)
JUDGE

(RAMESHWAR SINGH MALIK)
JUDGE

25.9.2012
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