



**PROCEDURAL ORDER NO. 21  
DATED 31<sup>st</sup> AUGUST 2018**

1. These matters are muddled with disputes which are riddled with multiple, competing and conflicting interests of the Parties involved. This Tribunal has held over 20 hearings in the matter with a solemn intent to resolve the disputes herein. Since the inception of these proceedings, this Tribunal has moved step-by-step, with the consent and consensus of the Parties, to disentangle the disputes herein which have been pending for over 20 years now, having been agitated in the Hon'ble High Court of Punjab & Haryana and also in the Hon'ble Supreme Court.
2. The Hon'ble Supreme Court was pleased to refer these matters to 'arbitration' vide its Order dated 10<sup>th</sup> December 2015 in W.P.(C) No. 876/1996 to '*resolve each and every issue involved in these matters*'. This Tribunal has since worked meticulously to resolve the long pending disputes between the Parties.
3. The Tribunal had, in a stepwise manner, framed the Terms of Reference. It is of note that each such Term of Reference and course of action adopted thereon, was done after intense deliberations with the Parties as, in my opinion, these long pending disputes can be best resolved with consensus of all involved. The Terms of Reference framed so far, with the consensus of all Parties, were recorded in the previous Order dated 13<sup>th</sup> July 2018 and are being recapitulated as follows-
  - a. *The Terms of Reference were discussed in detail on 23<sup>rd</sup> April 2016. It was agreed that it would be of advantage if the 'Cut-off' date is first determined. After detailed arguments and discussion, vide Order dated 7<sup>th</sup> May 2016, it was decided by consensus that subject to verification*

*and production of sufficient evidence, the Cut – off date applicable to determine entitlement of each plot holder would need to meet the twin conditions, namely –*

- i. Plot Holders should have made bookings along with the entire payment towards cost of land prior to 7<sup>th</sup> April 1997*
  - ii. Further, such plot holders should have paid/deposited the entire development charges with the Haryana Government up to 31<sup>st</sup> December 1999, in terms of Hon’ble Supreme Court’s Order dated 2<sup>nd</sup> December 1999.*
- b. It was further decided that plot holders who have not made the entire payment towards cost of land prior to 7<sup>th</sup> April 1997 but had not made payments towards the Development Charges in terms of Hon’ble Supreme Court’s Order dated 2<sup>nd</sup> December 1999, can be considered provided that they are willing to pay the Development Charges as would be required on the date of carrying out the actual development, an estimate of which would be provided to the Hon’ble Arbitral Tribunal for its approval.*
  - c. It was also agreed that the multiplicity and duplicity of claims, i.e. more than one claim from one family, will not be considered as eligible. Further, if any person is already in occupation of a plot illegally or by encroachment he will similarly will not be considered by this Tribunal for any further allotment.*
  - d. It was also brought to notice that as per the extant statutory rules pertaining to NPNL category the number of plots restricted to 25% of the aggregate plots. The State had also suggested vertical construction*

*in order to enable maximum allottees. The Tribunal had also suggested to the State to consider increasing the density requirements and report to the Tribunal if there is some land which is unproductive and unusable, adjacent to the plot site.*

- e. As the next step, joint survey of the land was felt needed and ordered to be carried out. It was informed at the hearing dated 4<sup>th</sup> June 2016 that the Joint Survey has been carried out, however details of occupants and entitlement in hands of each occupier, over the licenced Land in Phase I and II could not be verified. With the consent of the Parties it was agreed that verification process will be undertaken on mutually agreed dates between the State and the Builder/Colonizer. It will be pertinent to mention that objection to the locus standi of the Builder/Colonizer was taken by the Associations on the first date of hearing. However, it was decided that this issue would be taken up at an appropriate stage.*
- f. Thereafter, after much deliberation it was agreed that to undertake allotment it is imperative to draw a list of eligible allottees. Applications/representations along with the allotment documents for scrutiny were decided to be sought from all such claimants. A proforma for such representations were mutually agreed upon by the Parties. Further, it was decided that this exercise for scrutiny will be started with NPNL category, which also came to be recorded in Order dated 23<sup>rd</sup> July 2016.*
- g. It was decided that a state level advertisement will be issued by the State inviting representations from all parties along with documents supporting their allotment in NPNL category, which was so done on*

*18<sup>th</sup> August 2016. Vide Order dated 3<sup>rd</sup> September 2016, the composition of the Scrutiny Committee was set as follows-*

- *Senior Town Planner, Faridabad (Chairman)*
  - *District Town Planner, Faridabad*
  - *Representative of Deputy Commissioner, Faridabad*
  - *Representative of the Colonizer of Durga Builders Pvt. Ltd.*
  - *Representative of the concerned Plot Holders' Association*
- h. Though the Tribunal had granted 4 months (from the last date of submission of representations) to file an 'Eligible List of Allottees' based on the scrutiny of representations, however, the State of Haryana prayed for extensions of time to complete the process and file the said List.*
- i. The Report of the Scrutiny Committee came to be filed on 28<sup>th</sup> October 2017 after scrutiny of over representations/applications in the NPNL category. Vide Order dated 28<sup>th</sup> October 2017, Parties were given 15 days to put forth their comments/suggestions/reply to the aforesaid report. The Tribunal had ordered to publish the Report on the State's website to enable the Parties to file their comments/suggestions/reply.*
- j. The Builder/Colonizer had also suggested to prepare a new scheme to accommodate maximum allottees and sought 4 weeks to formulate and file the new scheme.*
- k. Thereafter, it was decided by the Parties that they will assemble on 12<sup>th</sup> January 2018 at 3 PM at the Office of STP, Faridabad to deliberate the proposed Schemes by the Builder/Colonizer.*

- l. *On 23<sup>rd</sup> December 2017, it was also brought to the notice of the Tribunal that there are some clerical errors, some of the applicants' names being missed out etc. The Scrutiny Committee was directed to upload a Corrigendum to the Report by 5<sup>th</sup> January 2018.*
6. *Now the matter has to be taken forward from this stage. Hence the following directions are being given, in tune with the course of action adopted so far-*
  - m. *The Scrutiny Committee is directed to submit the Final Report of the Scrutiny Committee, after making due corrections and additions as ordered previously, to the Tribunal by the next date of hearing.*
  - n. *The Parties are given the last opportunity to file their comments/suggestions/reply, if any to the Report of the Scrutiny Committee for the NPNL category by the next date of hearing. Thereafter, taking into account the comments/suggestions/replies of the Parties, the Tribunal will adjudicate on the Report of the Scrutiny Committee for the NPNL category on the next date of hearing.*
  - o. *Since the scrutiny of NPNL is complete, as decided earlier, time has come to order scrutiny of the General and EWS category. The State is directed to again give state -level advertisements inviting representations from all parties along with documents supporting their allotment in General and EWS category by 31<sup>st</sup> July 2018. The cut-off date for submitting these representations should be within 4 weeks of the date of the advertisements. A similar Scrutiny Committee will be*

*formed, as was done for the scrutiny of representations of the NPNL category. The composition of the Scrutiny Committee will be as follows-*

- *Senior Town Planner, Faridabad (Chairman)*
- *District Town Planner, Faridabad*
- *Representative of Deputy Commissioner, Faridabad*
- *Representative of the Colonizer of Durga Builders Pvt. Ltd. (subject to further orders of the Tribunal)*
- *Representative of the concerned Plot Holders' Association*

*p. The Scrutiny Committee will follow the same proforma as was followed at the time of scrutiny of NPNL category. The Scrutiny Process should be completed by 30<sup>th</sup> November 2018 and the Eligible List of allottees of the General and EWS categories will be handed over to this Tribunal by 10<sup>th</sup> January 2019.*

4. The complexity of the above stated Terms/Issues would indeed show that these proceedings are not in the nature of an arbitration and are essentially in the nature of a Special Committee of the Hon'ble Supreme Court of India. Moreover, there is no arbitration clause binding the Parties and the exact number of 'claimants' against Durga Builders Private Limited are yet to be approximated with precision. Every so often, I receive e-mails, letters, representations from sundry persons claiming to hold some interest in the subject land. If all these requests are to be entertained it will necessarily require the individual adjudication of over 5000 claims.
5. The matter has now been picked from the stage it was left at 13<sup>th</sup> July 2018. At the last date of hearing Shri M.P. Pandey General Secretary of Okhla Enclave Plot Owners Welfare Association (Regd.) had filed an Affidavit

dated 12<sup>th</sup> July 2018. Permission was sought by the Durga Builder Pvt. Ltd. (hereinafter referred to as Durga Builders) and the State of Haryana for filing replies thereto and 2 weeks were granted.

6. However, the pleadings with respect to the Affidavit dated 12<sup>th</sup> July 2018 were not completed by the Parties within time. An unsigned/unverified response was received from the Durga Builders Plot Holders Welfare Association (Regd.) on 26<sup>th</sup> July 2018 and again on 3<sup>rd</sup> August 2018 via respective emails of even date. The Ld. Counsel for the State of Haryana sought an extension by 3 weeks to file the Reply/Counter Affidavit and sought to adjourn the matter by 3 weeks vide email dated 3<sup>rd</sup> August 2018. In view of the said request, the Tribunal reluctantly adjourned the proceedings to 16<sup>th</sup> August 2018.
7. The Reply/Counter Affidavit on behalf of Durga Builders came to be filed on 14<sup>th</sup> August 2018, leaving no time for Okhla Enclave Plot Owners Welfare Association (Regd.) to submit its Rejoinder. The matter was again adjourned to 27<sup>th</sup> August 2018.
8. Meanwhile, the State of Haryana filed its unsigned/unverified Reply/Counter Affidavit vide email dated 20<sup>th</sup> August 2018. The Rejoinder to the Reply/Counter Affidavit of the Builder was filed by the Okhla Enclave Plot Owners Welfare Association (Regd.) vide email dated 23<sup>rd</sup> August 2018. However, on the request of the Learned Counsel for Durga Builders, the hearing was adjourned to 21<sup>st</sup> August 2018.
9. Even after the proceedings, the submissions kept trickling in. The Ld. Counsel for Durga Builders submitted '1 Page Note on HUDA Rules' vide email dated 31<sup>st</sup> August 2018. Thereafter, a 'Technical Survey Report' was filed by the Ld. Counsel for Respondent No. 1 vide email dated 8<sup>th</sup>



September 2018, which was replied to by DTP Faridabad vide email dated 15<sup>th</sup> September 2018. A follow-up email thereafter was sent by Durga Builders vide email dated 17<sup>th</sup> September 2018.

10. At this juncture, it is to be noted that since the Scrutiny Committee has submitted its first Report dated 28<sup>th</sup> October 2017 for the NPNL category, the tone and tenor of these proceedings have taken a different form. The thrust so far had been on identifying the exact number of genuine claimants/plot holders in the myriad categories. Though the various Plot Holders' Associations had been disputing the locus of Durga Builders since the first date of hearing before this Tribunal, however, Parties had earlier agreed that it would be prudent to first approximate the exact number of genuine plot holders in each category, as this would inspire confidence in those genuine claimants who had been waiting for their plots for a long period of time. Moreover, there is no gainsaying that it is difficult to make any endeavour towards allotment of plot without approximating the exact number of category-wise claimants, due to statutory restrictions on density of allotment. Nonetheless, various Plot Holders' Associations have insisted that the question of '*locus standi of the Builder*' in these proceedings may also be adjudicated forthwith. Thus, in view of the demands raised by the Parties, the Tribunal fixed a date of 7<sup>th</sup> August 2018 for consideration and disposal of the Affidavit dated 12<sup>th</sup> July 2018 and the question of '*locus standi of the Builder*'. However, due to paucity of time, the Parties were able to address the Tribunal on the aspect of locus of Durga Builders only.
11. Mr. Rai, Ld. Senior Counsel appearing on behalf of Okhla Enclave Plot Owners Welfare Association (Regd.) led detailed arguments in support of the fact that Durga Builders is not the Colonizer/Developer anymore as per the Haryana Development and Regulations of Urban Areas Act, 1975

(‘HUDA Act’). Mr. Rai has submitted that even though the Plot Holders’ Associations had been contending that the Mr. Arun Mehra or the current management is not Durga Builders Private Limited, however, he rightfully submitted that this question cannot be raised in these proceedings and any controversy of such nature will have to be raised before an appropriate Court or forum. He further submitted that his case is centered on the issue that Durga Builders are not the Colonizer/Developer as on date and hence, have no locus to be a part of these proceedings.

12. Mr. Rai has placed reliance on the various provisions of the HUDA Act in an attempt to establish that the licence granted to Durga Builders by the State of Haryana under the HUDA Act has expired by sheer efflux of time. Thus, Mr. Rai has contended that Durga Builders have no right as the ‘Colonizer’ under the Act and no right to participate in these proceedings anymore.
13. Mr. Rai has contended that as per the Scheme of the HUDA Act and the Rules made thereunder, there are specific requirements that have to be met by a Builder if he wishes to develop a plot of land as a Colonizer under the HUDA Act. Mr. Rai has relied upon Section 3 of the HUDA Act to contend that a licence can be granted only if the requirements under Section 3 are met. As per Section 3(4) of the Act, the licence is valid only for two years, which may be renewed from time to time for a period of one year, subject to payment of prescribed fee.
14. Mr. Rai has read over Sections 3B, 5 and 7 of the HUDA Act to contend that a licence granted to a Colonizer under the Act is subject to specific conditions which have to be duly considered if an Application of renewal for licence is made by a Colonizer to the Director, Town & Country

Planning under Section 3(4) read with Rule 13. He has contended that as per Rule 13, while applying for renewal of licence, the Colonizer has to explain as to why the development works could not be completed within the stipulated time. As per Rule 14, if the Director is not satisfied with the reasons presented by the Colonizer, then the Director shall reject the application for renewal of licence by the Colonizer, after giving him an opportunity of being heard. According to Mr. Rai, the process of cancellation of a licence is completely explained in Section 8 of the HUDA Act, which are as follows-

*8. (1) A licence granted under this Act, shall be liable to be cancelled by the Director if the colonizer contravenes any of the conditions of the licence or the provisions of the Act or the rules made thereunder; provided that before such cancellation the colonizer shall be given an opportunity of being heard.*

*(2) After cancellation of the licence, the Director may himself, carry out or cause to be carried out, the development works in the colony and recover such charges as the Director may have to incur on the said development works from the colonizer and the plot-holders in the manner prescribed as arrears of land revenue.*

*(3) The liability of the colonizer for payment of such charges shall not exceed the amount the colonizer has actually recovered from the plot-holders less the amount actually spent on such development works, and that of the plot-holders shall not exceed the amount which they would have to pay to the colonizer towards the expenses of the said development works under the terms of the agreement of sale or transfer entered into between them:*

*Provided that the Director may, recover from the plot-holders with their consent, an amount in excess of what may be admissible under the aforesaid terms of agreement of sale or transfer.*

*(4) Notwithstanding anything contained in this Act, after the colony has been fully developed under sub-section (2), the Director may, with a view to enabling the colonizer, to transfer the possession of and the title to the land to the plot-holders within a specified time, authorize the colonizer by an order, to receive the balance amount, if any, due from the plot-holders, after adjustment of the amount which may have been recovered by the Director towards the cost of the development works and also transfer the possession of or the title to the land to the plot-holders within aforesaid time. If the colonizer fails to do so, the Director shall on behalf of the colonizer transfer the possession of and the title to the land to the plot-holders on receipt of the amount which was due from them.*

*(5) After meeting the expenses on development works under sub-section (2), the balance amount shall be payable to the colonizer.*

15. On the basis of the aforesaid, Mr. Rai has argued that a licence granted under HUDA Act is liable to be cancelled if the conditions of the licence are contravened or provisions of the Act and the Rules are contravened. As per Mr. Rai, from a conjoint reading of Section 3(4) and Rules 12 and 14 it is clear that only when a Colonizer makes an application for a renewal of its licence, then the Director is bound to afford an opportunity to the Colonizer of being heard, before disposing off the application for renewal of licence.
16. Mr. Rai has strenuously argued that it is an admitted position in the present case that Durga Builders applied for a licence in the year 1991 and after the

year 2003, no application for renewal of licence has been made by Durga Builders. Thus, this is not a case of cancellation of licence as envisaged under Section 8 of the HUDA Act. In the absence of an application/request for renewal of licence and non-payment of licence fee since 2003, the licence of Durga Builders has expired. In the absence of a licence under the Act, Durga Builders has lost its footing to be identified as the 'Colonizer' under the Act and consequently, it has no locus to participate in the present proceedings.

17. According to Mr. Rai, given that there is no subsisting licence in favour of Durga Builders as on date, the Tribunal should direct the Director, Town & Country Planning ('DTCP') to take over the plot land, develop it in terms of the Act and thereafter, hand over plots to the genuine allottees.
18. At this point, the Tribunal had specifically inquired from Mr. Rai under which provision of the Act can this Tribunal direct the DTCP to take over the land for its development to which Mr. Rai stated that the most appropriate course would be to send a 'Report' in this regard to the Hon'ble Supreme Court for passing specific directions to this effect.
19. Thereafter, the Tribunal sought specific clarifications from Dr. Gusain, Ld. Counsel for the State of Haryana regarding the issue whether the licence of Durga Builders has been canceled or it has expired or if the licences still subsist. Dr. Gusain relied upon the contents of the Affidavits filed on 20<sup>th</sup> August 2018, to contend as follows-
  - a. That with regard to invoking of section 8 of HUDA Act, as the Colonizer failed to deposit the balance amount of External Development Charges, Show Cause Notices were repeatedly issued to the Colonizer on 14<sup>th</sup> July 1998, then on 22<sup>nd</sup> July 1998 and then

on 27<sup>th</sup> August 1998 to the Colonizer directing to show cause within a period of one month from the date of receipt of the notices as to why licences granted under Rule 12 of the Rules 1976 should not be cancelled under section 8(i) of the HUDA Act read with the terms of the agreement. Thereafter, the Colonizer even appeared before the Chief Town Planner, Haryana on 2<sup>nd</sup> December 1998 and informed that case was under consideration before the Hon'ble Supreme Court relating to contempt petition filed by the petitioner associations and therefore sought time till the case is disposed of by the Hon'ble Supreme Court. Thus, the licence could not be cancelled by DTCP, since the matter remained sub-judice for most of the time after issuance of licence to the Developer i.e. M/s Durga Builder Pvt. Ltd. and its Associate Companies.

- b. As on date, the Colonizer is in arrears of external development charges (Rs. 31.45 crore as on 25<sup>th</sup> August 2015), licence renewal fee (Rs. 10.61 crore due on 30<sup>th</sup> June 2015), scrutiny fee and the payment made towards watch and ward of colony as per direction of Hon'ble Apex Court.
- c. Though as per the provisions of the HUDA Act, after cancellation of the licence the DTCP may by himself carry out or cause to be carried out the development work in a colony and recover such charges as the DTCP may have to incur on the said development works from the Colonizer and the plot holders in the manner prescribed as arrears of land revenue. However, in the present case, due to overlapping claims of the alleged plot allottees, it is not possible at this stage for the Department to recover the development charges etc. as arrears of land revenue from the Colonizer or the plot holders. Hence provisions of section 8 of the HUDA Act cannot be

invoked at this belated stage especially when the matter is already under consideration before the Hon'ble Apex Court.

20. On the specific query raised by the Tribunal, whether the licence stood expired, Dr. Gusain responded that as on date, no application seeking renewal of licence has been received by the Department. Dr. Gusain maintained that due to the matter being *sub judice*, the Department/DTCP could not take any steps against the Colonizer.
  
21. The Ld. Counsel for Durga Builders, Mr. Varma has submitted that from the submissions of the State/DTCP, it is clear that the licence of Durga Builder has not been cancelled in terms of Section 8 of the HUDA Act. Mr. Varma has conceded that after 2003, no steps have been taken by Durga Builders to renew its licence. However, it was submitted that this has been so done as the payment of licence fee had stopped accruing any benefit to Durga Builders. According to Mr. Varma, Durga Builders has paid an amount of around Rs. 40 crores to the State of Haryana till date whereas, the total amount received from the allottees is around Rs. 13 crores as against dues of only Rs. 1.74 crore which may be pending to be given to the Department for renewal of the licence. Moreover, due to pendency of litigations, no construction can be undertaken on the site and around 50 acres of land already stands encroached. He has further submitted that it is an admitted position herein that as per the order of the Hon'ble Supreme Court, the claimants were directed to deposit Rs. 50 per square yards to the State of Haryana for the purpose of development works. These charges have till date not been deposited with the State of Haryana. Hence, it becomes clear that the development work would not resume due to failures committed by all the stakeholders herein.

22. As per Mr. Varma, Part II of the Rules promulgated under the HUDA Act deals with the grant of the licence in Rule 3 and Rule 12 and the same part also contains and deals with the cancellation of licence in Rule 18 in keeping with the provisions of Section 8 of the Act. Hence, the only process by which the licence may come to an end is by a process of cancellation to be initiated by the State of Haryana and in no other way, including by efflux of time. Thus, renewal of licence is a mere technical formality which can be complied with any stage. Mr. Varma has also placed reliance on Section 23 of the HUDA Act to contend that under the Act, the State has the power to waive any provision/conditions as stipulated under the Act. Thus, due to the absence of its obligations to undertake external development work, the State may deem fit to waive the conditions for renewal of licence under the Act.

Section 23 of the HUDA Act-

*23. If the Government is of the opinion that the operation of any of the provisions of this Act causes undue hardship or circumstances exist which render it expedient so to do, it may, subject to such terms and conditions as it may impose, by a general or special order exempt any class of persons or areas from all or any of the provisions of this Act.*

23. According to Mr. Varma, under the scheme of the HUDA Act, the plot holders cannot raise any question regarding the status of the licence of Durga Builders, more so, when the State of Haryana/DTCP has not cancelled the licence and it has not expired. He has strenuously argued that the status of its licence to develop a colony on the land has nothing to do with its ownership of the land. Mr. Varma has further submitted that the State, on multiple occasions and as even today, has ventilated its inability to take over the land and develop it.



24. Mr. Varma has further submitted that the various Plot Holders' Associations have raised the question of locus at this stage only to derail and delay the proceedings. He has pointed out that on one hand the Plot Holders' Associations are arguing that there is no licence subsisting in favour of the Colonizer since 2003, however, the office holders of these Plot Holders' Associations have borne witness to over a dozen sale deeds entered into by some allottees with the erstwhile owner of Durga Builders, Mr. R.K. Nanda, after 2003. These sale deeds have been submitted by the DTCP along with their Affidavit submitted on 20<sup>th</sup> August 2018.
25. Mr. Varma has also placed reliance on the previous Orders passed by this Tribunal. He has submitted that the Tribunal has already recorded that the Hon'ble Supreme Court did not oust Durga Builder from these matters and hence, it has locus to participate these proceedings.
26. The Tribunal has considered the rival submissions and arguments made by the Parties herein. It may be clarified that at an earlier stage, the various Plot Holders' Associations had orally sought directions from this Tribunal to pass appropriate directions that the State of Haryana should take over the land for its development as they had lost confidence in Durga Builders. This question was settled vide previous Order dated 26<sup>th</sup> February 2018, wherein the Tribunal had asked the Parties to point out the relevant provision of law enabling this Tribunal to pass such directions. Thereafter, submissions were made by the Plot Holders' Associations that the Hon'ble Supreme Court had already cast away Durga Builders from the matter and had passed orders to the effect that the State of Haryana was to take-over the development of the land. However, that controversy was settled vide previous and 23<sup>rd</sup> March 2018.

27. Now, it has been argued by the Plot Holders' Associations that Durga Builder has no locus to participate in these proceedings as there is no subsisting licence in its favour as on date.
28. There is no point in dwelling on the aspect of cancellation of licence in view of the specific submission made on behalf of DTCP that the licences could not be cancelled due to matter being *sub judice*.
29. On the issue whether the licence has expired, it has undisputedly emerged that the licence of Durga Builder was last renewed till 2003. In the same breath, it may be pointed out that it is irrelevant for Durga Builders to harp on the fact that the licence has stopped accruing any benefit to it. It cannot choose to sit on the fences and wait for the culmination of these proceedings to decide whether it would want to be the Colonizer or not.
30. If the submissions made by Mr. Rai are accepted, the obvious consequence that would follow is that State of Haryana will have to take over the land and develop it. However, the State of Haryana has already submitted its inability to take over the land and develop it. It has been repeatedly submitted that due to arrears of development fee, scrutiny fee etc. as well as the matter being *sub-judice*, no steps have been or can be taken by them in this regard. Upon enquiring the response of the State of Haryana regarding the expiry of licence, even then the State of Haryana maintained that it has not taken any action against the Colonizer as the matter was *sub-judice*.
31. At this juncture, the Tribunal would specifically like to point out that though the State of Haryana has blamed its inaction on the matter being *sub-judice*, it has not been able to point out even a single order from any Court which had barred the State of Haryana from acting under or taking

due action under the provisions of the HUDA Act against the licence holders. Inaction by the State of Haryana becomes of greater significance in view of Section 15 of the HUDA Act which bars jurisdiction of civil courts in matters pertaining to this Act.

32. This issue seems to have reached an impasse. The Plot Holders' Associations are insistent that Durga Builders is not the colonizer as there is no subsisting licence and hence, the State of Haryana should take over the land for its development and subsequent allotment. The State of Haryana has already expressed its inability to take over the land/project for its development. Durga Builders has chosen not to renew its licence after 2003, for reasons which cannot find favour with any Court of law as well as this Tribunal.
33. There is another aspect which has to be considered. As per the records available with the State of Haryana, there are a total of 7 licences which were given by the State for the entire plot land. Out of the 7 licences, the Licence No. 1-3 of 1991 and 65-68 of 1992 were granted to Durga Builder Pvt. Ltd. and its Associate Companies i.e. Ravindra Promoters Pvt. Ltd., Rajdhani Housing Syndicate Pvt. Ltd., Panchsheel Cooperative House Building Society Ltd. and Sh. Ravinder Kumar Nanda for development of a residential colony in the form of Phase –I & II measuring 126.724 acres & 107.95 acres.
34. The Tribunal had duly enquired from the State of Haryana as well as Durga Builders whether all the licences were transferred in favour of Durga Builders only. To which, the State has submitted that it had not received any application seeking transfer of the remaining 5 licences in favour of Durga Builders. The Ld. Counsel for Durga Builders has submitted that in

1997, Durga Builder Pvt. Ltd. was taken over by its current stakeholders, however, he cannot state with certainty whether the licences in the name of Ravindra Promoters Pvt. Ltd., Rajdhani Housing Syndicate Pvt. Ltd., Panchsheel Cooperative House Building Society Ltd. and Sh. Ravinder Kumar Nanda were taken over/bought. It is also of note that Shri Ravinder Kumar Nanda has expired somewhere in 2014. It seems that none is aware about the current/last known status of the licence holders.

35. Thus, the proceedings have reached a stand-off on the issue as to who will develop the land and make the actual allotment.
36. This is besides the fact that the Tribunal has been trying to estimate the actual and genuine number of allottees in every category. In this regard, the Scrutiny Report for NPNL category has been prepared and the scrutiny of General and EWS category is underway. From the Scrutiny Report of NPNL category it is apparent that the claims for plots are much above the sanctioned numbers under the approved lay-out plans. There is need for a policy change from the State to ensure that all claimants who are adjudged genuine are allotted plots.
37. The Tribunal is of the view that specific directions are required from the Hon'ble Supreme Court regarding the future course to be adopted in this matter. An appropriate Report in this regard will be sent to the Hon'ble Supreme Court. It will be apposite to record that in my view the State is obligated to take over the land as well as the Project, since the vital interests of citizens numbering approximately 5000 is endangered. This is especially so since these citizens are not affluent, and the problems have arisen because the State has not been watchful of their interests.

38. The Tribunal shall next assemble on 04-10-2018 at 4. 30 PM.



Justice (Retd.) Vikramajit Sen  
Sole Arbitrator

(Note: Inadvertently, attendance of Shri. Vikrant Yadav had not been marked in the Orders dated 13-07-2018 and 23-03-2018.)