

IN THE HIGH COURT OF MADHYA PRADESH AT

INDORE

BEFORE

HON'BLE SHRI JUSTICE VIVEK RUSIA

ON THE 18th OF JULY, 2023

WRIT PETITION No. 3932 of 2022

BETWEEN:-

**SURAJ S/O BHIMSEN HATKAR, AGED ABOUT 40 YEARS, OCCUPATION:
DRIVER TEHSIL COLONY, MHOWGAON, MHOW (MADHYA PRADESH)**

.....PETITIONER

(PETITIONER – SURAJ IS PRESENT IN PERSON)

AND

**M.P. HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD
1. DIVISION NO. 2, SHOPPING COMPLEX, A.B. ROAD (MADHYA
PRADESH)**

**2. NANAKRAM KANNOJ S/O NOT KNOWN OCCUPATION: NOTE KNOWN
313, GANDHI NAGAR (MADHYA PRADESH)**

3. BANK OF INDIA DHAR NAKA BRANCH MHOW (MADHYA PRADESH)

.....RESPONDENTS

(RESPONDENT NO.1 BY SHRI KAUSTUBH PATHAK, ADVOCATE)

(RESPONDENT NO.2) BY SHRI SAURABH SHRIVASTAVA, ADVOCATE)

(RESPONDENT NO.3 BY MS. DARSHANA BAGHEL, ADVOCATE)

*This petition coming on for order this day, the court passed the
following:*

ORDER

The petitioner has filed the present petition challenging the

order dated 26.03.2021, whereby allotment of plot No.125 to him has been cancelled and also seeking quashment of allotment of plot No.125 to respondent No.2.

02. Today the controversy between the parties has been amicably settled. The facts of the case in nutshell are as under:-

03. On 17.08.2019, the M.P. Housing & Infrastructure Development Board (hereinafter referred to as the Board) invited applications for allotment of the residential plots by way of paper publication in the newspaper. On 14.09.2019, Respondent No.2 – Nanak Ram Kanojiya submitted online registration under Scheme 69 LIG Plots under ST category. On 14.10.2019, a confirmation letter was issued in favour of respondent No.2. Thereafter, by way of lottery plot No.92 LIG was allotted to respondent No.2 by the Board.

04. On 01.11.2019, a meeting of the Board was convened, and it was decided to exchange the plot of respondent No.2 from plot No. 92 to 125 because it was reserved for ST category. Thereafter, on 02.11.2019, a letter of acknowledgement was sent to respondent No.2 for the exchange of the plots. On the basis of the said allotment and exchange, respondent No. 2 applied for a loan from the bank.

05. Due to the availability of the vacant plots, a second paper publication was issued on 30.09.2020, by the Board. Inadvertently, due to a typographical error, plot No.125 has wrongly been mentioned in the said publication for allotment. On 16.10.2020, the petitioner also submitted online form for allotment. On 07.11.2020, a letter was issued to the petitioner for confirmation of his registration and the Board

conducted the draw for allotment on 11.11.2020. That on 27.11.2020, the Board allotted plot No.125 to the petitioner. Thereafter, on 16.12.2020, a NOC was issued for obtaining a loan. The petitioner also applied for a loan from the Bank of India. The tug of war started between the petitioner and respondent No.2 for plot No.125.

06. On 02.02.2021, the Estate Officer, M.P. Housing Board issued a letter to the petitioner to inform him that due to typographical error, plot NO.125 was wrongly mentioned in the second paper publication dated 30.09.2020, therefore, mistakenly the said plot was allotted to him and he was requested to choose any other plot in the aforesaid scheme from the other available plots i.e. plot Nos.90 to 121 and 136. On 01.03.2021, a second reminder was issued to the petitioner allowing him to choose the plots as per his choice.

07. On 08.03.2021, the petitioner refused to take another plot as he only wanted plot No.125. Thereafter, on 15.03.2021, a four members' Committee was constituted by the Board to enquire about the wrong allotment to the petitioner as the same was wrongly allotted to two applicants due to a typographical error.

08. On 26.03.2021, a meeting of the Committee was convened for resolving the issue regarding plot No.125. Even after a repetitive letter, the petitioner did not appear before the Board. After receiving a report from the Committee on 26.03.2021, M.P. Housing Board informed the petitioner that the Committee rejected the initial allotment of plot No.125 and he is now allotted plot No.136.

09. On 26.03.2021, for the purpose of loan disbursement, a letter

was issued to the Bank Manager, Bank of India, Branch – Dhar Naka, MG Road, Mhow Gaon to inform that initial allotment of plot No.125 has been cancelled and plot No.136 has been allotted to the petitioner.

10. On 08.07.2021, the Estate Officer of the Board issued a letter to the Bank regarding the allotment of new plot No.136 and requested that the loan amount deposited to the Board will be refunded back to the Bank within interest from the date of disbursement.

11. On 09.11.2021, the Commissioner conducted an enquiry and the concerning Estate Officer was suspended. Thereafter, on 11.11.2021, the Deputy Commissioner of the respondent / Board rectified the mistake and took a decision to provide an opportunity to the petitioner to choose any of the vacant plots available with the Board and also provide him the opportunity to choose the plot only in LIG category but in all categories with the same rate.

12. Furthermore, on 23.11.2021 a second letter was issued to the petitioner directing him to choose any other plot and inform the Board within three days so that the case can be adjudicated properly. On 01.12.2021, the Estate Officer again issued a letter to the Manager, Bank of India to provide loan account details of the petitioner so that they can deposit the whole amount which was received along with the interest of 8% from the date of first disbursement. On 02.12.2021, the Bank Manager replied that the petitioner had filed an application for not disclosing the details.

13. On 02.12.2021, the Board refunded the total amount of loan in the petitioner's account bearing demand draft No.037445 dated

02.12.2021 of Rs.12,77,254/- along with 8% interest.

14. On 14.12.2021, the Estate Officer informed the Manager of Bank of India that the allotment of the petitioner has already been cancelled, therefore, the loan certificate which was issued previously was rejected automatically and in such circumstances, if the Bank did not accept the demand draft, then the Board will not be responsible for any other extra charges.

15. The Estate Officer has again on 18.01.2022 issued a letter to the Bank regarding the termination of the petitioner's registration as well as loan certificate which was terminated itself after a reasonable time. It was further informed that the petitioner is not having any legal certificate for obtaining the loan.

16. On 16.02.2022, the Branch Manager, Bank of India, Janjirwala Square Branch issued a statement in which, it has been clearly shown that the demand draft which was issued on 02.12.2021 has been deposited in the account of the petitioner on 16.02.2022 which is of Rs.12,22,254/-.

17. The Board tried to rectify the mistake and provided ample opportunity to the petitioner to select any other plot as per his own choice in place of plot No.125, but he was reluctant to accept any other plot.

18. On the last date of the hearing this Court directed to submit the list of vacant plots which could be allotted to the petitioner or respondent No.2. Today Shri Kaustubh Pathak submitted the list and the petitioner was given the first chance to select another plot in place

of plot No.125 but he straightway refused to look into the list of vacant plots. But respondent No.2 under the advice of his counsel has agreed to take plot No. 71. This Court appreciates the gesture of respondent No.2 despite the first allottee of plot No. 125 he has agreed for exchange. He had upper and better rights than the petitioner. The Board has agreed to allot plot No.71, MIG, Padmavati Colony, Ambedkar Nagar @ Rs.1,487/- per sq.ft. . Respondent No.2 has no objection if plot No.125 is allotted to the petitioner.

19. The Board is directed to execute a sale deed in favour of petitioner for plot No.125 @ Rs.1,487/- per sq.ft. and plot No.71 in favour of respondent No.2 at the same of Rs.1,478/- per sq.ft. It is further submitted earlier plot No.125 was allotted to respondent No.2 area of 800 sq.ft. now the area of plot No.71 is 1000 sq.ft. Respondent No.2, who is present in person through counsel has agreed to pay the additional amount for this extra land.

20. In view of the above, this petition is finally disposed of. Respondent No.1 is directed to complete the remaining formalities within thirty days.

21. The petitioner demanded the cost for the harassment which he suffered due to fault on the part of the Board. I do not find that there was any *malafide* intention on the part of the Board to create controversy in this matter. Inadvertently, plot No. 125 was allotted to the petitioner and immediately the Board tried to rectify the same, but the petitioner was not at all willing to consider the same. Respondent No.2 was the first allottee of the plot in question but he gracefully

agreed to take another plot which is costing more to him. The petitioner has made all sorts of allegations against the respondents, therefore, he shall not be entitled for any cost. This Court hopes and trusts that any enquiry pending against any staff of the Board in respect of this controversy shall come to an end due to the disposal of this Writ Petition.

(VIVEK RUSIA)
J U D G E

Ravi