2026 INSC 77

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S). OF 2026
(Arising out of SLP (Civil) No(s).11480 of 2020)

RAJ SINGH GEHLOT & ORS. ....APPELLANT(S)

VERSUS

AMITABHA SEN & ORS. ....RESPONDENT(S)

WITH

CIVIL APPEAL NO(S). OF 2026
(Arising out of SLP (Civil) No(s).5971 of 2021)

CIVIL APPEAL NO(S). OF 2026
(Arising out of SLP (Civil) No(s).14797 of 2020)

AND

CIVIL APPEAL NO(S).872-874 OF 2021

J U D G M E N T

Mehta, J.

INDEX

A. CIVIL APPEALS @ SLP(C) NO(S). 11480 OF 2020; SLP(C) NO(S). 5971 OF 2021; SLP(C) NO(S). 14797 OF 2020

1. Heard.

2. Leave granted.

3. At the outset, it would be apposite to clarify that Civil Appeal Nos. 872–874 of 2021, though tagged

together, emanate from the orders passed by the National Green Tribunal in Original Application No. 238 of 2015. The said appeals pertain exclusively to allegations of environmental violations and issues falling within the specialised jurisdiction of the National Green Tribunal. In view thereof, and having regard to the distinct factual matrix and legal considerations involved, the said appeals have been examined independently and are being dealt with separately from the present batch of matters.

4. The above captioned appeals arise out of judgment and order dated 10th July, 2020 passed by the High Court of Punjab and Haryana at Chandigarh[1] in Civil Writ Petition No. 20330 of 2015 and involve overlapping questions of facts and law and hence, the same have been heard together and are being decided by this common judgment.

5. The tabular chart of parties in these appeals is noted hereinbelow for the sake of convenience:-

S. No.	**NAME OF PARTY**	**POSITION OF PARTIES**	
		Before High Court	Before this Court
A. Civil Appeal @ SLP(C) No(s). 11480 of 2020			

[1] Hereinafter, referred to as "High Court".

1.	Mr. Raj Singh Gehlot	Respondent No. 1	Appellant No. 1
2.	M/s Ambience Private Limited (Formerly Ambience Limited) through its Managing Director Mr. Raj Singh Gehlot	Respondent No. 2	Appellant No. 2
3.	M/s Ambience Developers and Infrastructure Private Limited through its Authorized Person Mr. Raj Singh Gehlot	Respondent No. 3	Appellant No. 3
		Vs	
1.	Mr. Amitabha Sen	Petitioner No. 1	Respondent No. 1
2.	Mrs. Dipika Sen	Petitioner No. 2	Respondent No. 2
3.	The Chief Secretary, Government of Haryana, Vice-Chairman, Haryana Development Urban Authority	Respondent No. 8	Respondent No. 3
4.	The Chief Administrator Haryana Urban Development Authority	Respondent No. 9	Respondent No. 4
5.	The Chief Town Planner Town and Country Planning Department,	Respondent No. 10	Respondent No. 5
6.	Mr. A.K. Ganju	Respondent No. 4	Respondent No. 6
7.	A.K. Ganju & Associate	Respondent No. 5	Respondent No. 7

8.	Mr. Rajeev Khanna	Respondent No. 6	Respondent No. 8
9.	Grid Architecture Interiors Private Limited	Respondent No. 7	Respondent No. 9
B. Civil Appeal @ SLP(C) No(s). 5971 of 2021			
1.	Kohler India Corporation Private Limited, through its Authorized Signatory Sh. Dhiraj Mishra	Not a party	Appellant
Vs			
1.	The Chief Secretary, Government of Haryana, Vice-Chairman, Haryana Development Urban Authority	Respondent No. 8	Respondent No. 1
2.	M/s Ambience Developers and Infrastructure Private Limited through its Authorized Person Mr. Raj Singh Gehlot	Respondent No. 3	Respondent No. 2
3.	Mr. Raj Singh Gehlot	Respondent No. 1	Respondent No. 3
4.	M/s Ambience Private Limited (Formerly Ambience Limited) through its Managing Director Mr. Raj Singh Gehlot	Respondent No. 2	Respondent No. 4
5.	Mr. A.K. Ganju	Respondent No. 4	Respondent No. 5
6.	A.K. Ganju & Associate	Respondent No. 5	Respondent No. 6

7.	Mr. Rajeev Khanna	Respondent No. 6	Respondent No. 7
8.	Grid Architecture Interiors Private Limited	Respondent No. 7	Respondent No. 8
9.	The Chief Administrator Haryana Urban Development Authority	Respondent No. 9	Respondent No. 9
10.	Dr. Amitabha Sen	Petitioner No. 1	Respondent No. 10
11.	Mrs. Dipika Sen	Petitioner No. 2	Respondent No. 11
C. Civil Appeal @ SLP(C) No(s). 14797 of 2020			
1.	The Chief Town Planner Town and Country Planning Department	Respondent No. 10	Appellant
Vs			
1.	Dr. Amitabha Sen	Petitioner No. 1	Respondent No. 1
2.	Mrs. Dipika Sen	Petitioner No. 2	Respondent No. 2
3.	Mr. Raj Singh Gehlot	Respondent No. 1	Respondent No. 3
4.	M/s Ambience Ltd.	Respondent No. 5	Respondent No. 4
5.	M/s Ambience Developers and Infrastructure Private Limited	Respondent No. 6	Respondent No. 5
6.	Mr. A.K. Ganju	Respondent No. 7	Respondent No. 6
7.	A.K. Ganju & Associate	Respondent No. 8	Respondent No. 7
8.	Mr. Rajeev Khanna	Respondent No. 9	Respondent No. 8
9.	Grid Architecture Interiors Private Limited	Respondent No. 10	Respondent No. 9
10.	The Chief Secretary,	Respondent No. 11	Respondent No. 10

	Government of Haryana Vice-Chairman, Haryana Development Urban Authority		
11.	The Chief Administrator, Haryana Urban Development Authority	Respondent No. 12	Respondent No. 11

6. Appellant No. 1-Raj Singh Gehlot[2] is the authorized representative of the appellant No. 3-M/s. Ambience Developers and Infrastructure Private Limited[3], and also serves as the Managing Director of appellant No.2-M/s. Ambience Private Limited.[4]

I. BRIEF FACTS

7. Civil Appeal @ SLP(C) No. 11480 of 2020 is treated as the lead matter and reference to facts and issues is being made therefrom for the purpose of disposal of the batch of appeals.

8. Before proceeding further, it would be apposite to set out, a brief chronology of dates and events

[2] Hereinafter, referred to as "appellant-Raj Singh Gehlot".
[3] Hereinafter, referred to as "appellant No.3-Ambience Developers"
[4] Hereinafter, collectively referred to as "appellants-developers".

which are necessary and relevant for proper adjudication of the present appeals-:

LIST OF DATES AND EVENTS	
DATE	**PARTICULARS**
23.10.1991	M/s. HLF Enterprises (P) Limited[5] was incorporated.
1991-1992	M/s. HLF Ltd., acquired 22.98 acres of land in Nathupur, Gurgaon.
17.02.1992	M/s. HLF Ltd. applied for a license to set up a residential colony at Village Nathupur, Gugraon.
09.07.1993	An agreement was executed between M/s. HLF Ltd. and Director, Town and Country Planning Department, Chandigarh, Haryana[6], granting M/s. HLF Ltd. permission to develop a residential colony.
15.07.1993	License No. 19 of 1993 was granted by DTCP to M/s. HLF Ltd. for setting up a residential colony on 18.98 acres.
30.03.1994 / June, 1994	Appellant-Raj Singh Gehlot, joined M/s. HLF Ltd. as a Director along with Mohan Singh Gehlot and Narender Mohan Gupta with effect from 30th March, 1994 and upon clearance of all dues, the appellant-Raj Singh Gehlot acquired complete control of M/s. HLF Ltd. in June, 1994.
1994-95	M/s. HLF Ltd. submitted building plans to the DTCP for approval to develop a residential colony on the first 10.98-acre parcel under License No. 19 of 1993.
07.09.1994	M/s. HLF Ltd. sought Change of Land Use approval from the DTCP to develop a five-star hotel & recreational complex on 4 acres land comprising Khasra Nos. 3 and 529.
15.09.1994	DTCP issued CLU No. G/688-10DP-94/1011 for developing a hotel, recreational, and cultural complex over 4 acres in Khasra Nos. 3 and 529.
24.07.1995	DTCP sanctioned the Layout and Building Plan of Ambience Lagoon Complex/Residential colony on 10.98 acres of land.
11.12.1995	M/s. HLF Ltd. applied to the DTCP for a license over 106.175 acres (excluding the earlier 22.98 acres) to

[5] Hereinafter, referred to as "M/s. HLF Ltd.".
[6] Hereinafter, referred to as "DTCP".

	develop an integrated colony with residential, commercial, and ancillary facilities.
06.05.1996	DTCP approved the Ambience Lagoon Complex layout and building plans on 10.98 acres in Phase-I, post-renewal of License No. 19 of 1993.
March-April, 2000	Advertisements were given in newspaper for the Ambience Lagoon Housing Project.
18.07.2000	M/s. HLF Ltd. sought DTCP's license to develop a commercial complex on 8 acres.
28.09.2001	DTCP issued letter of Intent to de-license 8 acres of land out of license No. 19 of 1993.
16.10.2001 / 18.10.2001	License No. 8 of 2001 was granted by the DTCP on 16.10.2001 for the development of a commercial colony on 8 acres of land and same came to be notified on 18th October, 2001.
18.10.2001	DTCP de-licensed area of 8 acres and licensed the M/s. HLF Ltd. to develop commercial complex on 8 acres.
20.10.2001	Apartment Buyers' Agreement was entered between M/s. HLF Ltd. and respondent Nos. 1 & 2.
31.12.2001 / 10.01.2002	DTCP issued occupancy certificate followed by a Part completion certificate.
31.01.2002	M/s. HLF Ltd. obtained DTCP's permission to construct B1 and C1 (EWS) blocks on the remaining area of 10.98 acres in Ambience Lagoon Complex.
31.01.2002	DTCP sanctioned the Building Plans of a commercial complex on 8 acres of land.
05.02.2004	DTCP approved the application dated 11th December, 1995 for development of an integrated residential-commercial colony over 106.175 acres, pursuant to which License Nos. 13-18 of 2004 were granted.
09.11.2004	DTCP approved Ambience Island's zoning plan for mixed-use development over 132.06 acres.
-	In the mid-2000s, M/s. HLF Ltd. was re-named as Ambience Developers and Infrastructure Private Limited.
01.03.2005	DTCP approved the consolidated/composite layout plan of integrated township on 132.065 acres.
-	C-1 block, originally sanctioned as EWS flats, was converted into a regular apartment block, leading to an additional utilization of 0.85 acres from

	Licence No. 2 of 2004 and increasing the area of the residential colony to 11.83 acres.
31.03.2005	Residents of Ambience Island Lagoon Apartments filed Consumer Complaint No. 28 of 2005 before National Consumer Disputes Redressal Commission[7] against the appellants-developers seeking directions to execute and register sale deed.
14.03.2007	The commercial complex was made operational after the issuance of Occupation Certificate by the DTCP.
25.03.2009	Appellant No. 3-Ambience Developers submitted deed of declaration under section 2 read with section 11 of the Haryana Apartment Ownership Act, 1983 for land admeasuring 11.83 Acres.
01.02.2010	Ambience Lagoon Apartments Residents Welfare Association[8] instituted a Civil Suit No. 27 of 2010[9].
09.02.2010	The Civil Judge ordered that no illegal construction be carried out on the land allotted to the plaintiff association and this was subsequently stayed by the High Court on 22nd February, 2010.
2010	ALARWA filed Civil Writ Petition No. 15817 of 2010[10] before the Punjab and Haryana High Court challenging the delayed filing of the Deed of Declaration.
01.09.2010	DTCP sanctioned the construction of commercial complex on Plot No. 3 admeasuring 5.81 acres, comprised in Khasra Nos. 536 and 526 and forming part of the License Nos. 13 and 14 of 2004.
31.05.2011	High Court dismissed the 2010 writ petition.
31.01.2012	ALARWA filed Civil Writ Petition No. 2147 of 2012 seeking quashing of Memo No. 10894 dated 01st September, 2010.
16.03.2015	2010 civil suit came to be dismissed as withdrawn.
03.06.2015	Original Application No. 238 of 2015 was filed before National Green Tribunal[11] seeking restoration of damaged parks/open spaces; compliance with earlier NGT's order dated 10th April, 2015 in the case "*Vardhaman Kaushik vs*

[7] Hereinafter, referred to as "NCDRC".
[8] Hereinafter, also referred to as "ALARWA".
[9] Hereinafter, also referred to as "2010 civil suit".
[10] Hereinafter, referred to as "2010 writ petition".
[11] Hereinafter, also referred to as "NGT".

	Union of India"; and payment of suitable compensation, after the first Original Application No. 160 of 2015 was directed to be withdrawn.
08.07.2015	This Court, in Writ Petition (C) No. 338 of 2015, directed respondent Nos. 1 & 2 to approach the High Court.
06.09.2015	Respondent Nos. 1 & 2 approached the High Court by filing Civil Writ Petition No. 20330 of 2015.
05.05.2016	Shri Mohan Singh, District Town Planner submitted his report before the NGT in Original Application No. 238 of 2015.
16.08.2016	NGT appointed a Court Commissioner to inspect the site.
19.09.2016	Court Commissioner submitted the report.
11.05.2018	Consumer Complaint No. 28 of 2005 before NCDRC was dismissed as the complainants chose to file individual complaints instead of contesting jointly.
29.04.2019	NGT directed the Ministry of Environment, Forest and Climate Change[12] to file report with respect to environmental compensation.
07.11.2019	MoEF&CC quantified environmental compensation at Rs. 68,51,250/-.
09.01.2020	Appellant No. 3-Ambience Developers was directed by the NGT to pay interim compensation of Rs. 68,51,250/-.
16.01.2020	High Court disposed of the Civil Writ Petition No. 2147 of 2012.
11.02.2020	NGT ordered revision of MoEF&CC's compensation assessment and appointed a Joint Expert Committee comprising of MoEF&CC, Central Pollution Control Board, and Indian Institute of Forest Management, Bhopal.
13.02.2020	NGT dismissed the Review Petition.
10.07.2020	High Court delivered impugned judgment and order in Civil Writ Petition 20330 of 2015.
03.12.2020	Joint Expert Committee recommended imposition of fine of Rs. 138.83 crores, Rs. 10.33 crores environmental compensation, withholding 25–50% of profits, and possible demolition of the commercial complex.
05.08.2021	Pursuant to the order dated 16th January, 2020, the DTCP passed an order dated 5th August, 2021,

[12] Hereinafter, also referred to as "MoEF&CC".

	which is subject matter of challenge in Civil Writ Petition No. 6047 of 2025 before the High Court.
29.12.2023	CBI filed chargesheet before the Court of Chief Judicial Magistrate, Panchkula.

9. M/s. HLF Ltd. was incorporated on 23rd October, 1991, *inter alia*, with the primary objective of carrying on the business of hotel construction, colonisation and development, including acting as builders, town planners, decorators, and developers of resorts and amusement parks. M/s. HLF Ltd. acquired a parcel of land admeasuring 22.98 acres at village Nathupur, District Gurgaon, Haryana. On 17th February, 1992, M/s. HLF Ltd. moved an application to the Director, Town and Country Planning Department, Chandigarh, Haryana, seeking permission to set up a residential colony on the aforesaid tract of land. It was specifically mentioned at Serial No. 9 of the said application, that the applicant intended to establish a residential colony (group housing society) over an area measuring 18.98 (19) acres from the above chunk of land. The said application culminated into an agreement dated 9th July, 1993 executed between M/s. HLF Ltd. and the DTCP, pursuant to which M/s. HLF Ltd., was granted

License No. 19 dated 15th July, 1993 for development of a residential colony on 18.98 acres of land.

10. The appellant-Raj Singh Gehlot, joined M/s. HLF Ltd. as a Director along with Mohan Singh Gehlot and Narender Mohan Gupta with effect from 30th March, 1994. Upon clearance of all dues and completion of other formalities, the appellant-Raj Singh Gehlot acquired complete control of M/s. HLF Ltd. in June, 1994.

11. The appellants-developers have set up a case that the layout plan for this residential colony, later named as Ambience Lagoon Group Housing, was sanctioned on 24th July, 1995 and in this plan, there is a clear indication that the residential colony would be constructed on an area of 10.98 acres of land.

12. M/s. HLF Ltd. was having other parcels of land in the surrounding areas and hence, another application dated 11th December, 1995 was moved on its behalf seeking grant of license in respect of land admeasuring 106.175 acres, distinct from and in addition to the aforesaid tract of 22.98 acres, for development of an integrated colony comprising residential and commercial complexes along with ancillary services. It is the case of the appellants-

developers that the said application was duly considered and accepted by the DTCP and the development plans submitted along with the application were approved on 5th February, 2004, pursuant to which License Nos. 13 to 18 of 2004 came to be granted.

13. The appellants-developers issued advertisements for the Ambience Lagoon Housing Project in newspapers in March-April, 2000. The appellants-developers unequivocally maintain that in these advertisements, it was never projected or promised that the residential colony would be constructed on entire 18.98 acres of land and that rather, the approved layout plan clearly manifested that the project would be coming up over 10.98 acres of land only.

14. Another application was submitted by M/s. HLF Ltd. in July, 2000 to the DTCP seeking de-licensing of 8 acres out of total 18.98 acres of land covered under License No. 19 of 1993. The language of the said application would be relevant and germane for decision of these appeals and hence, the same is reproduced hereinbelow for the sake of convenience:-

" HLF ENTERPRISES PRIVATE LIMITED

Dated: 18.07.2000

To

The Director,
Town & Country Planning Haryana,
Aayojana Bhawan, Sector 18-A,
Madhya Marg, Chandigarh.

Sub: APPLICATION FOR ISSUANCE OF LICENCE TO DEVELOP COMMERCIAL COMPLEX/COLONY ON 8 ACRES OF LAND BY DELICENCING THIS 8 ACRES OF LAND BEING PHASE-II OF RESIDENTIAL GROUP HOUSING COLONY ON TOTAL 18.98 ACRES OF LAND UNDER LICENCE NO.19 OF 1993 BY M/S, HLF ENTERPRISES PVT. LTD.

Dear Sir,

With due respect, it is submitted that we have been issued Licence No.19 of 1993 dated 9.7.1993 to set up a residential group housing colony on 18.98 acres of land and CLU to set up hotel, recreational and cultural complex on 4 acres of land vide Memo No.10011 dated 15.9.94 at our "Ambience Island" project tin the revenue estate of Village Nathupur, NH-8, District Gurgaon. Zoning plans of the residential group housing colony and hotel recreational and cultural complex were sanctioned by your office vide Memo No.14510 dated 29.12.1994 and Memo No.394 dated 10.01.1995 respectively. **However, keeping in view the topography and site conditions of the licenced land and your stipulation to obtain a fresh clearance from the drainage department, 18.98 acres of land of residential group housing colony for construction purposes was bifurcated into two phases i.e., Phase-l and Phase-II comprising of 10.98 acres and 8 acres of land respectively. The development and construction of Phase I of the group housing colony is going on in full swing as per plan sanctioned by the competent authority in your esteemed office vide Memo No.8903 dated 6.5.1996.** The above said licence to set up group housing colony and CLU to set up hotel

project have duly been renewed from time to time and are valid as on date.

We further applied in 1995 & 1996 for issuance of additional licence to develop the land owned by our different group companies in "Ambience Island" in Special Zone allowing group housing, commercial, institutional and recreation & entertainment uses.

Schematic layout plan of the said colony was submitted to the department earmarking the total area of "Ambience Island" complex i.e., licenced area of 22.98 acres and area of 106.175 acres applied to be licenced for various purposes allowed in special zone.

This area of 8 acres presently licenced for setting up residential group housing colony is to be developed in Phase II of licence No.19 of 1993 and is adjoining to hotel, recreational and cultural complex, therefore, it shall be more prudent, convenient, practicable and viable to develop a shopping, commercial and recreational complex on this land. Norms of town planning definitely favour such type of blended, balanced and mixed development of the area. Moreover, it is also necessary to develop this 8 acres of land as a shopping, commercial and recreational complex keeping in view the overall perspective and layout of the "Ambience Island" project. It is also significant to submit that the development and construction of Phase-I of residential group housing colony on 10.98 acres of land under Licence No. 19 of 1993 is going on in full swing and it is likely to be habituated very soon. Development of hotel project is also likely to be commenced on as the building plans of the project have already been got sanctioned in July, 2000. In this respect, it is noteworthy that no other development of commercial nature is coming up at present in the Special Zone. Moreover, Special Zone being having all the locational advantages e.g., nearest to Indira Gandhi International Airport, National Capital Region of Delhi and so many posh South Delhi colonies and it being facing lush green farm houses

in village Rajokri and situated immediately on Delhi Haryana border at the outskirts of Delhi or NH-8, must consist of an ultra modern shopping, commercial and recreational complex. It shall serve the purpose of decongesting of the national capital region of Delhi by relocating of the existing and prospective offices of Government, Semi-Govt., Multinational and Private corporations in upcoming Satellite Township of Gurgaon as conceptualise din the NCR Act and Plan. It is also submitted that the international chains of hotel are not comfortable with the development of residential apartment complex on the land immediately adjoining to the land of hotel, recreational and cultural complex and they are insisting us to develop the proposed ultra modern international standard and size of shopping-cum-commercial and office complex on this 8 acres of adjoining land. We, therefore, propose to develop the abovesaid 8 acres of land as a ultra modern shopping and commercial complex comprising of shops, offices, marketing, recreational and entertainment outlets.

Keeping these aspects in mind, we propose to develop an ultra modern shopping, commercial, office and recreational complex on the abovesaid 8 acre of land to have natural blending with the existing CLU for hotel, recreational and cultural complex on 4 acres of land and with this object, we request your goodself:-

1. To delicence the licenced area of 8 acres of Phase II of group housing colony under Licence No.19 of 1993 dated 9.7.1993 and simultaneously to issue licence to set up a commercial colony on this delicenced 8 acres of land. It may please be noted that the delicencing of the land is co-terminus with the issuance of licence to set up the commercial colony on this land as per provisions of Haryana Development & Regulation of Urban Areas Act, 1975. We are filing requisite application in Form LC-I for issuing us the licence to set up and to develop the proposed shopping, commercial and recreational complex/colony on this 8 acres of

land. All other relevant documents/papers/ information as per rules are also submitted alongwith the Form LC-1.

2. To allow us to adjust the proportionate amount of external development charges (EDC) alongwith interest, licence application fee and scrutiny charges already paid by us for the abovesaid 8 acres of land requested to be delicenced being part of the total licenced land of 18.98 acres under Licence No.19 of 1993 towards the amount of EDC, licence application fee and scrutiny charges payable by us for issuance of licence to set up the proposed shopping, commercial and recreational complex/colony on abovesaid 8 acres of land as per prevalent policy of the Government. It is, significant to submit that the department has followed this policy in past in several cases. It is submitted for your ready reference and perusal that we have deposited all installments of external development charges alongwith interest amounting to Rs.806.33 lacs in respect of the total licenced area of 18.98 acres of land under group housing colony including this 8 acres of land now to be delicenced.

3. To allow us to deposit the differential amount of EDC, licence application fee and scrutiny charges on issuance of your in principal approval to our abovesaid request in order to avoid any complication as it is the case of considering the issuance of licence for our already licenced land. We hereby undertake and assure to pay these charges/fee to the Government immediately on demand.

It is also pertinent to mention that for the area of 8 acres proposed to be delicenced and afterwards to be licenced for setting up the proposed shopping, commercial and recreational complex/colony, the defence authorities and irrigation department have already issued their respective No Objection Certificates/clearances which are on record of your department, therefore, for consideration and issuance of abovesaid licence, no further permission/clearance need to be obtained by us either from the defence authorities or from the

irrigation department. However, we shall comply with the conditions/stipulation laid in the above No Objection Certificate/clearance issued by these authorities/department.

We, therefore, request your goodself to get our application for setting up of a commercial colony on 8 acres of land processed by the competent authority in your office at the earliest. We further request that in case your goodself require any further information, detail, explanation, document, undertaking, affidavit and bond etc. in this respect, please do let us know for compliance.

Thanking you,
Yours faithfully,
For HLF ENTERPRISES PVT. LTD.
Sd/-
(RAJ SINGH GEHLOT)
Director
Encl: 1) Form LC-I alongwith requisite documents, certificates, details, informations and explanation for issuance of licence to set up commercial colony on 8 acres of land."

15. The aforesaid application seeking de-licensing was acknowledged and accepted by the DTCP *vide* Memo No. 13948 dated 18th October, 2001 whereby an area admeasuring 8 acres out of the total licensed area of 18.98 acres was formally de-licensed, resulting in the licensed area under License No. 19 of 1993 being curtailed to 10.98 acres, matching with the approved layout plan for the residential colony.

16. The DTCP issued a permission letter dated 16th/18th October, 2001 authorising M/s. HLF Ltd. to

raise a commercial complex over the de-licensed area admeasuring 8 acres in the revenue estate of Village Nathupur, Gurgaon, Haryana. The same came to be published by Endst. No. SDP 2001/13959 dated 18th October, 2001. While respondent Nos. 1 and 2 contend that the permission to construct the commercial complex was granted on 16th October, 2001, prior to the de-licensing order dated 18th October, 2001, the appellants-developers assert that the permission attained the cloak of legality only *vide* notification issued on 18th October, 2001, and not on 16th October, 2001.

17. Shortly thereafter *i.e.*, on 20th October, 2001, respondent No.1-Amitabha Sen and respondent No.2-Dipika Sen, entered into an Apartment Buyers' Agreement with M/s. HLF Ltd. for the purchase of a flat/apartment in Ambience Lagoon.

18. The construction was commenced and part completion certificate was issued by the DTCP on 10th January, 2002 in respect of Ambience Lagoon Housing Project. The DTCP, *vide* Memo No. 2161 dated 31st January, 2002 sanctioned the building plans for construction of a commercial complex over the land area admeasuring 8 acres which had been

de-licensed and re-licensed in October, 2001. It is the case of the appellants-developers that construction of the integrated commercial complex comprising of the Leela Ambience Hotel over 4 acres of land and Ambience Mall/Ambience Commercial Tower-I over 8 acres of land was commenced sometime in the year 2002 and concluded in the year 2007.

19. On 25th March, 2009, appellant No.3-Ambience Developers filed a Deed of Declaration under Section 2 read with Section 11 of the Haryana Apartment Ownership Act, 1983, with respect to land admeasuring 11.83 acres stating that the external roads were specifically excluded from the scope of common areas.

20. The flat owners of Ambience Lagoon formed an association named Ambience Lagoon Apartments Residents Welfare Association. Few members of the ALARWA instituted a Civil Suit No. 27 of 2010[13] under Section 34 of the Specific Relief Act, 1963 before the District Court at Gurgaon, Haryana, seeking a declaration that there were flagrant illegalities and statutory violations in the

[13] Hereinafter, referred to as "2010 civil suit".

development of the Ambience Lagoon Housing Project, arraying the Chief Secretary, Government of Haryana, and others as defendants. Notably, the appellants-developers were not impleaded as party to the said suit at the time of its institution. Subsequently, an application under Order I Rule 10 of the Code of Civil Procedure, 1908 was moved, which came to be allowed by the trial Court *vide* order dated 17th March, 2010, and appellant No.3-Ambience Developers was impleaded as defendant No.9 in the said civil suit. It is pertinent to note that respondent No.1-Amitabha Sen, was representing ALARWA in the said proceedings in the capacity of an advocate.

21. In the meantime, the DTCP, *vide* Memo No. ZP--318/JD(BS)/2010/10894 dated 01st September, 2010, acting on an application dated 9th June, 2010 submitted by appellant No. 3–Ambience Developers, sanctioned the construction of commercial complex on Plot No. 3 admeasuring 5.81 acres, comprised in Khasra Nos. 536 and 526 and forming part of the License Nos. 13 and 14 of 2004, subject to specified terms and conditions.

22. Respondent No. 1-Amitabha Sen and respondent No.2-Dipika Sen, in the capacity of flat owners, approached this Court by way of writ petition under Article 32 of the Constitution of India being Writ Petition (C) No. 338 of 2015 alleging that the appellants-developers had put up constructions in violation of the applicable building laws and without obtaining the requisite sanctions from the concerned authorities. This Court *vide* order dated 8th July, 2015 relegated them to approach the High Court for ventilating their grievances. Pursuant thereto, respondent No. 1-Amitabha Sen and respondent No.2-Dipika Sen,[14] instituted the captioned Civil Writ Petition No. 20330 of 2015 before the High Court of Punjab and Haryana at Chandigarh wherein the following reliefs were sought:-

> "a) Issue Writ, Order or Direction to the Respondents to stop illegal construction of the commercial complex on the land earmarked for the Ambience Lagoon Complex and seal the commercial building forthwith to prevent any further construction thereon; and
> b) Issue Writ, Order or Direction to the Respondent for the demolition, of the illegally constructed commercial complex; and
> c) Order CBI to investigate the illegal usurpation of Land by the Builder in active connivance with the Public Authorities and the Engineers and the Architects; and

[14] Hereinafter, collectively referred to as "writ petitioners".

> d) Issue Writ, Order or Direction to the Respondents to strictly maintain the 35% Ground Floor coverage and the maximum FAR for a Group Housing as stipulated by and under the law for the said Ambience Lagoon Apartment Complex; and
> e) Issue Writ, Order or Direction to the Respondent for handing over the peaceful possession of the land measuring 18.98 acres, including the Ambience Mall to the Petitioners along the other Apartment Owners of the Ambience Lagoon Complex, and
> f) Pass any other order(s) or direction(a) as the Hon'ble Court may deem fit and proper under the facts and circumstances of the case."

23. It is pertinent to mention that ALARWA had also instituted Civil Writ Petition No. 2147 of 2012[15] before the High Court, seeking the following relief:—

> "(i) Issue an appropriate writ, order or direction quashing Memo No.10894 dated 01.09.2010 (Annexure P-11) granting permission to the construction plans of commercial building to respondent No.9 by District Town Planner on behalf of Chairman Building Plan Approval Committee."

24. The appellants-developers raised an objection to the maintainability of Civil Writ Petition No.2147 of 2012 on the ground that a civil suit had already been filed in year 2010 seeking the very same reliefs and was pending before the competent civil Court. In response, the said 2010 civil suit was unconditionally withdrawn and disposed of as such *vide* order dated 16th March, 2015, without any liberty having been

[15] Hereinafter, referred to as "2012 writ petition".

sought or granted to approach any other forum. The said order is reproduced hereinbelow: -

> "Resolution on behalf of Smt. Anita for withdrawing the present suit filed. Heard. Keeping in view the statement dated 12.3.2015, the present suit is hereby dismissed as withdrawn. File be consigned to record room, after due compliance."

25. An application for amendment of Civil Writ Petition No. 2147 of 2012 was filed on 12th February, 2016. The said writ petition ultimately came to be disposed of by Division Bench of the High Court of Punjab and Haryana at Chandigarh *vide* order dated 16th January, 2020 which is very relevant for the present controversy and is reproduced hereinbelow for the sake of ready reference: -

> "Grievance of the petitioner inter alia is that after grant of licence dated July 15, 1993, Annexure P-1 by the Director, there was a declaration to raise a construction of apartments buildings, apartment complex, club building and building for economically weaker sections of the society. There was no mention of any commercial activity to come up. However, vide order dated September 1st, 2010, Annexure P-11, wherein it is mentioned that the Director, Town and Country Planning allowed raising construction of commercial building over the land. This is despite the fact that there is no mention in the licence pursuant to which the builder can be allowed to raise commercial project.
>
> **At the outset, Mr. Mittal, learned State counsel submits that the matter shall be reconsidered by the Director General, Urban Estates, Department of Town and Country Planning within three months and a speaking order shall be passed which shall be duly conveyed to the Petitioner.**

> It is made clear that while reconsidering the issue, order Annexure P-11 shall not stand in the way of the concerned authority.
> Disposed of."
>
> (Emphasis supplied)

26. The Civil Writ Petition No. 20330 of 2015 came to be decided by the High Court *vide* judgment and order dated 10th July, 2020 which is the subject matter of challenge in these appeals. For the sake of ease and convenience, it would be essential to reproduce the relevant extracts from the said judgment: -

> "At the border or Delhi-Gurgaon village Nathupur is situated. Due to increasing shortage of space in Delhi, builders thronged to Gurgaon with various housing projects. Certain builders, including the present one, floated companies to buy land in village Nathupur and other adjacent villages with the avowed purpose of developing housing projects. Apparently, this move was welcomed by the State Government as well. It had in fact already enacted a statute known as Haryana Development and Regulation of Urban Areas Act, 1975 within the framework of which such housing projects could be set-up/developed. This enactment was with a view to regulate the use of land in order to prevent ill-planned and haphazard urbanization in or around the towns and for development of infrastructure.
>
> The builder identified a piece of land measuring 18.93 acres in village Nathupur and submitted an application for establishing a group housing project thereon. The firm HLF Enterprises made an application in form LC-1 under rule 3(1) of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the 1976 Rules). A copy of the application is on record. Surprisingly, perusal thereof shows that builder at

the outset made certain changes/interpolations in the application dated 17.2.1992 itself. The format for the application is provided in rule 3(1) of the 1976 rules. The application was required to be filled in form in LC-1. Clause 2(v) whereof reads as under:-

> *"(v) Layout plan of the colony on a scale of 1 centimetre to 10 metre showing the existing and proposed means of access to the colony, the width of streets, sizes and types of plots, site reserved for open spaces, community buildings and schools with area of each and proposed building lines on the front and sides of plots."*

However, in the application the builder made changes as per his will and submitted an application which was not in the prescribed format. This would be evident by plain reading of the various clauses of the actual application submitted by the builder. Form LC-1 is reproduced hereunder:-

> *"Form LC-I [see rule 3(1)]*
>
> *Registered*
>
> *To*
> *The Director,*
> *Town and Country Planning, Haryana,*
> *Chandigarh.*
>
> *Sir,*
>
> *I/ We beg to apply for grant of licence to set up a residential/ industrial /Commercial colony at _____at tehsil _____and district_____. The requisite particulars are as under:-*
>
> *1. to 10 xxx xxx*
>
> *2. I/We enclose the following documents in triplicate:—*

(i) Copy or copies of all title deeds and/or other documents showing the interest of the applicant in the land under the colony, along with a list of such deeds and/or other documents.
(ii) a copy of the shajra plan showing the location of the colony along with the names of revenue estate, Khasra number of each field and the area of each field.
(iii) A guide map on a scale of not less than 10 centimetres to 1 Kilometre showing the location of the colony in relation to surrounding geographic features to enable the identification of the site.
(iv) A survey map of the land under the colony on a scale of 1 centimetre to 10 metres showing the spot levels at distance of 30 metres and where necessary, contour plans. The survey will also show the boundaries and dimensions of the said land, the location of streets, buildings, and premises within a distance of at least 30 metres of the said land and existing means of access to if from existing roads.
(v) Layout plan of the colony on a scale of 1 centimetre to 10 metres showing the existing and proposed means of access to the colony, the width of streets, sizes and types of plots, sites reserved for open spaces, community buildings and schools with area under each and proposed building lines on the front and sides of plots.
(vi) An explanatory note explaining the salient feature of the proposed colony, in particular the sources of water supply arrangement for disposal and treatment of storm and sullage water and site for disposal & treatment of storm and sullage water.
(vii) Plans showing the cross-sections of the proposed roads showing in particular the width of the proposed carriage ways, cycle tracks and footpaths, green verges,

position of electric poles and of any other works connected with such roads.
(viii) Plans as referred to in clause (vii) above indicating in addition the position of sewers, storm water channels, water supply and other public health services.
(ix) Detailed specifications and designs of road works shown in clause (vii) above and estimated cost thereof.
(x) Detailed specifications and designs of sewerage, storm-water and water supply schemes with estimated cost of each.
(xi) Detailed specification and design for disposal and treatment of storm and sullage water and estimated cost of works.
(xii) Detailed specification and designs for electric supply including street lighting.

3 to 5 xx xx xx
[Amenities

6. I/We solemnly affirm that the particulars given in para 1 above are correct to the best of my/ our knowledge and belief.

Dated :
Place :

Your faithfully

Attested : Oath Commissioner/Magistrate, Ist Class (Name and address)"

It was mandatory for the builder to apply as per the above format, however, in the application submitted by him, many changes were made. Same would be evident from a perusal thereof. Relevant part thereof is being reproduced hereunder:-

"HRY. DEV. & REGULATION OF URBAN AREA RULES, 1976

Form LC-I
[see rule 3 (1)]

To

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

Sir,

We beg to apply for grant of licence to set up a residential colony at Village Nathupur, Distt. Gurgaon, Haryana.

The requisite particulars are as under:-

1 to 6 xxx xxx

7. Details of movable/immovable Property held by the applicant:	*Land admeasuring 23 acres, bearing khasra no.2/2,3,4,5,528,529,530, 531,532,533,535,527 at Village Nathupur, Distt. Gurgaon.*
8.Whether the application had ever been granted permission to set up a colony under any other law, if so, details thereof:	*No.*
9.Whether the applicant has ever established a colony or is establishing a colony and if so, details thereof:	*Not done earlier intends to establish a residential complex (Group Housing on 19 acres. Land out of mentioned above.*

We enclose the following documents in triplicate:—

(i) Copy or copies of all title deeds and/or other documents showing the interest of

the applicant in the land under the proposed colony, along with a list of such deeds and/or other documents.

(ii) a copy of the shajra plan showing the location of the colony along with the names of revenue estate, Khasra number of each field and the area of each field.

(iii) A guide map on a scale of not less than 10 centimetres to 1 Kilometre showing the location of the colony in relation to surrounding geographic features to enable the identification of the site.

(iv) A survey map of the land under the colony on a scale of 1 centimetre to 10 metres showing the spot levels at distance of 30 metres and where necessary, contour plans. The survey will also show the boundaries and dimensions of the said land, the location of streets, buildings, and premises within a distance of at least 30 metres of the said land and proposed building lines on the front and sides of plots.

(v) An explanatory note explaining the salient feature of the proposed colony, in particular the sources of water supply arrangement for disposal and treatment of storm water and sullage water.

(vi) Plans showing the cross-sections of the proposed roads showing in particular width of the proposed carriage ways, cycle tracks and footpaths, green verges, position of electric poles and of any other works connected with such roads.

(vii) Plans as referred to in clause

(viii) above indicating in addition the position of sewers, storm water channels,

water supply and other public health services.

(ix) Detailed specifications and designs of road works shown in clause (vii) above and estimated cost thereof.

(x) Detailed specifications and designs of storm-water and water supply schemes with estimated cost of each.

(xi) Detailed specification and design for disposal and treatment of storm and sullage water and estimated cost of works.

(xii) Detailed specification and designs for electric supply including street lighting."

A comparison of the prescribed format in LC-1 and the application submitted by the builder purportedly in form LC-1 shows that he omitted clause (v) from the application which provides for submission of a lay out plan of the colony on a scale of 1 centimetre to 10 metre showing the existing and proposed means of access to the colony, the width of streets, sizes and types of plots, site reserved for open spaces, community buildings and schools with area of each, besides proposed building lines on the front and sides of plots. He made changes in clause (iv) and omitted the line "….. and existing means of access to it from existing roads" and instead substituted the same by "….proposed building lines on the front and sides of plots." In a clever move he projected as if the application contained all (xii) clauses envisaged by rule 3(1). A careful perusal, however, shows that one para i.e. para 2(v) with regard to lay out plan is missing which was mandatory. Strangely, this application was accepted by the authorities as such and licence was granted. It is inconceivable that concerned authorities failed to notice the stark omissions, interpolations and tampering with the basic document required for purpose of initiation of a project. This is fortified from the fact that during the course of hearing when

we asked the authorities to produce the original record they straightway referred to licence No.19 granted on 9.7.1993 to M/s HLF Enterprises. Para 3(a) thereof reads as under:-

> *"3. Licence is granted subject to the conditions:-*
>
> *(a) That the colony is laid out to conform to the approved layout plan and development works are executed according to the designs and specifications shown in the approved plan accompanying this licence."*

On being asked to refer to the lay out plan stated to be accompanying the licence, the State counsel showed his inability. He sought instructions from the officials of the department, who were present in court, they had no option but to admit that there was no lay-out plan available on record either with the licence or with the application submitted by the builder. It is thus not a matter of chance that in the initial application submitted by the builder that very para was omitted which referred to the lay out plan. It appears, the builder never intended to submit the lay out plan as his intention from the very beginning was just not to establish a housing project but other commercial buildings within the area sanctioned for group housing. We find it difficult to accept that all these clever tactics went unnoticed by the department. On the other hand, it points to their active connivance from the very initiation of the project. Needless to say that this fraudulent exercise had a cascading effect on the project resulting into non-adherence to FAR, lack of open spaces, reduced width of streets and absence of community buildings and schools etc. This was a result of omission of clause 2(v) from the application which was not submitted as per format LC-1 (under rule 3 of the 1976 rules). We are constrained to draw a conclusion that the possibility of builder acting in collusion with the authorities and duping innocent buyers of apartments cannot be ruled out. It appears they were made to sign on

the dotted line in the Builder-Buyer Agreement, oblivious of the probable mischief by the builder in connivance with State officials.

In this context it is apposite to refer to section 3(2) of the 1975 Act which is as below:-

> 3. [(I) xxx xxx
>
> (2) On receipt of the application under sub-section (I), the Director shall, among other things, enquire into the following matters, nameIy:-
>
> (a) title to the land;
> (b) extent and situation of the land;
> (c) capacity to develop a colony
> (d) the layout of a colony
> (e) plan regarding the development works to be executed in a colony; and
> (f) conformity of the development schemes of the colony land to those of the neighbouring areas."

A perusal of the aforesaid section shows that a duty is cast on the Director to enquire into the title of the land, extent and situation thereof, capacity to develop a colony and layout of the colony, plans of the works to be executed in the colony and conformity of the development scheme of the colony land to those of neighbouring areas. It is inexplicable how the Director conducted the enquiry in the absence of the layout plan of the colony which was admittedly not submitted by the builder. Even other related aspects could not have been enquired into as the builder interpolated form LC-1 as per his convenience. Needless to say that this appears to be a result of pre-conceived design and deceit.

A perusal of record further shows that on 6.5.1996, the Director, Town & Country Planning granted approval to erect building on 18.98 acre for group housing scheme in phase I in accordance with the building plan submitted by the builder. On the

basis of this letter the builder issued a brochure in 1998 promising following amenities to the buyers:-

> ***"Amenities and Facilities***
>
> *24 hour water supply with 100% power back-up. Round-the-clock 3 Tier Security System with CCTVs and intercom. Cables, internet and Telephone wiring. One live telephone line with connection in every apartment. Club House with recreational facilities including indoor Badminton, Squash & TT courts, Gym, Billiard Room & Swimming Pool. Recreation space even for drivers. High speed elevators. Multi-level covered parking. More than 80% area reserved for open and community services. Total landscape surrounded by water falls, fountains and lagoons. Fully developed water body/channel for recreational facilities and recycling of water. Hassle-free property management services. Optimum space utilisation."*

Prominent amongst the above promises made to the buyers was that 80% areas shall be reserved for open and community services out of 18.98 acres. It is pertinent to point out here that it is the requirement of rule 4 of 1976 rules as well. As per said rule 45% area is otherwise required to be kept as open area for roads, schools, community buildings etc. Same is reproduced as under:-

> ***"4. Percentage of area under roads, open space etc. in layout plans [Sections 3(3) 4 and 24]—****(1) In the layout plan of a colony, other than an industrial colony [or low-density-eco friendly colony], the land reserved for roads, open spaces, schools, public and community buildings and other common uses shall not be less than forty five percent of the gross area of the land under the colony;*

Provided that the Director may reduce [after recording reasons therefor] this percentage to a figure not below thirty-five where in his opinion the planning requirements and the size of the colony so justify."

However, things did not stop here as suddenly an application came forth from builder seeking delicensing of 8 acres of land out of 18.98 acres with further permission for erection of commercial complex thereon. Ignoring all statutory provisions and throwing caution to winds, the authorities acted more promptly than expected. The order granting permission on 8 acres of land to establish a commercial complex out of 18.98 acres was passed on 16.10.2001 while the order to delicense the same area was passed on 18.10.2001 i.e. two days before the order of delicensing, showing a preconceived plan for a commercial complex to be raised within the area licenced for residential complex. This led to a situation that almost every statutory provision contained in the Act and the Rules was violated resulting in a cascading effect compromising open spaces, roads, parks, community buildings and schools etc.

At this juncture the State counsel was asked to refer to the provisions under which the order of delicensing was passed by the authorities. He, however, candidly admitted that there was no such provision in the Act. He tried to justify this act by referring to clause 21 of the General Clauses Act that power to grant a licence also contains implied power to delicense as well. We, however, find the argument bereft of any merit or logic. The Act contains a specific provision for cancellation of licence in case the builder fails to comply with specific conditions of licence. If any such situation had arisen the only option with the authorities was to have invoked powers under section 8 of the Act and cancel the licence. In this context the term 'delicensing' is a misnomer. Besides, provisions of the statute have to be strictly interpreted as they exist. Reference to clause 21 of General Clauses Act

is only an *ex post facto* justification and an after-thought. Law is settled on the point that State affidavit/plea cannot augment or add to the orders passed by the authority. The reasons, if any, have to be contained in the order itself as same would only be subject to judicial review. No authority by adopting a circuitous route can circumvent the settled legal position.

This court finds equally absurd the stand of the State as spelt out in response to information sought under RTI (supplied vide memo No.RTI-648/613 dated 15.1.2010) by the office of Director, Town & Country Planning, Annexure P-43, same reads as under:-

> *"Since the Director is empowered under the Act to grant a license and undertake regulatory functions for development of a colony, it is an implied function of the Director to allow an exit route to a developer who is not interested to pursue the development of a project and wishes to withdraw from its obligations. The Director after ensuring that no public interest is harmed, allow such withdrawal after forfeiture of scrutiny fees, licence fees, conversion charges etc. Though at times the same land can be again considered or g rant of separate licence. The entire process of grant of licence or change of project is at times referred as* ***"delicencing" though such item does not exist in the Act/Rules****."*

The aforesaid stand of the Department which aims to provide exit plan to the builder by delicencing part of the housing project (8.0 acre) out of total 18.98 acres for establishing commercial complex is clearly in derogation to the object of the 1975 Act. Such a plea is preposterous in view of provisions of Section 8 which confer enough power on the State to deal with a situation in which a builder is unwilling to complete the project as sanctioned.

It is noteworthy that in the reply dated 15.1.2010, Annexure P-43, the State has clearly admitted that no item such as 'delicencing' exists in the Act/Rules. Thus, origin of power, if any, can be traced to Section 8, which, however, does not deal with delicencing. It contemplates only cancellation of licence and obligations of the Director, Town & Country Planning, thereafter.

There is no dispute about the fact that the provisions of Haryana Apartments Ownership Act, 1983 are also attracted to a group housing project sanctioned under 1975 Act. This finds mentioned in clause 27 of the Builder-Buyer Agreement as well. As per section 6(1) and (2) thereof, the undivided interest of each apartment owner in the common area would be in the percentage expressed in the Deed of Declaration. The percentage of undivided interest of each apartment owner as expressed in the Deed of Declaration has to have a permanent character and cannot be altered without consent of the apartment owners expressed in an amended declaration duly executed and registered as provided. By resorting to delicencing and sanction of the commercial project the authorities completely ignored the vested right of the apartment owners and acted in flagrant violation of section 6 (1) and (2) of 1983 Act. Section 6(1) and (2) read as under:-

> *"**6. Common areas and facilities**-*
> *(1) Each apartment owner shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the declaration. Such percentage shall be computed by taking as a basis the value of the apartments in relation to the value of the property; and such percentage shall reflect the limited common areas and facilities.*
>
> *(2) The percentage of the undivided interest of each apartment owner in the common areas and facilities as expressed in the declaration shall have a permanent*

character and shall not be altered without the consent of all of the apartment owners and expressed in an amended declaration duly executed and registered as provided in this Act. The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instrument."

This apart as per section 2 of the 1983 Act, the builder had to submit a Deed of Declaration within 90 days of being granted part completion under the rules framed under 1975 Act and in case of failure to do so, penalties as provided under section 24-A would be attracted. The said section lays down that builder who does not file Deed of Declaration within the period specified under section 2 would be punished with imprisonment which may extend to three years and also fine of not less than Rs.50,000/- and Rs.10,000/- for each day of continuing offence. From the record it is evident that part completion certificate was granted to the builder vide memo no.5DB-2002/927 dated 10.01.2002 under rule 16 of 1976 Rules. However, Deed of Declaration was submitted by the builder on 25.3.2009. It is inexplicable as to why authorities did not resort to the provisions of Section 24-A of the 1983 Act forthwith on expiry of the prescribed period which would be considered as date of offence under section 24-A of the Act. Said provision leaves no room for doubt that failure to submit the Deed of Declaration within the period prescribed attracts a penalty of Rs.50,000/- straight-way whereafter it is considered a continuing offence inviting a penalty of 10,000/- per day.

The conclusion is inescapable that the submission of Deed of Declaration was intentionally delayed for so many years as there appears to be dishonest intention of the builder from the very

inception of project to dupe the buyers by raising a commercial complex within the space sanctioned for group housing project. The design to develop a commercial complex was never divulged either by the builder or State authorities to the innocent buyers at any stage. An ambiguous term was used in the Builder-Buyer agreement that 8.0 acre was reserved for "future development". It is beyond comprehension how builder himself could reserve a part of the area (8.0 acres) out of 18.98 acres for future development. The builder acted in a manner as if he was not governed by any Enactment/Rules. In view of same, the reliance placed by the counsel for the builders repeatedly on Builder-Buyer agreement is absurd. An agreement between parties cannot override the law lay down to regulate urbanization and to prevent ill-planned and haphazard development.

As regards delicencing of an area of 3.9 acres vide order dated 1.9.2010 this court does not intend to give any finding on the same, it being subject matter of CWP No.2147 of 2012 wherein the matter is pending before the concerned authority. The petitioners, in the instant petition, however, maintained that they were left with 7.9 acres out of 18.93 acres meant for housing project.

The probability of connivance between the builder and the Department cannot be ruled out in view of delicencing of area meant for residential purposes and allocating the same to commercial projects. Entire sequence of events points to a prior meeting of minds between the builder and the officials who dealt with the matter. Apart from above, the fact that there has been undue enrichment of the builder perhaps with the active involvement of the State officials, cannot be ignored by this Court. Such enrichment is not just in violation of various enactments but also a loss to public exchequer at the cost of general public, the apartment buyers in particular. However, this aspect needs to be investigated by an expert agency.

The entire record leaves no room for doubt that various authorities, builders and probably some facilitators got unnatural gains with impunity making the entire scheme contained in Acts and Rules with respect to setting up a group housing project a mockery. Unjust enrichment has been defined by the Courts as retention of benefit by one to the loss of another or retention of money or property of another against the fundamental principles of justice, equity and good conscience. A person is enriched if he has received a benefit and is unjustly enriched if retention of benefit would be illegal. Such enrichment occurs if he has retained money for benefits which actually belonged to another ***(See Indian Council for Enviro-Legal Action v. Union of India, (2011)8 SCC 161).***

As regards the action of the authorities in "delicensing" area meant for housing project, the same can be termed as nothing but a colourable exercise of power. It is settled position that when a custodian of power is influenced in its exercise by considerations outside those for promotion of which the power is vested, such exercise amounts to colourable exercise of power ***(see State of Punjab v. Gurdial Singh, (1980)2 SCC 471).*** It is settled proposition of law that fraud on power vitiates the State action. If State seeks to do some action indirectly though it has no power to do it directly, such action cannot be sustained. In other words, fraud vitiates all actions ***(see Uddar Gagan Properties Ltd. v Sant Singh, (2016)11 SCC 378).***

In ***Kerala State Coastal Zone Management Authority Vs State of Kerala Maradu Municipality & Ors., (2019)7 SCC 248,*** setting up of a resort was challenged as the same was set up within 200 meters of the High Tide Line, construction activities whereof are strictly restricted under the provisions of Coastal Regulations Zones. Permission from Kerala State Coastal Zone Management Authority was not sought. The resort was set up on the basis of permission granted by local Panchayat. Kerala High Court found the action

illegal and directed demolition of the resort. It rejected the argument that resort would promote tourism in Kerala and it had immense potential for creation of jobs. It held that notification issued under the Environment Protection Act was meant to protect the environment and bring about sustainable development. It held that the law of the land was meant to be obeyed and enforced. The *fait accompli* of the construction made in teeth of notification was unsustainable. Hon'ble Supreme Court upheld the view of the Kerala High Court.

In the case in hand, no justification whatsoever is forthcoming for delicensing of part of the area meant for housing project for commercial purpose and a huge mall (Ambience Mall) having been allowed to be raised thereon. We are, thus, faced with a similar situation as in Kerala case (supra) due to flagrant violation of provisions of 1975 Act which are meant to prevent ill-planned and haphazard urbanization in or around towns.

In ***Rameshwar & Ors Vs State of Haryana & Ors (2018)6 SCC 215***, Hon'ble Supreme Court found that State sought to acquire land issuing notification by the process contemplated under Land Acquisition Act. Certain private builders, however, purchased the land from land owners at higher price post issuance of notification and thereafter State denotified the same. It is thus observed that this action led to unjust enrichment of individuals and revealed unholy nexus between the builder and the State authorities. It found that where power is conferred to achieve a particular purpose, same has to be exercised reasonably and in good faith. Where power is exercised for extraneous or irrelevant considerations, it would unquestionably be a colourable exercise of power. It further held that State had enabled the builder to enter the field after initiation of acquisition to seek colonization of the land covered by acquisition defeating the objective for which the land was acquired. The Supreme Court thus declared the action of State illegal and also ordered CBI investigation into the matter.

It would be relevant to reproduce the order of Hon'ble Supreme Court passed while disposing of Writ Petition (Civil) No.338 of 2015 on 8.7.2015 filed by the instant petitioners, which is as below:-

> *"Upon hearing the learned counsel for the petitioners and upon perusal of the papers, we find that the main allegation, along with other allegations, in the petition is that the respondent-Builder has put up construction in violation of the Building Bye-laws and without having proper sanction from the concerned authority.*
>
> *In the aforesaid circumstances, it would be proper if the petitioners ventilate their grievance before the High Court. If the petitioners approach the High Court, the High Court will do the needful to prevent the construction activities if the same are in violation of the Building Bye-laws or if the construction is being put up without getting building plans sanction.*
>
> *We are sure that if the High Court finds that the irregularities are committed, the same will be looked into quite seriously and shall take appropriate action against all persons including the builders and erring officers as soon as possible.*
>
> *With the above directions, the writ petition stands disposed of."*

Though irregularities, as pointed out above, at the time of initial submission of application sans the layout plan and drastic changes made in the format by the builder, it cannot be disputed that the original idea was to set up group housing complex on entire 18.93 acres. The court thus feels that the rights of the residents of the housing project need to be preserved. The court cannot countenance blatant violation of statutory provisions and erection of buildings,

particularly commercial in nature, conceived by a builder for unjust enrichment, at the cost of general public. It cannot turn a blind eye to such illegal actions and possible collusion between private builder and State authorities. The interpolations and/or tampering with the application form and record is, however, a matter of investigation. We thus have no option but to hold that the order delicencing part of residential area for commercial purpose is without authority of law and needs to be quashed. As regards, the illegal actions and offence, if any, made out, and possible collusion between the builder and State authorities, a separate investigation is necessary by an independent agency.

> We thus hold as under:-
> (a) Delicensing orders dated 18.10.2001 (Annexure P-9), orders granting license/permission vide order dated 16.10.2001 (Annexure P-10) and dated 01.09.2010 (Annexure P-13) passed after submission of Deed of Declaration on 25.03.2009 (Annexure P-8) are hereby quashed;
> (b) In view of our findings in the foregoing paragraph, the State shall take necessary consequential steps forthwith;
> (c) In view of the fact that the responsibility has to be fixed it is further directed that the Central Bureau of Investigation would investigate the entire issue after registering a formal FIR by a team of Officers to be chosen by the Director, CBI within six weeks from today. An effort shall be made to complete the entire investigation within six months and a status report be submitted in sealed cover within three months.

The original record of HUDA be retained in the safe custody of Registrar (Judicial). CBI shall be at liberty to move an application for obtaining the record after it begins its proceedings."

27. Hence, these appeals have been instituted challenging the above judgment.

28. It is relevant to mention here that pursuant to the order dated 16th January, 2020, the DTCP passed a detailed order dated 5th August, 2021 whereby, the action of de-licensing and grant of permission for construction of the disputed commercial project over 8 acres of land and the commercial and office complex on 5.81 acres of land have been found to be within the four corners of law. The said order is reproduced hereinbelow for ready reference:-

> "11. On the basis of the orders of Hon'ble High Court and hearing granted to the petitioners alongwith the developer company the following three issues have emerged:-
>
> > A. Whether, the impugned orders dated 01.09.2010 with regard to approval of building plan is against the provision of licence no. 19 of 1993.
> > B. Whether, the impugned orders are against the deed of declaration.
> > C. Whether, the area of licence no. 19 of 1993 was reduced by 3.9 acres on account of impugned orders dated 01.09.2010.
> > D. Whether, the De-licensing of 8.00 acres land forming part of licence no. 19 of 1993 was permissible.
> > E. Whether, the Deed of Declaration filed by the licencee is in order.

12. I have heard the petitioner as well as the licencee company and gone through the relevant record. The findings/decision is as under:-

A. Whether, the impugned orders dated 01.09.2020 with regard to approval of building plan is against the provision of licence no. 19 of 1993.

a. The main contention in the writ petition was that commercial building was being constructed and the licence was not granted for commercial purpose, directly against licence no. 19 of 1993 granted by the Department. It has also been alleged that the commercial building has become property of apartment owners who have purchased the apartment in the residential colony by virtue of Haryana Apartment Ownership Act, 1983. The reference made in the petitioner is with regard to commercial plot no. 3 of the integrated colony measuring 132.06 acres for which building plans were approved on 01.09.2010.

b. Licence no. 19 of 1993 dated 09.07.1993 was(*sic*) granted to HLF Enterprises Pvt. Ltd. Seeting up of group housing colony over an area measuring 18.98 acres under the provision of section 3 of Act of 1975. The Khasra no. of licence no. 19 of 1993 were 527, 528, 529, 530, 531, 532,533, 534,535, 2/2/1 and 3 min north. The building plans were approved on 06.05.1996 for an area of 18.98 acres. An area measuring 8 acres (phase-II) was reserved for further expansion.

c. The occupation certificate was granted for building blocks A to M, basement and club to group housing under licence no. 19 of 1993 on 31.12.2001 and thereafter, part completion certificate under Rule 16 of Rules of 1976 was granted on 10.01.2002.

d. The area measuring 8 acres reserved for further expansion was de-licenced and re-licenced by granted of licence for setting up of commercial colony on 16.10.2001. The de-licensing and re-licensing was done with the approval of Government in reference to the legal opinion of Law & Legislative Department which is reproduced as under: -

> "…. Power to grant licence also included power to withdraw or refuse withdrawal. It is, however, made clear that the authority would have been within its right to refuse withdrawal of the original licence or even grant of fresh licence. However, there is nothing in the Act debarring the authority for issuing a fresh licence after allowing withdrawal of original licence….."

e. The licence no. 8 of 2001 and orders of de-licensing were issued on 18.10.2001. The Khasra nos, of licence no. 08 of 2001 are 527min, 528, 529 south west min, 530 min, 531 min, 534 min. The Khasra no. of licence no.19 of 1993 for an area measuring 10.98 acres after de-licensing are 529 min, 531 min, 532, 533, 534 min, 535, 2/2/1 and 3min norther.

f. Subsequently, licence no. 12 of 2002 was granted to develop commercial colony for an area measuring 4 acres on 05.06.2002.

g. Thereafter, licence no. 1 & 2 of 2004 for an area measuring 0.317 acres and 0.05625 acres respectively were granted on 08.01.2004. Thereafter, licence no. 3 of 2004 for 0.985 acres was granted on 14.01.2004 and then licence no. 13 to 18 of 2004 was granted for 106.17 acres on 05.02.2004 and licence no. 23 of 2004 dated 11.02.2004 was granted for area measuring 10.552 acres.

h. The khasra no. of licence no. 13 of 2004 are **536**, 537, 538,541, 543, 544, 562, 563, 564, 539, 540, 542, 545, 546, 561 and khasra no. of licence no. 14 of 2004 are 577, 578, 579, 580, 582, 583, 584, 585, 586, 587, 588, 589, 433, 435, 448, 449, 450, **526**.

i. After the grant of the above mentioned licenses zoning plan of integrated group housing/commercial colony namely Ambience Island measuring 132.06 acres including licence no. 19 of 1993 and subsequent licences was issued on 09.11.2004, wherein an area measuring 79.10 acres under the use of residential group housing and 52.965 acres for commercial purpose were allowed.

j. A master layout plan for the integrated colony over an area measuring 132.065 acres was also approved. For proper identification of the land of integrated colony, the entire 'Ambience Island' 1322.06 acres was divided by the colonizer into 29 plots for residential, commercial and institutional purposes as per approved Master Layout Plan on 01.03.2005. As per the Master layout Plan, Lagoon Residential Apartment Complex was assigned Plot no. 29, whereas, the area for which building plans were approved on 01.09.2010 for commercial purpose was assigned plot no. 3 having area 23500 Sq. mtr (5.807 acres).

k. Occupation Certificate for two towers Block BI & CI was granted on 02.03.2005.

l. The plot no. 3 is not part of the licensed area of licence no. 19 of 1993 granted to develop a group housing colony over an area measuring 18.98 acres. The plot no. 3 has been constructed on part of khasra no. **536** and **526** of village Nathupur, District Gurugram. From the perusal of the land schedule of licence no. 13 of 2004 and licence no. 14 of 2004, it is revealed that khasra no. **536** is part of licence no. 13 of 2004 and khasra no. **526** is part of licence no. 14 of 2004. **Hence, the plot no. 3 is not constructed over the land forming part of licence no. 19 of 1993.**

m. The Hon'ble High Court of Punjab and Haryana has quashed the approval of building plans as approved on 01.09.2010 vide orders dated 10.07.2020 passed in CWP No. 20330 of 2015. The Department has already filed SLP No. 14797 of 2020 for challenging the orders of the Hon'ble High Court. The Hon'ble Apex Court vide orders dated 08.310.2020 in SLP No.11480 of 2020 filed by the licencee company has ordered that no coercive steps be taken by any of the authorities.

Accordingly, I do not find any merit for quashing approval of building plan approved vide memo dated 01.09.2010 (P-11) as the same is not part the licence no. 19 of 1993 granted for area measuring 18.98 acres.

The building plans cannot be restored after the approval of same have been quashed by Hon'ble

High Court vide orders dated 10.07.2020 passed in CWP No. 20330 of 2015.

B. Whether, Deed Declaration filed by the licensee is in order.

a) Haryana Apartment Ownership Act, 1983 was enacted to provide for the ownership of an individual apartment in a building and to make such apartment heritable and transferable property and matters connected therewith. As per the provisions of section 2 of Act of 1983, DOD is required to be filed within a period of 90 days from the dame of grant of occupation certificate/part completion certificate/completion certificate. The provision of section 2 are reproduced are as under:-

> "The provisions of this Act shall apply to every apartment lawfully constructed for residential purposes, integrated commercial complexs, flatted factories, Information Technology Industrial Unit, Cyber Park and Cyber City for the purpose of transfer of ownership of an individual apartment in a building whether constructed before or after the commencement of this Act. In case of licenses issued under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), the owner of such property/building shall duly execute and get registered a declaration within a period of ninety days after obtaining part completion/completion certificate under the rules framed under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975), or occupation certificate under the rules framed under the Punjab Scheduled Roads and Controlled Areas Restricted of Unregulated Development Act, 1963 (41 of 1963), whichever is earlier, in case of property/building falling in the area developed by the Haryana Urban Development Authority, the owner of such property/building shall duly execute and get registered a declaration within a period of ninety days after

> obtaining occupation certificate of the building under regulations framed under the Haryana Urban Development Authority Act 1977 (13 of 1977). In case of property/building where the owner has already obtained part completion/completion certificate or occupation certificate under the rules and regulations framed under the said Acts, the period of ninety days shall take effect from the commencement of this Act."

b) DOD is required to be filed for building containing 5 or more apartments and the definition of building is reproduced as under:-

> "building" means a building containing five or more apartments or two or more buildings, each containing two or more apartments, with a total of five or more apartments for all such buildings and comprising a part of the property;

c) The "common areas and facilities" unless otherwise provided in the declaration or lawful amendments thereto have been defined in section 3(f) of Act of 1983. Since, DOD has been filed in the present case, therefore, common areas and facilities shall be considered as per DOD.

d) The DOD has been examined in reference to the provisions of the Act of 1983. It has been observed that the DOD has been filed on 25.03.2009 for an area measuring 11.83 acres having khasra Nos. 529 South West, 530, 531, 532, 533, 534, 535, 2/2/1 under licence no.19 of 1993, whereas, actually the Lagoon Residential Complex extends beyond the boundary of licence no. 19 of 1993.

e) It has also been mentioned in the DOD that the Lagoon Residential Complex is part of the integrated township, Ambience Island being developed on 132.065 Acres. The details of khasra nos. mentioned in the DOD are of licence no. 19 of 1993 and licence no. mentioned in the DOD is also licence no.19 of 1993.

f) The area of 11.83 acres mentioned in the DOD is in accordance with the FAR consumed and as per

the as built drawings. The perusal of the Shajra plan of the area of the as built drawing super imposed on the Shajra plan reveals that part of the said land forms part of Khasra no. **536 min**, which has not been mentioned in the DOD.

g) As per Section 13 of Act of 1983, the DOD is required to be registered by Sub-Registrar under the Indian Registration Act, 1908. In the present case, the DOD has been registered by Sub-Registrar, Gurugram.

h) Since, the licence no. 19 of 1983 has become part of integrated township having an area of 132.065 acres and the integrated layout plan was also issued on 01.03.2005, therefore, the licence nos. of all the licences forming part of 132.065 acres should have been mentioned in the DOD and also the revenue details for the area for which DOD was filed. Therefore, the mentioning of licence no. 19 of 1993 only with its land schedule is not correct and thus requires amendment.

Accordingly, the licensee is directed to file amendment DOD by rectifying the revenue particulars and license no. by including additional licenses on which the constructed has been raised beyond the licensed area forming part of licence no. 19 of 1993.

Apart from the above, it was observed that Ambience Developers and Infrastructure Pvt. Ltd. had filed the DOD on 25.03.2009 with a substantial delay. The notice for taking penal action against the licensee was issued on 06.11.2020. In reference to the notice, the licensee made representation viz-a-viz legal provisions and requested for hearing before taking penal action. The request of the licensee has been accepted and hearing has been granted on 13.04.2021. The subsequent action after issuance of notice shall be taken after hearing the licensee company.

C. Whether, the impugned orders are against the Deed of Declaration.

DOD is required was filed for an area measuring 11.83 acres for the group housing colony. As deliberated in part 10-A above, the land forming part of plot no.3 is separate from the land of licence no.19 of 1993. Hence, impugned orders with regard to

approval of building plans of plot no. 3 area not related the DOD filed for Lagoon Residential Complex.

D. Whether, the area of licence no. 19 of 1993 was reduced by 3.9 acres on account of impugned orders dated 01.09.2010.

The DOD was filed for an area measuring 11.83 acres and the petitioner has worked out the reduced area measuring 3.9 acres by excluding the area under fencing measuring 7.96 acres from 11.83 acres. The petitioner has not referred to the actual area of plot no.3, which is 5.807 acres. As deliberated in para 12-A above, the land forming part of plot no. 3 is separate from the land of licence no. 19 of 1993. **Hence, the area of licence no.19 of 1993 was not reduced by 3.9 acres on account of impugned orders dated 01.09.2010.**

E. Whether, the De-licensing of 8.00 acres land forming part of licence no. 19 of 1993 was permissible.

a) The licence no. 19 of 1993 was granted to develop group housing colony over an area measuring 18.98 acres. The building plans of the group housing colony was approved on 06.05.1996 and 8.00 acres of land was reserved for future expansion as phase-II. However, subsequently a request was submitted by the licensee wherein be requested to de-license 8.0 acre land from the already granted license and to re-licence the same for setting up of commercial colony.

b) The matter was examined and on the basis of earlier advice of Law and Legislative Department, Haryana, the request was considered. This advice is in consonance with Clause 21 of the General Clauses Act, 1897. The above advice of Law and Legislative Department of the State was categorically mentioned which processing the case of 8.00 acres of Group Housing land for de-licensing and for re-licensing the same land for commercial complex which was permissible activity in the special zone earmarked in the Final Development Plan prevailing at that time.

c) In order to make explicit provision in the law, amendment has been carried out by the State Legislature by inserting Sub-Section (3A) in Section

3 of Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as 'Act of 1975') which is effective from 30th January 1975 and notification in this regard has been issued on 14.09.2020. The inserted provision in the Act of 1975 is as under-

> (3A) "Where, by virtue of any section of this Act, power to grant any license or issue any notification, order, rule or direction is conferred, then that power shall include power exercisable in like manner and subject to terms and conditions, as may be prescribed, to add to, amend, vary, suspend, withdraw or rescind such licence or such notification, order, rule or direction or to de-licence".

d) The Statement of Objects and Reasons before enactment of the inserted provision as appended to the Bill passed by the State Legislature duly clarifies that the Bill was proposed primarily to make express statutory provisions to clarify certain provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 by drawing upon the land down law in provision of Section-21 of the General Clauses Act, 1897 and Section-20 of the Punjab General Clauses Act, 1956 and to validate various actions taken and being taken by the Department as a consequence which would have the effect of reconciling the conflicting judicial pronouncements on the issue. **Hence, no ambiguity w.r.t. de-licensing remains as on with regard to de-licensing of 8.00 acres land forming part of licence no. 19of 1993.**

11. The matter is decided with the directions given in the para 10-B above. These orders are appealable under section 19 of Haryana Development and Regulations of Urban Areas Act, 1975.

Final orders reserved on 19.10.2020 are pronounced today. To be communicated to the all concerned."

(Emphasis Supplied)

29. The aforesaid order was challenged before the High Court in Civil Writ Petition No. 4573 of 2022, which was disposed of as withdrawn on 9th March, 2022 with liberty to exhaust the statutory remedy under Section 19 of the Haryana Development and Regulation of Urban Areas Act, 1975[16], pursuant where to Appeal No. 19 of 2022 was filed and stands rejected *vide* order dated 24th October, 2024 on the ground of non-maintainability and lacking in merit. The said order is under challenge in Civil Writ Petition No. 6047 of 2025, pending consideration before the High Court of Punjab and Haryana at Chandigarh.

II. ARGUMENTS ON BEHALF OF APPELLANTS

30. Shri Abhishek Manu Singhvi, and Shri Mukul Rohatgi learned senior counsel, representing the appellants-developers, vehemently and fervently contended that the High Court has fallen in grave error in entertaining the Civil Writ Petition No. 20330 of 2015 which was filed after long and unexplained delay of more than 10 years for oblique purposes and mala fide motives. It was submitted that the flat owners' association *i.e.,* ALARWA had earlier

[16] Hereinafter, referred to as "1975 Act".

instituted Civil Writ Petition No. 2147 of 2012 seeking almost identical reliefs, which came to be disposed of by the High Court *vide* order dated 16th January, 2020. The impugned judgment, however, completely glosses over the earlier order, thereby rendering the High Court's approach self-contradictory. Furthermore, the High Court erred in entertaining a highly belated writ petition involving gravely disputed questions of fact, at the instance of the writ petitioners who are well versed in law, respondent No.1-Amitabha Sen being a practising Advocate. In rendering the impugned decision, the High Court misread the documentary record and misconstrued the material facts.

31. It was submitted that in the original application dated 17th February, 1992, filed by M/s. HLF Ltd., a generic reference was made that the residential colony would be built on 18.98 acres of land. However, the appellants-developers, at the very inception, intended to bring up the Ambience Lagoon Housing Project on 10.98 acres of land only. The approved layout plan for the Ambience Lagoon Housing Project clearly portrayed that it would be set up on 10.98 acres of land only. The entire thrust of

the High Court's decision that the area of 8 acres, de-licensed *vide* order dated 18th October, 2001 was also meant for Ambience Lagoon Housing Project, is patently erroneous and contrary to record. It was urged that the burden was on the writ petitioners before the High Court to establish by unimpeachable material that the entire 18.98 acres of land was meant for the residential colony. The finding recorded by the High Court that no layout plan was filed at the time of submission of the permission to construct is also erroneous and contrary to record. The approved layout plan dated 24th July, 1995 was available right from the inception and a copy thereof had been submitted on record by the appellants-developers with their reply to the captioned Civil Writ Petition No. 20330 of 2015. Attention of this Court in this regard was drawn to paragraph Nos. 5 and 6 of the said reply, which reads as below: -

> "5. That after having obtained the license no. 19/1993 for the development of group housing colony, the Respondent No.3 in 1994-95 decided to develop group housing colony on 10.98 acres of land, in the first phase and accordingly submitted an application for sanction on building plan for development of group housing colony only on 10.98 acres of land. The balance 8 acres of land was reserved by Respondent No.3 for further development. The land admeasuring 10.98 acres and 8 acres were clearly bifurcated, identified and

demarcated not only on paper but also at site. **Copy of the said plan showing 3 parcels of land i.e. 10.98 acres, 8 acres and 4 acres is annexed herewith and marked as Annexure 'R-3/6'**.

6. That under the sanctioned plan, the Respondent No.3 were to provide 24 mtrs wide access road from NH-8. The area of land utilized for the said access road came to 4.20 acres. The group housing colony along with internal roads, EWS apartments, school and sewage treatment were to be developed on the balance 6.78 acres of land. **The hatched plan showing separate areas of the access road of 24 mtrs. and other components and group housing complex is annexed herewith and marked as Annexure 'R-3/7'**. As per norms of Town and Country Planning, 15% of the area was left for greens."

32. It was vehemently and fervently urged that the duly approved layout plan clearly indicated that the residential colony would be constructed only on 10.98 acres of land.

33. Shri Abhishek Manu Singhvi, learned senior counsel, while drawing attention of the Court to Apartment Buyers' Agreement dated 20th October, 2001 executed between M/s. HLF Ltd. and the writ petitioners (respondent No. 1-Amitabha Sen and respondent No.2-Dipika Sen), submitted that the said agreement expressly mentioned the appellants-developers' intention to develop the Lagoon Residential Apartments Complex over an area admeasuring 10.98 acres out of the total licensed

land of 18.98 acres in Phase-I, and that the building plans for the said Phase-I development had been duly sanctioned and approved by the competent authority in the office of the DTCP. On this basis, it was contended that the writ petitioners were, from the very beginning, fully aware of the scope of the licensed development and the phased manner in which the project was to be executed, thereby repelling the aspersions of fraud, concealment or illegality levelled in the writ petition in relation to the construction of the subject housing project. There was no averment in the writ petition that the builder promised in the Apartment Buyers' Agreement that the housing project would be developed over an area of more than 10.98 acres of land.

34. Learned senior counsel Shri Singhvi and Shri Rohatgi strenuously contended that there was no violation of the applicable building bye-laws in the construction of the residential colony. They asserted that the stipulated requirement of maintaining 80% open spaces, public amenities and green areas had been duly complied with, within the 10.98 acres of land earmarked for the residential colony and the development is completely in conformity with the

project brochure, and the approved layout plan. They urged that the High Court's conclusion to the contrary, is unreasonable, arbitrary and against the material on record.

35. It was further contended that the construction of the Ambience Mall/Ambience Corporate Office Tower-I over 8 acres of land and the Leela Ambience Hotel over 4 acres of land, which together comprise the integrated commercial complex on Plot No. 1, commenced in the year 2002 and was completed by 2007. The writ petitioners and other flat owners were well aware of the said construction activities undertaken throughout this period of five years. Yet they chose to remain silent for this long period and it was only in the year 2010 that the construction of the commercial complex was challenged for the first time, by way of a civil suit, which was subsequently dismissed as withdrawn. Civil Writ Petition No. 2147 of 2012, filed by ALARWA, raising similar concerns culminated in a direction by the High Court noting that the issues relating to the alleged violations in construction of the projects would have to be examined by the DTCP. Pursuant to such direction, the DTCP, after due consideration of material

available on record, has passed a detailed reasoned order dated 5th August, 2021, expressly ruling out the concerns of illegality or violations in the impugned actions of the developer.

36. Moreover, the writ petition giving rise to the present appeals suffers from gross delay as the same was instituted in the year 2015. Notably, respondent No.1-Amitabha Sen had earlier represented ALARWA in Civil Suit No. 27 of 2010 as its Advocate and hence the successive institution of proceedings by the same set of interested flat owners, choosing different forums at varying points of time, clearly demonstrates an intentional attempt at covering up for the delayed action and indulging in forum shopping, with the collateral objective of exerting pressure upon the appellants-developers for extraneous and oblique motives. It was contended that such repeated invocation of jurisdictions demonstrates a calculated attempt to re-agitate settled issues and to pursue couched personal agenda under the guise of public interest litigation.

37. It was further contended that there was no element of illegality or criminality in the procedure followed by the appellants-developers or the planning

authority and thus the High Court committed manifest error in directing the Central Bureau of Investigation[17] to straightaway register an FIR. The said direction is in teeth of settled jurisprudential principles. The impugned judgment rests purely on conjectures and surmises, bereft of any credible or tangible basis justifying such a drastic direction.

38. They referred to the chargesheet dated 29th December, 2023 filed by the CBI in the Court of Chief Judicial Magistrate, Panchkula and urged that after thorough investigation, the agency found no criminality in grant of the original license; did not support the alleged absence of layout plan and held no substantive/tangible illegality in de-licensing/re-licensing process, zoning approvals, or delayed filing of Deed of Declaration. The chargesheet categorically records that both the de-licensing of the 8 acres and the grant of the fresh license were approved on the same date, i.e. 16th October, 2001, and the formal letters were dispatched on 18th October, 2001; consequently, it was not a case where the license for the commercial project was issued prior to the de-

[17] Hereinafter, referred to as "CBI".

licensing of the said land. Moreover, the investigation revealed that commercial complex constructed on Plot No. 3 does not overlap on any part of land set apart for development of the residential colony. However, the investigation agency did return a finding that the appellant-Raj Singh Gehlot and the appellant No.3-Ambience Developers concealed some material facts from flat owners while executing the Apartment Buyers' Agreement in October 2001, thereby committing offences of cheating and conspiracy under Sections 420 and 120B of the Indian Penal Code, 1860. As per learned senior counsel, the said finding is patently erroneous and yet to be tested before the appropriate court and hence, the same cannot be read to the detriment of the appellants-developers.

39. Learned senior counsel thus submitted that the conclusions drawn by the High Court in the impugned judgment are manifestly erroneous and contrary to record. Furthermore, most of the conclusions in the impugned judgment have not been found substantiated pursuant to extensive investigation conducted by the CBI and by the DTCP

while passing the detailed reasoned order dated 5th August, 2021.

40. It was further submitted that the High Court has contradicted itself while deciding the writ petition holding the actions of the appellants-developers to be in contravention of law while specifically observing that the issues could not be decided because the order dated 1st September, 2010 passed by the DTCP was subject matter of challenge in 2012 Writ Petition.

41. Learned senior counsel appearing for the appellants-developers urged that the High Court gravely erred in entertaining a writ petition involving seriously disputed questions of fact while exercising its jurisdiction under Article 226 of the Constitution of India. They urged that a writ petition ought not to be entertained, particularly where the issues raised require detailed evaluation of evidence and factual determination beyond the scope of writ proceedings.

42. It was further submitted that all the issues raised in the writ petition have been extensively examined by the competent authority *i.e.* DTCP who passed a detailed reasoned order dated 5th August, 2021 wherein, the actions of de-licensing and the consequent grant of permission to raise the

commercial complex on 8 acres of land have been found to be within the legal framework. The said order is under challenge before the High Court in Civil Writ Petition No. 6047 of 2025, and hence, the findings recorded in the impugned judgment would prejudice the appellants-developers gravely and may also influence the outcome of the said writ petition. Hence, it was submitted that the impugned judgment deserves to be quashed and set aside leaving it open for the High Court to examine the legality and validity of the order dated 5th August, 2021 in the pending writ petition.

43. Shri Tushar Mehta, learned Solicitor General, along with Shri Lokesh Sinhal, learned A.A.G., representing the appellant-Chief Town Planner, Town and Country Planning Department, in Civil Appeal @ SLP(C) No(s). 14797 of 2020, submitted that the expression "de-licensing" is a misnomer in law. Shri Mehta contended that a "license" under the 1975 Act is essentially a permission regulating the use of land for any of the purposes falling within the definition of a "colony" under Section 2(c) of the 1975 Act. What is colloquially referred to as "licensing" is, in substance, nothing but permission for change of land use. Such

permission, it was argued, can validly be granted, modified, or regulated from time to time in accordance with law, including by permitting a modification of the purpose of land use or by simply accepting the surrender of the license by the coloniser.

44. Learned Solicitor General relied upon the provisions of General Clauses Act, 1897 to contend that the power to grant a license, by necessary implication includes the power to withdraw, modify, or rescind the same. It was submitted that the DTCP, being the competent authority to grant a license for land use, is equally empowered to de-license the land or to bifurcate a license into residential and commercial components, in accordance with the applicable statutory framework.

45. Learned Solicitor General further submitted that the State Legislature has now enacted Haryana Development and Regulation of Urban Areas (Second Amendment and Validation) Act, 2020[18] as a legislative measure validating actions taken by the DTCP under the 1975 Act. The 2020 Amendment

[18] Hereinafter, referred to as "2020 Amendment".

expressly recognises that the power to grant licenses includes the power to modify, suspend, revoke, or de-license them, in sync with Section 21 of the General Clauses Act, 1897, and retrospectively validates actions taken earlier in good faith, without conferring any new authority. He thus urged that the impugned judgment is unsustainable in the eyes of law.

46. Shri Mehta further submitted that, upon an enquiry pursuant to the impugned judgment passed by the High Court, it has come to light that as many as 58 projects have been developed in a similar fashion pursuant to de-licensing undertaken in exercise of statutory powers. He submitted that if the impugned judgment is allowed to stand, all such projects, which were brought up long back, would be exposed to serious jeopardy.

47. Ms. Madhavi Divan, learned senior counsel appearing for the appellant–Kohler India Corporation Private Limited[19] in Civil Appeal @ SLP (C) No(s). 5971 of 2021, submitted that the said appellant had purchased commercial premises situated on the 6th floor of Ambience Corporate Office Tower–I from

[19] Hereinafter, referred to as "appellant-Kohler India Corporation".

appellant No.3–Ambience Developers under a registered sale deed dated 27th September, 2007, for a total consideration exceeding Rs.30.81 crores, along with applicable stamp duty and registration charges. It was contended that any coercive or precipitative action in respect of the said complex would directly and adversely affect the crystalized proprietary rights of the appellant-Kohler India Corporation. It was further submitted that the appellant-Kohler India Corporation had not been impleaded as a party to the original writ proceedings, despite being a bona fide purchaser for consideration.

48. They, thus, implored the Court to allow the appeals and set aside the impugned judgment while leaving it open to the parties to pursue Civil Writ Petition No. 6047 of 2025 pending before the High Court.

III. ARGUMENTS ON BEHALF OF RESPONDENTS

49. Ms. Uttara Babbar, learned senior counsel and Ms. Kamini Jaiswal, learned counsel, appearing for the respective respondents, submitted that the Ambience Lagoon Housing Project was originally sanctioned over an area admeasuring 18.98 acres under License No. 19 of 1993. It was contended that

the appellants-developers, in collusion with State authorities, unlawfully reduced the residential area first to 10.98 acres and thereafter to 7.93 acres only by diverting the illegally de-licensed portions of the originally licensed area for construction of the Ambience Mall and other commercial complexes, thereby defeating the object of the original license and acting in patent violation of the governing statutory framework.

50. It was submitted that the appellants-developers had made deliberate strategic interpolations in the original application form, specifically referring to the omission in Clause 2(v), which expressly required the submission of a layout plan. It was further contended that, notwithstanding the absence of a layout plan, the competent authorities proceeded to entertain the application and granted the license with closed eyes. According to the respondents' counsel, such approval in the face of a mandatory statutory deficiency could not have materialized without active connivance and collusion on the part of the concerned officials.

51. It was further submitted by the learned counsel that the 1975 Act does not contain any express or implied provision enabling the State authorities to de-

license land once a license has been granted for a specific project and purpose. Any purported exercise of de-licensing is therefore wholly without jurisdiction, *de hors* the statutory framework and was rightly struck down by the High Court as contrary to the Act and the Rules framed thereunder.

52. Learned counsel for the respondents contended that, notwithstanding representations in the brochures assuring nearly 80% open and community areas, the subsequently raised illegal commercial constructions substantially increased ground coverage and correspondingly impinged upon green and open spaces of the residential colony. It was submitted that the progressive regression in the land area earmarked for the residential colony resulted in a gross violation of the permissible Floor Area Ratio[20], thereby imposing an excessive and unsustainable burden on the existing civic and infrastructural facilities in the residential colony.

53. It was argued that the Court Commissioner's report dated 19th September, 2016 submitted in pursuance of the order dated 16th August, 2016

[20] Hereinafter, referred to as "FAR".

passed by the National Green Tribunal, New Delhi[21] conclusively establishes that the portions of land areas earmarked as Green Area Nos. 10 and 11 in the sanctioned layout plan were never developed or maintained as green spaces on the ground. Instead, Green Area No. 10 stands encroached upon by a multi-storeyed commercial building, while Green Area No. 11 has been converted into a road and areas of private use. The report, being an independent factual verification ordered by the NGT, clearly demonstrates a gross deviation from the sanctioned plan and substantiates the allegations of misuse and illegal construction by the concerned respondents. They thus implored the Court to dismiss the appeals and uphold the impugned judgment.

IV. DISCUSSION AND ANALYSIS

54. We have given our thoughtful consideration to the submissions advanced at the bar and have gone through the impugned orders and the material placed on record.

55. The main thrust of arguments of the writ petitioners before the High Court was that there had

[21] Hereinafter, referred to as "NGT".

been a blatant violation of the statutory provisions and the rules made thereunder while raising the residential colony and the commercial complex. The specific case set up by the writ petitioners before the High Court was that while originally, the residential colony was sanctioned over land area admeasuring 18.98 acres, the construction was in fact carried out only on 10.98 acres of land. The writ petitioners thus, prayed for demolition of the commercial complex on the ground that it had been constructed by encroaching on 8 acres of land which, according to them, was originally earmarked for the residential colony and the use thereof could not have been diverted for raising the commercial construction. They further sought a direction for a CBI investigation into the alleged usurpation of 8 acres of residential land by the appellants-developers in active connivance with the concerned authorities. Additionally, a prayer was made for issuance of appropriate directions to the appellants-developers to adhere to and maintain the prescribed ground coverage and the maximum FAR applicable to the group housing project under the governing statutory framework. In submissions before the High Court,

the appellants-developers as well as the State authorities, took a specific stand that out of the original land mass admeasuring 18.98 acres, an extent of 8 acres was de-licensed in accordance with law *vide* Memo No.5DP-2001/13948 dated 18th October, 2001 and thereafter permission was diligently granted by the DTCP to construct a commercial complex on this chunk of land admeasuring 8 acres, which had been already been de-licensed, *vide* Endst. No. SDP 2001/13959 dated 18th October, 2001.

56. The High Court observed that despite the absence of a layout plan and the presence of serious omissions, deletions, interpolations and tampering in the original application form, allegedly benefiting the appellants-developers, the authorities inexplicably accepted the defective application and granted the license without noticing such glaring irregularities. According to the High Court, the entire exercise was fraudulent, which in turn had a cascading effect on the Ambience Lagoon Housing Project, including non-adherence to FAR, lack of open spaces, insufficient width of streets/roads and total lack of essential community facilities such as schools and

other public amenities. The High Court noted that the possibility of the appellants-developers acting in collusion with the concerned authorities and duping innocent apartment buyers, could not be ruled out. The buyers were made to sign on the dotted line, as by using couched language, some misleading clauses were introduced by the appellants-developers in the Apartment Buyers' Agreement, in connivance with the State authorities. The High Court concluded that as per the approval granted by the DTCP, the township was to be constructed on 18.98 acres of land from which 80% area was to be reserved for open and community services. The de-licensing of 8 acres out of the total land admeasuring 18.98 acres, and the subsequent grant of permission for raising the commercial complex thereon, were done in sheer violation of the extant statutory provisions, with the authorities acting more promptly than warranted. The order granting permission for construction of a commercial complex over 8 acres of land falling within 18.98 acres licensed area was passed on 16th October, 2001 whereas the order de-licensing the said 8 acres was issued subsequently on 18th October, 2001. The fact that permission preceded de-

licensing by two days was held to indicate a preconceived and premeditated plan to raise a commercial complex within land originally licensed for residential colony. The High Court also held that the Town Planning authority had no power to de-license the land in respect of which a license had already been granted for a particular purpose, as there was no provision for de-licensing under the 1975 Act or rules framed thereunder. It was further held that, by dint of such fraudulent action, the appellants-developers stood unjustly enriched, while the flat owners were deprived of their legitimate entitlement to open spaces, amenities and green areas. It was accordingly concluded that the de-licensing order dated 18th October, 2001; the order granting license/permission dated 16th October, 2001 and the order dated 01st September, 2010 passed pursuant to submission of the deed of declaration dated 25th March, 2009, were illegal and hence, the same were fit to be quashed and struck down. The State was further directed to take all consequential steps; the CBI was directed to investigate the issues after registering a formal FIR

and to submit a status report before the High Court in a sealed cover within the stipulated time.

57. From the foregoing narration of facts and circumstances, the following indisputable conclusions can be drawn.

58. That the Apartment Buyers' Agreement executed in the year 2001 unequivocally conveyed that the Ambience Lagoon Housing Project (residential colony) would be coming up on 10.98 acres of land out of the total licensed land of 18.98 acres in Phase-I.

59. Upon a careful examination of the pleadings in Civil Writ Petition No. 20330 of 2015, we find no averment whatsoever to the effect that the flat owners, including the writ petitioners, were unaware of the contents of the Apartment Buyers' Agreement. Rather they are completely silent on this most vital aspect of the case which flows from the contractual obligations of the parties. On the contrary, the appellants-developers took a specific and categorical plea in their reply that the township had been developed strictly in accordance with the area and specifications stipulated in the Apartment Buyers' Agreement as well as the approved layout plan. It was

only for the first time in the rejoinder that the writ petitioners sought to propound a new theory, namely, that the Apartment Buyers' Agreement had been drafted by the appellants-developers to serve their own interests, allegedly taking advantage of a dominant position. According to the respondents, the said agreement could, therefore, not be enforced to the detriment of the apartment owners.

60. At this stage, we may advert to the observations made by the Civil Judge, Junior Division, Gurgaon, Haryana in paragraph 13 of the order dated 10th September, 2014 while deciding the application filed by the ALARWA under Order XXXIX Rule 2 of the Code of Civil Procedure, 1908, which read as under:

> "Admittedly, the plaintiff is claiming their right as per the said Apartment Buyers Agreement and they cannot go beyond the said Agreement. It is clearly mentioned in the said agreement that the Residential Apartment Complex is to be built on 10.98 acres of land out of the total licenced land i.e. 18.98 acres. As per the said Agreement service road is meant to be used by all complex residents and users of integrated township. Admittedly the said road is the only main road passing through the entire township and is a common road to be used by all occupants, visitors or other persons having interest in the township. In such circumstances, it cannot be said that balance of convenience lies in favour of the plaintiff even if he proves the prima facie case in his favour. Further even if it is assumed or presumed that the said road is meant only for the plaintiffs use then also the balance of convenience is also not in their favour."

61. We are of the considered view that, as the writ petition was instituted in the year 2015 containing allegations of the so-called misuse of dominant position by the appellants-developers, the plea raised for the first time in the rejoinder that the writ petitioners were compelled to sign the Apartment Buyers' Agreement by keeping them in dark is wholly unconvincing and untenable. The finding recorded by the High Court that the flat owners were made to sign on the dotted line is, *ex facie*, conjectural and unsupported by any pleadings or credible material or pleadings. Significantly, the apartment buyers did not plead, either in the writ petition filed in 2015 or in the earlier civil suit instituted in 2010, that any fraud, misrepresentation, coercion, or deceit had been practised in the execution of the Apartment Buyers' Agreement. In the absence of any foundational pleadings or credible evidence, the conclusion arrived at in the impugned judgment that the agreement was executed under misrepresentation of facts is wholly unjustified and unsustainable in law.

62. The finding recorded by the High Court that any agreement between the parties cannot override the law laid down to regulate the regulations and to prevent hazardous development, is also contrary to record. It bears reiteration that the Apartment Buyers' Agreement was never put to challenge in the writ proceedings. That apart, it is a matter of serious concern that the High Court proceeded to entertain and effectively sustain a challenge to the said agreement, despite the absence of any foundational pleadings, and that too after the lapse of more than a decade from its execution.

63. Though the writ petitioners have taken a vacillating stand before the High Court and this Court with regard to the actual area on which the residential colony stands but from the material available on record, more particularly, the order dated 5th August, 2021 passed by the DTCP, it becomes crystal clear that the residential colony has been constructed on 11.83 acres of land which includes the extent of land utilised to develop the approach road.

64. Inspite of the seriously disputed questions of facts, the High Court seems to have been swayed by

the unsubstantiated assertions of the writ petitioners and proceeded to hold that the appellants-developers had reduced the availability of green areas and amenities/facilities. For reaching to this conclusion, the High Court treated the residential colony as sanctioned over 18.98 acres.

65. We are of the firm view that the High Court has proceeded on a totally erroneous assumption that the residential colony was required to be developed over the entire 18.98 acres and not 10.98 acres. The above conclusion drawn is *ex facie* erroneous in face of the contract executed between the parties and the approved layout plan.

66. The observation of the High Court that the layout plan was not placed before it, is also contrary to the record. In a writ petition, which is decided on affidavits, the burden of establishing the existence of the facts asserted squarely lies upon the writ petitioner, and such burden can be discharged only by placing clear and unimpeachable material on record. This Court in ***Bharat Singh v. State of Haryana***[22], while emphasising that a writ petitioner

[22] AIR 1988 SC 534.

is required to specifically plead and substantiate the supporting facts by placing cogent material on record, held as follows:-

> "13. As has been already noticed, although the point as to profiteering by the State was pleaded in the writ petitions before the High Court as an abstract point of law, there was no reference to any material in support thereof nor was the point argued at the hearing of the writ petitions. Before us also, no particulars and no facts have been given in the special leave petitions or in the writ petitions or in any affidavit, but the point has been sought to be substantiated at the time of hearing by referring to certain facts stated in the said application by HSIDC. **In our opinion, when a point which is ostensibly a point of law is required to be substantiated by facts, the party raising the point, if he is the writ petitioner, must plead and prove such facts by evidence which must appear from the writ petition and if he is the respondent, from the counter-affidavit. If the facts are not pleaded or the evidence in support of such facts is not annexed to the writ petition or to the counter-affidavit, as the case may be, the court will not entertain the point.** In this context, it will not be out of place to point out that in this regard there is a distinction between a pleading under the Code of Civil Procedure and a writ petition or a counter-affidavit. While in a pleading, that is, a plaint or a written statement, the facts and not evidence are required to be pleaded, in a writ petition or in the counter-affidavit not only the facts but also the evidence in proof of such facts have to be pleaded and annexed to it. So, the point that has been raised before us by the appellants is not entertainable. But, in spite of that, we have entertained it to show that it is devoid of any merit."
>
> (Emphasis Supplied)

67. Respondent Nos. 1 and 2, being the writ petitioners before the High Court, in our considered

opinion, miserably failed to do so. On the contrary, it has been the consistent and emphatic case of the appellants-developers that the layout plan was always available on record and had, in fact, been filed before the High Court along with their reply.

68. Upon examining the reply filed by the appellants-developers to Civil Writ Petition No. 20330 of 2015, it is evident that a copy of the layout plan demarcating three distinct parcels of land, measuring 10.98 acres, 8 acres, and 4 acres respectively, was duly placed on record. Moreover, the writ petitioners themselves have expressly referred to the said layout plan and relied upon its contents in their rejoinder, purportedly to demonstrate what they allege to be inconsistencies in the appellants-developers' stand.

69. It is an undisputed position that the construction of the Ambience Mall/Ambience Commercial Tower-I over an area of 8 acres of land and the Leela Ambience Hotel over an area of 4 acres of land commenced in the year 2002, and both the projects were completed somewhere in the year 2007-2008. The flats in Ambience Lagoon Residential Colony had been occupied in the beginning of this period and thus, the flat owners cannot be expected

to be ignorant of the construction activities going on in the area appurtenant to the residential colony. The rank silence and utter indifference shown by the flat owners in taking any action for a period of almost a decade for the alleged violation of their rights creates a serious doubt on the bonafides of the actions of the writ petitioners. Admittedly, Amitabha Sen, writ petitioner No. 1 before the High Court had represented the plaintiff-ALARWA in Civil Suit No. 27 of 2010, which was instituted in respect of an analogous dispute and was ultimately disposed of as withdrawn.

70. The present writ petition came to be filed in the year 2015, that is, almost 8 years after the Ambience Mall and the Leela Ambience Hotel had been constructed and had become fully operational. In this backdrop, the gross delay in approaching the High Court constituted a material and decisive factor, which by itself ought to have disentitled the writ petitioners to any sort of discretionary relief under Article 226 of the Constitution. However, the High Court seems to have totally ignored this material aspect of the case which, in our opinion, goes to the root of the matter.

71. Furthermore, in Civil Writ Petition No. 2147 of 2012, which raised overlapping and substantially similar issues, the Division Bench of the High Court, *vide* order dated 16th January, 2020, had directed the DTCP to examine the entire controversy and to pass a detailed and reasoned order. Pursuant thereto, the DTCP has passed a comprehensive order dated 5th August, 2021, and held that the approval of building plans for Plot No.3-Ambience Corporate Office Tower 2, did not violate License No. 19 of 1993, as Plot No. 3 formed part of separate licenses (Licenses Nos. 13 and 14 of 2004) and not the original group housing license No. 19 of 1993. The DTCP also concluded that the de-licensing of 8 acres reserved for Phase-II expansion under License No. 19 of 1993 and its re-licensing for commercial use was legally permissible, being supported by prior legal opinion, Section 21 of the General Clauses Act, 1897, and expressly validated by the 2020 Amendment inserting Section 3(3A) in the 1975 Act with retrospective effect. It was further held that the area under License No. 19 of 1993 was not reduced by 3.9 acres by effect of the order dated 01st September, 2010. The Deed of Declaration, duly registered, was found to be broadly

in conformity with the Haryana Apartment Ownership Act, 1983. Certain deficiencies were noted regarding incomplete disclosure of licenses forming part of the integrated township, for which amendment was directed and penalty was charged. Consequently, no merit was found in the challenge to the approval of building plans or the de-licensing action, subject to corrective steps being taken in respect of the Deed of Declaration. The said order conclusively determines the controversy in favour of the appellants-developers.

72. Section 3(3A), introduced by the 2020 amendment retrospectively validating the disputed actions of the town planning authorities, is not under challenge before this Court, nor would it be appropriate to entertain any such challenge in the present proceedings, particularly when the said issue can be independently agitated by the parties before the appropriate forum, if they so desire.

73. Moreover, the High Court itself, while rendering the impugned judgment, expressly recorded that it would not enter into or examine the issues covered by the order dated 1st September, 2010. Notwithstanding the said self-imposed limitation, the

High Court, at the stage of final adjudication, proceeded to hold that the entire action of the appellants-developers, including the construction of the commercial complex, was in violation of law, and went on to quash the order dated 1st September, 2010. This, in our opinion, indicates a fundamental error in the impugned judgment.

74. It is also not in dispute that the order dated 5th August, 2021 passed by the DTCP in effect covering all the disputed issues is subject matter of assail in Civil Writ Petition No. 6047 of 2025, which is pending before the High Court and in case the impugned judgment is upheld, it would definitely prejudice the outcome of the said writ petition and effectively foreclose all available defences of the appellants-developers.

75. We are further of the view that the direction given by the High Court to the CBI for registering the FIR was also uncalled for as the said direction was given on unverified and inconclusive material. Be that as it may, in the intervening period, the CBI registered the FIR and has since filed a report under Section 173(2) of the Code of Criminal Procedure, 1973. In the said report, the act of de-licencing of 8

acres of land has been found to be in accordance with law. However, the only illegality attributed to the appellants-developers pertains to the alleged misrepresentation in the Apartment Buyers' Agreement, in respect whereof the following findings have been recorded in the report:-

> "(16.77) Investigation further revealed that the de-licencing & re-licencing of the 8 acre of land for commercial purpose was approved on 16.10.2001 and even then, the builder executed Builder-Buyer Agreement dated 20.10.2001 with Sh. Amitabha Sen & Smt. Dipika Sen, petitioner of the instant matter in the Hon'ble High Court of Punjab & Haryana, without mentioning a word about the same.
> (16.78) Investigations revealed that before the Builder-Buyer Agreement with Sh. Amitabha Sen, the builder had already applied for de-licensing 8 acres for commercial use and this fact was concealed from the buyer. Although the Builder-Buyer Agreement mentioned a license for a group housing colony on 18.98 acres, details about the application for commercial conversion and subsequent approval were omitted, misleading the buyer. The de-licensing & re-licensing of the 8 acres for commercial use was sanctioned on 16.10.2001. Surprisingly, on 20.10.2001, the Builder-Buyer Agreement with Sh. Amitabha Sen & Smt. Dipika Sen was executed without any mention of these crucial developments. Investigation has revealed that in the builder buyer agreement, it is, inter alia, mentioned that
>
> > ".....The company intends/plans to develop Lagoon Residential Apartments Complex on 10.98 acres of land out of total licensed land of 18.98 acres in phase-i building plans of which have already been sanctioned/approved by the Competent Authority at the Office of Director, Town & Country Planning, Haryana, Chandigarh....."

From the above, it is evident that it was clearly mentioned in the Builder-Buyer Agreement that the company holds licence to set up a group housing colony on 18.98 acre. However, the facts pertaining to filing of application for conversion to commercial licence for the rest of 8 acres and subsequent obtainment of the said commercial licence was concealed from the buyer.

(16.79) Investigation has revealed that M/s HLF Enterprises Pvt. Ltd. engaged in communication with the department well in advance of entering into the Builder-Buyer Agreement with buyer i.e. Sh. Amitabha Sen & Smt. Dipika Sen. Specifically. the builder had initiated the process of acquiring a license for the commercial use of 8 acres of land by submitting an application dated 18.07.2000 and subsequently, on 15.10.2001, he had complied with the conditions of LOI dated 28.09.2001 for issuance of license to develop the commercial colony on 8 acres of land by d licensing the same from the licenced group housing colony, even before the Builder-Buyer Agreement was executed. This crucial information, pertaining to the ongoing efforts to obtain a commercial license, was intentionally omitted from the subsequent agreements with buyer. Consequently, the Builder-Buyer Agreement, executed on 20.10.2001 with Sh. Amitabha Sen & Smt. Dipika Sen, failed to disclose the fact that the builder had sought de-licensing and re-licensing of the land for commercial purposes and finally he got the license, creating a situation where the true nature of the property was not transparently conveyed to the buyer.

(16.80) From the facts and circumstances discussed above, it is established that the accused builder Raj Singh Gehlot, Director in M/s Ambience Developers & Infrastructure Pvt. Ltd. (formerly known as M/s HLF Enterprises Pvt. Ltd.) dishonestly & fraudulently during the period Oct, 2001 executed builder buyer agreement with the dishonest intention from the beginning, concealed material facts from the buyer and true nature of the property was not transparently conveyed to the buyer in order to deceive the buyer for purchasing the flats in the said colony, thereby causing wrongful loss to buyer and wrongful gain to

himself and the said company and thereby committed the offence of conspiracy and cheating punishable U/s120B r/w 420 of IPC & substantive offence of 420 IPC.
(16.81) Thus, the aforesaid facts disclosed commission of offence punishable under Section 120B r/w 420 of IPC & substantive offence of 420 IPC on the part of the accused company M/s Ambience Developers & Infrastructure Pvt. Ltd. (formerly known as M/s HLF Enterprises Pvt. Ltd.) through its director, and Sh. Raj Singh Gehlot.
(16.82) In view of the aforesaid, it is prayed that M/s Ambience Developers & Infrastructure Pvt. Ltd. (formerly known as M/s HLF Enterprises Pvt. Ltd.) through its director, and Sh. Raj Singh Gehlot may kindly be summoned and tried as per the provisions of law."

76. These findings are issues which would fall for consideration and adjudication before the competent court before which the chargesheet has been filed and as such, if the impugned judgment is allowed to stand, outcome of the trial may also be prejudiced.

V. CONCLUSION

77. In wake of the discussion made hereinabove, we are of the firm view that the impugned judgment dated 10th July, 2020 rendered by the High Court is, *ex facie*, unsustainable in facts and in law and hence, the same cannot be sustained. The same is, thus, set aside.

78. We make it clear that none of the observations made by us in this judgment may be treated as prejudicing the disposal of the Civil Writ Petition No. 6047 of 2025 pending before the High Court. The High Court shall proceed to consider and decide the said writ petition uninfluenced by this judgment.

79. The appeals are allowed accordingly. No order as to costs.

80. Pending application(s), if any, shall stand disposed of.

B. CIVIL APPEAL NO(S).872-874 OF 2021

81. Heard. Admit.

82. These civil appeals are directed against the orders dated 9th January, 2020 and 11th February, 2020 passed by the National Green Tribunal, Principal Bench, New Delhi in Original Application No. 238 of 2015 and order dated 13th February, 2020 passed in Review Application No. 10 of 2020 in the same O.A. By order dated 9th January, 2020, the NGT after considering the report of the Ministry of Environment, Forest, and Climate Change dated 22nd November, 2019 directed the appellant, Ambience

Developers & Infrastructure Pvt. Ltd.[23], to pay an interim environmental compensation of Rs.68,51,250/-. Subsequently, *vide* order dated 11th February, 2020, NGT constituted a Joint Expert Committee comprising the MoEF&CC, Central Pollution Control Board and Indian Institute of Forest Management, Bhopal and directed the said committee to re-assess the environmental compensation. NGT, *vide* order dated 13th February, 2020, dismissed the application filed by the appellant-Ambience Developers seeking review of the order dated 9th January, 2020.

I. BRIEF FACTS

83. The factual background of the present appeals being substantially similar to that of the connected appeals, the same is not being re-stated herein to avoid repetition.

84. The Original Application No. 238 of 2015 was instituted by the respondent-Anil Uppal and his companions being the flat owners[24] in the Ambience Lagoon Apartment Housing Complex. The

[23] Hereinafter, referred to as "appellant-Ambience Developers".
[24] Hereinafter, referred to as "respondents-applicants".

respondents-applicants, *inter alia*, sought following reliefs:-

> "A. Direct the Respondents to restitute the damage caused to the park/open spaces and the Environment.
> B. Direct the Respondents to strictly comply with the order dated 10.04.2015 of this Hon'ble Tribunal in the matter of Vardhman Kaushik v Union of India & ors.
> C. Direct the Respondents to restore the open areas / tot lots to their natural / original position.
> D. Direct the Respondent No.7 to take necessary action against the person(s) concerned for felling of trees.
> E. Stay the construction of the commercial complex being built and other construction activities
> F Appoint Court Commissioners to visit the site and present a status report.
> G. Appoint an independent agency to measure the area of the resident's locality and present the findings before this Hon'ble Tribunal.
> H. Direct Respondent No.3 to measure the Ambient Air Quality in the area and submit a report before this Hon'ble Tribunal.
> I. Direct the Respondent No.5 to deposit all original records with this Hon'ble Tribunal.
> J. Direct the Respondent No.4 to enforce status quo with respect to all constructions on the said areas.
> K. Direct the Respondent No.8 to undertake a critical study of the area and submit a report before this Hon'ble Tribunal.
> L. Direct the Ministry of Environment and forests, Government of India to fulfil its responsibilities under the Environment Protection Act, 1986.
> M. Hold the officers of various public authorities personally liable.
> N. Award penalty on the defaulting public authorities.
> O. Award costs of the Application to the Applicants.
> P. Award suitable compensation to the Applicants.
> Q. Pass such other and further order or orders as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case."

85. The NGT directed the Haryana State Pollution Control Board and the DTCP to inspect the site and submit a status report. Pursuant thereto, the said authorities submitted a report dated 5th May, 2016, stating that there was no violation with respect to the green and open areas. However, the respondents-applicants before the NGT contended that the said report had been furnished without conducting an actual site inspection. In this backdrop, the NGT, *vide* order dated 16th August, 2016 appointed a Court Commissioner to carry out a site visit and submit an independent report.

86. The Court Commissioner in his report dated 19th September, 2016 indicated that Green Area No. 10, which was designated as a green area in the approved layout plan, was occupied by a nursery school, a sewage treatment plant, and an electric sub-station. Green Area No. 11, also earmarked as a green area, was found to be non-existent; a portion thereof was covered by a road, while another portion was occupied by a flat. The Court Commissioner further reported that ready-mix concrete trucks were

plying in the area, generating high decibel noise, and that the sewage treatment plant was engulfed in foam.

87. The appellant-Ambience Developers having been impleaded as respondent No. 6 in the proceedings before the NGT, contested the allegations by asserting that the subject project formed part of an integrated larger development known as "Ambience Lagoon Island," within which the prescribed green area norms were being duly maintained, and that all requisite statutory approvals had been duly obtained.

88. During the course of the proceedings, the NGT, *vide* order dated 24th April, 2019, directed the MoEF&CC to submit its report on the issue of environmental compensation and observed as follows:-

> "4. The Tribunal found it necessary to quantify the compensation for the loss of environmental benefits/services, if any. The matter was adjourned thereafter on 24.01.2018, 01.02.2018, 27.02.2018 and 06.04.2018 at the request of learned Counsel for the parties.
> 5. On 25.07.2018, the Tribunal noted the absence of Counsel for the applicants but an adjournment was granted. Today though Counsel for the applicants and Respondent No. 6 are present, they state that they are not the main Counsel and will not procced in the matter. We do not find any justification for a Counsel appearing before this Tribunal and at the

> same time saying that they are not the 'main' Counsel. We do not understand why they have put in appearance, if they are not the Counsel.
> 6. Be that as it may, report of the Ministry of Environment, Forest and Climate Change (MoEF&CC) on the issue of environmental compensation in terms of order dated 09.01.2018 is still awaited though more than one year has gone. Learned Counsel for the MoEF & CC submits that the report will be submitted within one month positively. The report may be furnished to the Tribunal by email at ngt.filing@gmail.com. It is made clear that there will be no further adjournment on any account without adverse orders against the party in default.
> List for further consideration on 20.08.2019."

89. In pursuance of the said order, the MoEF&CC submitted a report dated 7th November, 2019, assessing the environmental damage to the tune of Rs.68,51,250/-.

90. Upon submission of the said report, the respondents-applicants contended that it was incomplete, on the ground that it did not address the issue of alleged illegal constructions in Green Areas Nos. 10 and 11, which were earmarked as open and green areas in the approved layout plan and, according to them, could not have been converted into covered areas in violation of environmental laws. The respondents-applicants further assailed the adequacy of the assessed compensation, particularly with respect to the alleged loss of ecological services

resulting from purported illegal commercial constructions in the designated open areas.

91. The NGT, *vide* interim order dated 9th January, 2020 directed the appellant-Ambience Developers, to deposit a sum of Rs.68,51,250/- towards interim environmental compensation. The said amount has since been deposited by the appellant-Ambience Developers on 11th December, 2020.

92. In light of the submissions advanced by the respondents-applicants, the NGT in its order dated 11th February, 2020, observed that a Joint Expert Committee comprising representatives of the MoEF&CC, the Central Pollution Control Board, and the Indian Institute of Forest Management, Bhopal, was required to examine whether, in light of the original Deed of Declaration and the sanctioned layout plan for the residential colony developed over 10.98 acres with stipulated open areas, any revised plan implemented after the allotment of apartments had illegally deprived the respondents-applicants of their entitlement to ecological benefits envisaged under the original plan. The NGT further directed the Committee to consider whether such changes amounted to a violation of law, including

impermissible alteration of common areas for private commercial gain to the detriment of the environment, and to assess the consequential environmental compensation. The Joint Expert Committee was accordingly directed to submit its report.

93. The appellant-Ambience Developers filed an application seeking review of the order dated 9th January, 2020 contending that no opportunity had been afforded to it to file objections to the report of the MoEF&CC dated 7th November, 2019. The NGT, however, dismissed the said review application, terming the plea as an afterthought.

II. SUBMISSIONS ON BEHALF OF THE APPELLANT

94. Shri Pinaki Misra, learned senior counsel representing the appellant-Ambience Developers, submitted that the orders passed by the NGT travel beyond the scope of proceedings contemplated under the National Green Tribunal Act, 2010,[25] inasmuch as they impinge upon the issues relating to alleged violations of the approved plan, which were already the subject matter of consideration before the High

[25] Hereinafter, referred to as "NGT Act".

Court as well as DTCP, pursuant to order dated 16th January, 2020 passed by the High Court in Writ Petition No. 2147 of 2012. It was thus prayed that the impugned orders are *ex facie* illegal and unsustainable in the eyes of law.

95. Learned senior counsel further contended that the appellant-Ambience Developers, was not afforded any opportunity to file objections to the report of the MoEF&CC dated 7th November, 2019, before it was saddled with the penalty, thereby causing serious prejudice to the appellant-Ambience Developers.

96. Learned senior counsel further contended that the NGT committed a manifest error in placing reliance on the report submitted by the Court Commissioner, which, according to them, was factually incorrect, misleading, and did not accurately reflect the ground realities, thereby vitiating the findings recorded by the NGT.

97. It was further submitted that the appellant-Ambience Developers, had consistently complied with the mandatory requirement of maintaining green and open spaces within the residential colony, and that the actual existing green area exceeded 17%, thereby surpassing the prescribed statutory

minimum. It was also urged that provisions for a nursery school, a sewage treatment plant, and an electric sub-station were made in other parts of the larger Ambience Island Project, rather than within the Ambience Lagoon Residential Colony. He, thus, urged that the impugned orders passed by the NGT are contrary to law and facts on record, and hence, the same deserve to be set aside.

III. SUBMISSIONS ON BEHALF OF THE RESPONDENTS

98. Ms. Kanika Agnihotri, learned counsel appearing for the respondents-applicants submitted that the respondents-applicants had no grievance with respect to the construction of the residential colony on 10.98 acres of land. However, their primary grievance was that the construction of the commercial complex over 5.81 acres of land, situated directly in front of the residential flats, had obstructed their access to natural light and air. She vehemently contended that the said construction had been raised in violation of the designated land use and statutory norms, and urged that the offending commercial construction over the said 5.81 acres deserved to be demolished.

99. The areas originally designated for essential services such as a nursery school, a sewage treatment plant, and an electric sub-station were instead encroached upon and occupied by the commercial complex, resulting in the displacement of these essential utilities and necessitating their relocation to other areas.

100. It was urged that the respondents-applicants possess an indivisible, and permanent interest in the common areas and facilities of the complex, which forms an integral part of their proprietary rights. Such common areas and facilities cannot be altered, alienated, reduced, or diverted for any other use, nor can any portion thereof be siphoned off, except with the express, informed, and prior consent of all the flat owners in accordance with law.

IV. DISCUSSION AND ANALYSIS

101. We have given our thoughtful consideration to the submissions advanced by learned counsel for the parties and have gone through the impugned orders passed by the NGT.

102. We are of the considered opinion that the issues sought to be agitated before the NGT and those forming the subject matter of dispute in the

proceedings before the High Court were overlapping to a great extent and hence, the decision of the NGT without taking into account the pendency and scope of the proceedings before the High Court on issues involving seriously disputed questions of fact, is indeed questionable.

103. The Tribunal placed implicit reliance upon the report of the Court Commissioner dated 19th September, 2016 on the premise that the appellant-Ambience Developers had not objected to it, and thereafter, while considering the review petition, declined to entertain the plea of denial of opportunity on the ground that it had been raised belatedly.

104. We are of the firm opinion that, as the matter relating to alleged illegality in change of land use was already under scanner in the writ petition filed before the High Court in the year 2015, the NGT was not justified in interfering with the issues concerning violation of building plans in relation to the construction of commercial premises. We also feel that the aforesaid issues are beyond the scope and purview of the proceedings before the NGT under Section 14 of the NGT Act which reads as below:-

> **"14. Tribunal to settle disputes.**—(1) **The Tribunal shall have the jurisdiction over all civil cases where a substantial question relating to environment (including enforcement of any legal right relating to environment), is involved and such question arises out of the implementation of the enactments specified in Schedule I.**
> (2) The Tribunal shall hear the disputes arising from the questions referred to in sub-section (1) and settle such disputes and pass order thereon.
> (3) No application for adjudication of dispute under this section shall be entertained by the Tribunal unless it is made within a period of six months from the date on which the cause of action for such dispute first arose:
> Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days."
>
> (Emphasis supplied)

105. The dispute relating to the non-adherence of the building plans *qua* the open and green spaces was intrinsically connected and co-related to the ones under adjudication before the High Court. The appellant-Ambience Developers was agitating before the High Court that there was no deviation from the sanctioned layout plan so far as the residential colony is concerned. While deciding the connected appeals, we have found favour with the aforesaid argument raised by the appellant-Ambience Developers. In this view of the matter, we are of the

prima facie opinion that the issue of environment was not a substantial question before the NGT thereby justifying its invocation of jurisdiction by the NGT in this matter. Rather, the present matter involved disputed claims of the parties in relation to irregularities in utilisation of the land belonging to the appellant-Ambience Developers in developing the residential colony.

106. In this regard, reference may be made to recent judgment of this Court in ***Auroville Foundation v. Navroz Kersasp Mody***[26], wherein this Court held as follows:-

> "30. As transpiring from Section 14, the Tribunal has the jurisdiction over all civil cases where the substantial question relating to environment including enforcement of any legal right relating to environment, is involved and such question arises out of the implementation of the enactments specified in Schedule I. Therefore, for the exercise of jurisdiction by the Tribunal under Section 14, it has to be shown that (1) a substantial question relating to environment including enforcement of any legal right relating to environment is involved; and (2) such questions arise out of the implementation of the enactments specified in Schedule I.
>
> 31. The term "substantial question relating to environment" as defined in Section 2(1)(m) of the Act would include, inter alia, the question where there is a direct violation of a specific statutory environmental obligation by a person by which : (a) the community at large other than the

[26] (2025) 4 SCC 150.

individual or group of individuals is affected or likely to be affected by the environmental consequences; or (b) the gravity of damage to the environment or property is substantial; or (c) the damage to public health is broadly measurable. The substantial question would also include the environmental consequences relating to a specific activity or a point source of pollution.

32. In view of the said definition also the Tribunal before exercising the jurisdiction has to satisfy itself that a substantial question pertaining to the violation of or implementation of any specific statutory environmental obligations contained in any of the enactments specified in Schedule I, is involved.

33. Recently in *State of M.P.* v. *Centre for Environment Protection Research & Development* [*State of M.P.* v. *Centre for Environment Protection Research & Development*, (2020) 9 SCC 781] , this Court held as follows : (SCC pp. 801-802, paras 42-44)

> "*42*. In view of the definition of "substantial question relating to environment" in Section 2(1)(*m*) of the NGT Act, the learned Tribunal can examine and decide the question of violation of any specific statutory environmental obligation, which affects or is likely to affect a group of individuals, or the community at large.
>
> *43*. For exercise of power under Section 14 of the NGT Act, a substantial question of law should be involved including any legal right to environment and such question should arise out of implementation of the specified enactments.
>
> *44*. Violation of any specific statutory environmental obligation gives rise to a substantial question of law and not just statutory obligations under the enactments specified in Schedule I. However, the question must arise out of implementation of one or more of the enactments specified in Schedule I."

> Similar view is also taken in *H.P. Bus-Stand Management & Development Authority* v. *Central Empowered Committee* [*H.P. Bus-Stand Management & Development Authority* v. *Central Empowered Committee*, (2021) 4 SCC 309] .
>
> **34.** From the above, **it is explicitly clear that every question or dispute raised by an applicant before the Tribunal pertaining to the environment cannot be treated as a substantial question. It has to be a substantial question relating to environment as contemplated in Section 2(1)(*m*), and such substantial question must arise out of the implementation of any of the enactment/enactments specified in Schedule I. Though strict law of evidence may not be applicable to the cases filed before the Tribunal, the applicant has to raise the substantial question in his application specifically alleging the violation of a particular enactment specified in Schedule I**."
>
> (Emphasis supplied)

107. Viewed in light of the aforesaid precedent, a serious doubt arises as to the jurisdiction of the NGT to entertain the original application.

108. Further, we have already concluded in the foregoing part of the decision in Civil Appeals @ SLP(C) No(s). 11480 of 2020; SLP(C) No(s). 5971 of 2021; SLP(C) No(s). 14797 of 2020; that the issues of violations in raising the constructions stand concluded in favour of the appellants-developers *vide* order dated 5th August, 2021 passed by the DTCP, which is under challenge before the High Court in Civil Writ Petition No. 6047 of 2025.

V. CONCLUSION

109. Thus, the order passed by the NGT directing the formation of the Joint Expert Committee, deserves to be stayed for the present. Consequently, the report of Joint Expert Committee dated 3rd December, 2020 which recommends the imposition of fine of Rs.138.83 crores, Rs.10.33 crores environmental compensation, withholding 25–50% of profits, and possible demolition of the commercial complex, shall not be acted upon for now.

110. The proceedings before the NGT shall remain in abeyance till disposal of the aforesaid Civil Writ Petition No. 6047 of 2025 before the High Court. Pursuant to the disposal of the said writ petition, it would be open to the parties to seek revival of the proceedings before the NGT which may examine the same upon being strictly satisfied regarding the substantial questions relating to environment as contemplated in Section 2(1)(m) of the NGT Act, 2010, if any, surviving pursuant to disposal of the writ petition.

111. The appeals stand disposed of in these terms. No order as to costs.

112. Pending application(s), if any, shall stand disposed of.

.....J.
(J. B. PARDIWALA)

.....J.
(SANDEEP MEHTA)

NEW DELHI;
JANUARY 20, 2026.