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HARYANA SHAHARI VIKAS PRADHIKARAN

Memo No.HSVP/CCF/Acctt-II/2018

Dated:



To

Manav Rachna International University,
Administrative Headquarters, 5/EA-1, Bungalow Plot, N.I.T,
Faridabad.

Subject:- Speaking order passed in compliance of the order issued by the Hon'ble High Court in CWP No.1110 of 2018 titled as Manav Rachna International University Vs Haryana Urban Development Authority and others.

1. Please refer to the subject cited above.
2. Please find enclosed herewith the copy of speaking order No. 21/2018 passed by the Chief Administrator, HSVP (HQ), in case of CWP No. 1110 of 2018 titled as as Manav Rachna International University Vs Haryana Urban Development Authority and others, in compliance of Hon'ble High Court vide order dated 22.01.2018.

DA/As above:

Accounts Officer,
For Chief Administrator,
HSVP, Panchkula

Endst.No.HSVP-CCF-Acctt-II-2018/- 241069 Dated: 07/12/18

A copy of the above is forwarded to the following for information and necessary action please:-

- i. The Estate Officer, HSVP, Sonapat.
- ii. The District Attorney, HSVP, Panchkula.
- iii. The GM(IT), HSVP, Panchkula with the request to uploaded the speaking order no. 21/2018 on the HSVP website.

DA/As above:

Accounts Officer,
For Chief Administrator,
HSVP, Panchkula

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SPEAKING ORDER NO. 21 OF 2018

This speaking order is to be passed in respect of Institution Plot No. 6 in RGEN, Sonapat in compliance of the orders dated 22.1.2018 of Hon'ble Punjab & Haryana High Court in CWP No. 1110 of 2018 titled as Manav Rachna International University Vs Haryana Urban Development Authority and other. The orders dated 22.1.2018 are reproduced as under:-

"The petitioner has been served with the impugned notice whereby, it has been asked to pay the enhanced amount towards allotment price as well as lease money on the premise that the compensation for the acquired land has been enhanced by the Courts. The petitioner though does not dispute in principle its liability to pay the enhanced amount, its grievance is that the same has not been determined based upon the correct date of taking physical possession of the site and also without determining the saleable area. All these issues have been raised by the petitioner in its representation dated 17.10.2016 & 07.09.2017 (P22 & P24), respectively besides submission of its own revised calculation details (P25/1). In this view of the matter and without expressing any views on merits, the writ petition is disposed of with a direction to the HUDA authorities to call for the records and consider the issues raised by the petitioner and determine the exact amount which the petitioner is liable to deposit. It shall be appreciated if the petitioner is heard before any decision on its representation(s) is taken. Meanwhile, the petitioner may deposit the amount as per its own calculations without prejudice to the legal rights of both the parties. Order accordingly."

Records of Personal hearing

Notice was issued for hearing on 27.4.2018 at 3.30 P.M. The meeting was held with the representatives Sh. Shashi Bhushan on behalf of Manav Rachna University with regard to the points raised in representation dated 19.2.2018. The main points of which are as under:-

1. That lease rent should be worked out from the date of actual possession not from the allotment of the site by HUDA.
2. To pay the lease rent in half yearly equated installments spread over the 3 years starting from 01.05.2017 and to

- reduce delayed payment interest rate 15% P.A. to 12% P.A. from the date of actual possession of the site.
3. To allow us to deposit the enhanced compensation amount so calculated in half yearly equated installments spread over of 3 years starting from 01.06.2017.
 4. To give the permission to mortgage.

Discussions and Findings

The points were discussed in detail with the representatives of the society, E.O. Sonipat & C.A.O. , HSVP, Panchkula and it was decided that:-

Point No. 1 & 2 The working of lease rent and interest on lease rent was charged as under :-

- i. "Moratorium period of 15 years may be allowed in the payment of balance of 75% price of the plot during which only the lease rent @ 12% p.a of the balance 75% of the plot may be charged. If during this period, the enhanced compensation is awarded by the competent court, the same lease rent @ 12% p.a for the enhanced amount may also be charged. The lease will be convertible into free hold after the expiry of 15 year.
- ii. After the expiry of 15 years, the allottee shall be required to pay the 75% amount of the plot in 6 annual installments alongwith interest @ 12% p.a. (or as decided by the Authority from time to time). The enhanced compensation will also be payable by the allottee within 30 days or in installments as decided by the Authority from time to time alongwith interest @ 15% p.a after the expiry of lease period of 15 years.
- iii. On the delayed payments on installments/lease money/enhanced compensation, the interest as decided by the Authority from time to time will be chargeable."

The same pattern was adopted with the other Institutions. Therefore, HSVP cannot give such relief to the university.

Point No. 3:- It is clarified that the Enhanced Compensation of Education City, Sector 65-68, Sonipat was worked out on liability basis as per award announced by Hon'ble ADJ, Sonipat. Further it is also clarified that the loading of common area was proportionately divided among the saleable area. (The calculation sheet is attached herewith.)

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Point No. 4:- It is clarified that the permission to mortgage will only be given after clearing of all the dues in respect of Plot No.6, RGEC, Sonipat.

Conclusion:-

I am of the considered view that the demands raised by the petitioners are not sustainable, hence, the same are hereby rejected. Accordingly, the representation is disposed off and no relief is granted to the petitioner. Hence the orders of Hon'ble Punjab and Haryana High Court dated 22.01.2018 stands compiled with.


**Chief Administrator,
HSVP, Panchkula.**