



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**Reserved on: 09.04.2025.
Pronounced on: 14.05.2025**

(1)

CWP-20106-2021 (O&M)

New Sunny Enclave Residents Social Welfare Association Regd. and
another

...Petitioners

Versus

State of Punjab and others

...Respondents

(2)

CWP-16580-2021 (O&M)

New Sunny Enclave Residents Social Welfare Association

...Petitioner

Versus

State of Punjab and others

...Respondents

(3)

CWP-157-2023 (O&M)

Vinod Kakkar and others

...Petitioners

Versus

State of Punjab and others

...Respondents

(4)

CWP-8941-2022 (O&M)

Sukhjinder Singh and others

...Petitioners

Versus

State of Punjab and others

...Respondents

(5)

CWP-10784-2022 (O&M)

Diksha

...Petitioner

Versus

State of Punjab and others

...Respondents

(6)

CWP-16160-2022 (O&M)

Manohar Lal and others

...Petitioners

Versus

State of Punjab and others

...Respondents

**CWP-20106-2021 (O&M) & other connected cases****(7)****CWP-25203-2022**

Housing Welfare Society

...Petitioner

Versus

State of Punjab and others

...Respondents

(8)**CWP-22678-2023 (O&M)**

Amar Jyoti and others

...Petitioners

Versus

State of Punjab and others

...Respondents

(9)**CWP-10336-2023**

Ramesh Kumar

...Petitioner

Versus

State of Punjab and others

...Respondents

(10)**CWP-21194-2023**

Harbhajan Singh

...Petitioner

Versus

State of Punjab and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE VIKAS SURI**

Present: Mr. Rishu Mahajan, Advocate, for the petitioners
in CWPs-10336, 21194 & 22678-2023.
Mr. Rajesh Verma, Advocate, for the petitioner
in CWP-25203-2022.
Mr. Rakesh Dhiman, Advocate, for the petitioners
in CWPs-8940, 16160-2022 & 157-2023.
Mr. Ravi Badyal & Mr. Deepak Kumar Advocates,
for the petitioner in CWP-16580-2021.
Mr. Yashpal, petitioner in person in CWP-28538-2023.
Mr. Puja Chopra, Advocate in person in CWP-20106 of 2021.
Mr. Saurabh Arora, Advocate & Mr. Pawan Kumar, Advocate
for the petitioner in CWP-8941-2022.

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Mr. Deepak Goyat, Advocate, for
Mr. Ashwani Talwar, Advocate, in CWP-10336, 21194 and
22678-2023.
Mr. Mohit Kapoor, Sr. DAG, Punjab.
Ms. Anu Chatrath, Sr. Advocate, with
Mr. Nishant Maini, Advocate, and Mr. Ratik Gupta, Advocate
for GMADA & PSPCL in CWPs-8941, 10784 & 15113 of 2022
and 157-2023.
Mr. Baltej Singh Sidhu, Sr. Advocate with
Mr. Divij Datt, Mr. Hemant Singh and Mr. Navjot Singh,
Advocates for for respondent No.4 (Bajwa Developers)
in CWP-15113, 8941, 10784, 16160, 17371, 21194, 7715 of
2022; 16580 of 2021; 10336, 157, 20106 & 22678 of 2023
Mr. Yogender Verma, Advocate, for GMADA
in CWPs-20106-2021, 10784 & 16160-2022.
Mr. V.G. Jauhar, Advocate, for GMADA
in CWP-16580-2021.
Ms. Sweta Beniwal, Advocate, for
Mr. Mohit Rathee, Advocate,
for respondents No.3 to 6 in CWP-21194-2023.
Mr. Shubham Thakur, Advocate, for Mr. Alok Mittal, Advocate,
for respondent No.3 in CWP-25203-2023.
Mr. Kamaldeep Singh Sidhu, Advocate,
for respondent No.5 in CWP-157-2023.
Mr. Anmol Puri, Advocate, for respondents No.4 & 5.
Mr. Lovepreet Singh, Advocate and Mr. J.S. Jaidka, Advocate,
for respondent No.8 in CWP-8941- 2022.
Mr. K.S. Godara, Advocate,
for respondents No.3 to 6-PSPCL in CWP-10336-2023.
Mr. Tushaar Madaan, Advocate,
for respondents No.3 to 6-PSPCL in CWP-22678-2023.
Mr. Gagandeep Singh Virk, Advocate,
for respondent No.13 in CWP-157-2023.
Mr. R.S. Khosla, Sr. Advocate, with
Mr. Yogender Verma, Advocate, for GMADA
in CWPs-20106-2021, 10784 & 16160-2022.
Mr. Vikas Singh, Advocate,
for respondent No.5 in CWP-20106-2021.
Mr. Gurvinder Singh Gill, Advocate for
Mr. Yogesh Saini, Advocate, for
Mr. Suveer Sheokand, Advocate,
for respondent No.15 in CWP-157-2023.
Mr. Prashant Puri, Advocate for
Mr. Prateek Gupta, Advocate,
for respondent No.2 in CWPs-16580-2021.
Ms. Lishika Mehta, Advocate, for
Mr. Sameer Sachdeva, Advocate,
for respondent No.4 in CWP-16580-2021.
Mr. Kamaldeep Singh Sidhu, Advocate,
for respondent No.5 in CWP-16580-2021.

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Mr. Abhilaksh Gaind, Advocate, and
Mr. Rakesh Garg, Advocate,
for respondent No.8 in CWP-16580-2021.
Mr. Sudhir Nar, Advocate,
for respondent No.10/UOI. in CWPs-16580 & 20106-2021.
Mr. Ankit Midha, Advocate, for respondent No.12.

SURESHWAR THAKUR, J.

1. Since the issues involved in all the above writ petitions are similar, therefore, the same are taken up together for decision. With the consent of the learned counsel for the parties, the facts are being taken from CWP-20106-2021, titled as '*New Sunny Enclave Residents Social Welfare Association Regd. and another vs. State of Punjab and others*'.

2. In CWP-20106-2021, the petitioner-New Sunny Enclave Residents Social Welfare Association has knocked the door of this Court for the accordings of the hereinafter extracted reliefs:-

“Civil Writ Petition under Articles 226/227 of the Constitution of India for issuance of a writ, order or direction in the nature of mandamus directing State /official respondents to take strict legal action against resp. No. 12 in accordance with law especially in view of non-compliance of orders dated 21.10.2020 & 19.01.2021 Annexures P-18 & P-21 passed by Resp. No. 8 and Committee under Chairpersonship of resp. No. 9 respectively as the official respondents have completely failed to get their own orders implemented due to influence of Respondent No. 12 who is a big developer developing multiple other projects in the State of Punjab.

With a further prayer that this Hon'ble Court may kindly issue a writ, order or direction in the nature of mandamus directing official respondents to take over the Mega Project detailed herein below in view of terms and

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conditions of Approval Letter dated 15.12.2006 (Annexure P-2) whereby Resp. No. 12 was required to obtain completion certificate within stipulated time and was required to comply with other terms and conditions enumerated therein and to cancel any further, unreasonable extension granted by official respondents to Resp. No. 12, if any and to provide all basic facilities and amenities and to complete all external and internal development works as detailed herein below as not having been provided by the resp. No. 12/developer even after more than 15 years as resp.No. 12 has diverted the funds / finances to other projects been developed by him at the cost of the project in question, in the interest of justice,

With a further prayer that this Hon'ble Court may kindly issue a writ, order or direction in the nature of mandamus directing resp. No. 11 to take action against resp. No. 12 for causing public nuisance in terms of complaint dated 08.06.2020 Annexure P-12 which is still pending without any further intimation regarding date of hearing.

With a further prayer that this Hon'ble Court may kindly issue a writ, order or direction in the nature of mandamus directing the State / official respondents themselves or through resp. No. 12/developer, especially in view of the fact that more than 15 years have elapsed, to provide the basic facilities and amenities and to complete internal and external development works forthwith in view of emergent situation on the ground, during the pendency of the present writ petition, in the interest of justice.

With a further prayer that this Hon'ble Court may kindly issue a writ, order or direction in the nature of mandamus directing the State / official respondents to

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terminate all licenses / extensions / approvals /registrations etc. in favour of Resp. No. 12 and to seize and forfeit their all the bank accounts, bank guarantees, security deposits and not to allow or permit in any manner resp. No. 12 to carve out or develop any other project or colony until and unless all pending development works in the project in question are completed or the grievances of the petitioners are redressed, in the interest of justice.

Issue any other Writ, Order or direction in the interest of justice, which this Hon'ble Court may deem fit and proper in the light of facts and circumstances of the present case, in favour of the petitioners.”

3. In the present case, vide communication dated 15.12.2006 (Annexure P-2), the layout plan for development of Mega Housing Project of M/s Bajwa Developers Pvt. Ltd. in Kharar, near Sunny Enclave, Village Desu Majra, Mohali, was approved and licence was granted to respondent No.12-M/s Bajwa Developers Pvt. Ltd., by respondent No.4-PUDA, the conditions of the said licence become extracted hereinafter:-

“1. The company shall fulfil the terms and conditions specified in the Letter of Intent issued vide letter No. PUDA/ACA (Pr.) 2006/17666 dated 3.05.2006, Agreement dated 22.06.2006 made with the Punjab Govt. and Change in land use issued by Punjab Govt. vide letter No.18/134/2006-5HG-2/7507 dated 18.08.2006.

2. The company shall fulfil the terms and conditions specified by the Forest Department vide letter No.4753 dated 11.07.2006 and Punjab Pollution Control Board (Provisional) vide letter No.5617 dated 05.07.2006 and obtain necessary clearances / NOCs within the stipulated time period as specified in these letters and submit copies

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of the same with the Competent Authority.

3. No sale / advertisement of plots shall be made by the company unless the Govt. issues notification/ orders u/s 44 of PAPR Act, 1995 for the exemption of the Project from PAPR Act, 1995.

4. The company shall sell/ advertise only those plots which fall within the land/ area solely owned by the company. No sale /advertisement for plots falling in area under Agreement to sell or to be acquired by the Govt. shall be undertaken, till it is transferred in the ownership of the company and possession taken by them.

5. The detailed planning of areas shown as "Reserved" and "commercial" pockets shall be got approved from the Competent Authority. The reserved areas may be planned for public facilities to the extent of maintain the overall usable area within limits specified in the Planning Guidelines of Mega Housing Projects dated 06.10.2006.

6. The design and specifications of all the Development works provided in the colony shall be as per the Punjab PWD specifications/ BIS specifications. The company shall submit a copy of the specifications and detailed estimates duly signed by a qualified engineer of the concerned discipline thereof with the Competent Authority before undertaking any Development Works on site.

7. The company shall not contravene the provisions of any other law for the time being enforced in the area where the colony is being developed.

8. The company shall maintain a separate account in any Schedule Bank of sums taken by him from persons intending to take or who have taken by apartments or plots, as advance, towards the sale price or for any other purpose or deposit and shall disburse the money for meeting the cost development works, and shall on

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demand in writing, by the Competent Authority, make full and true disclosure of all transactions in respect of that account.

9. The company shall obtain demarcation of roads, road formation level and levels of service lines from the C.E., Gamada, Mohali, before the start of work.

10. The Electrive plan/ load will be got approved from PSEB before execution of work as per their specification / norms.

11. Whenever the estate services like water supply, storm water, sewerage system is laid in the periphery by MC/ GMADA / Improvement Trust, the company will integrate the same with these services at its own expenses.

12. The rain water harvesting system will be provided by the promoter as per design approved by CGWB.

13. Zoning plans/ Architectural Control Sheets shall be submitted to Competent Authority within three months of issued of Layout plan.

14. The company shall transfer free of cost the open space like roads, parks, etc. (Not schools & Community Centre etc.) in favor of Govt. through GMADA in case the colony is situated outside the limits of M.C. and in favor of the appropriate Municipal body, in case the colony is situated within such limits, to the satisfaction of the concerned body. The company shall obtain Completion Certified within five years from the date of agreement. Such transfers shall be free from stamp duty. However, onus of maintaining all essential services (open spaces, parks, roads, parking, landscaping, rain water harvesting system, electrical system) for a period of five years from the issue of completion certificate shall continue to remain with company even after the



transfer of open spaces like road, parks etc.

15. Demarcation of layout plan will be done within two months of issue of Layout plan and reconciled discrepancy, if any. In case of any major variations, the Layout plan shall be got approved from the Competent Authority. Before getting Architectural Control approved integrated zoning plans of commercial area, residential and other buildings shall be got approved from the Competent Authority within three months of issue of the Layout plan.

16. Building plans will be approved by the concerned E.O. GMADA as per the approved zoning plan/Architecture Control Sheets.

17. The Company shall construct or get constructed at his own cost schools hospitals, community centres and other community buildings on the land set apart for this purpose or transfer such land to the State Government at any time free of cost or on payment of actual cost of development of land, as may be decided by the State Government in which case the State Govt. be at liberty to transfer such land to any local authority or any person or institution on such terms and conditions as it may deem fit.

18. The company will make their own arrangements of independent water supply and install sewerage treatment plant and also ensure smooth supply of electricity and other requisite services of the colony at their own cost and such costs are included in their estimates and also ensure that no earth excavation will be allowed from the plots / reserved / public building sites for construction of roads.”

4. Since the supra terms and conditions ,as become enclosed in the licence, as became granted to the licensee by the licensing authority, became

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breached at the instance of the licensee, thereby, the apposite licensee, rather became suspended vide Annexure A-3. Therefore, the restoration of the licence as appertains to the housing colony concerned, is but a dire necessity, as thereby only the dwelling units, as occur in the housing colony concerned, thus, would become legalized, but yet subject to the hereinafter directions being passed upon the licensing authority i.e. GMADA, as appertain to the executions of the left over external developmental works becoming undertaken thereovers i.e. the colony, rather by the GMADA authorities. Since for the makings of an adjudication upon the instant *lis*, the applicable thereon statutory provisions, thus, become embodied in Section 5 of the Punjab Apartment and Property Registration Act, 1995 (hereinafter referred to as '**the PAPRA Act**'), therefore, the said provisions become *ad verbatim* extracted hereinafter:-

“[5. Development of land into colony. - (1) Any promoter, who desires to develop a land into a colony having the prescribed qualifications, shall make an application in the prescribed form alongwith his title of minimum twenty five per cent of project land and irrevocable consent for the rest of land, if it is owned by other persons, permission for conversion of land use from the competent authority and the prescribed information, with the prescribed fee and charges, to the competent authority for grant of permission for the same and separate permission shall be necessary for each colony.

(2) On receipt of the application under sub-section (1), the competent authority, after making enquiry into the title of the land, extent and situation of the land, capacity of the promoter to develop the colony, layout of the colony, conformity of the development of the colony



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with the neighboring areas, plan of development works to be executed in the colony, and in case of apartment buildings, design, specification of material to be used, common areas and facilities to be provided, structural safety and fire safety and such other matters as it may specify, and after affording the applicant an opportunity of being heard and also taking into consideration the opinion of the prescribed authority, shall pass an order, in writing recording reasons either granting or refusing to grant such permission.

(3) Where an order is passed granting permission under sub-section (2), the competent authority shall grant a license in the prescribed form after the promoter has complied with the following conditions, namely: -

(i) the promoter shall acquire the title of land not owned by him, within the time period given in the terms and conditions of the licence, and shall not make any sale or transfer of land which is not under his title;

(ii) furnish a bank guarantee equal to thirty five percent of the estimated cost of the development works certified by the competent authority, or mortgage plots falling in the same project equal to thirty five percent value of estimated cost of development by equitable mortgage deed to the satisfaction of the competent authority in the manner prescribed, which shall be marked on the layout plan and entered in the revenue record;

(iii) has entered into an agreement with the competent authority in the prescribed form for carrying out the development works in accordance with the conditions of the licence;

(iv) has paid, subject to the provisions of sub-



section (6), the Change of Land Use Charges, External Development Charges and such other charges, as may be notified by the Government from time to time.

(4) In case, a promoter intends to revise the layout plan or zoning plan of the approved colony or building plan, he shall be required to obtain a revised permission, subject to fulfilment of all liabilities created due to prior permission, on payment of such charges and such fee and on such terms and conditions, as may be specified after giving due notice to the plot or apartment holders. However, the said revision shall not extend the period of validity of the license granted under sub-section (3).

(5) The license granted under sub-section (3), shall be valid for a period of five years and shall be renewable for a further period of two years on payment of such fee and charges, and on such terms and conditions, as may be specified by the competent authority.

(6) The promoter shall enter into agreement give undertaking to pay development charges for external development works carried out or to be carried out by the Government or a local authority.

(7) The State Government shall determine the development charges and the time within which such development charges as referred to in subsection (6), shall be paid to the State Government or to such authority, as may be notified by the State Government.

(8) The Government may allow payment of external development charges and other charges mentioned in such installments, as may be notified by it from time to time. In such case, the first installment shall be deposited before the grant of licence and the promoter shall furnish and give undertaking to pay the balance installments as per notified schedule supported by such additional bank

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guarantee or mortgage of such additional property, as may be necessary to secure payment of the balance installments.

(9) The promoter shall carry out and complete the development of the land in accordance with the provisions of the Punjab Regional and Town Planning and Development Act, 1995 (Punjab Act 11 of 1995).

(10) The promoter shall construct or get constructed at his own cost, schools, hospitals, parks, community centers and other community buildings, on the land set apart for this purpose or promoter may sell or transfer land meant for schools and hospital etc. on such terms and conditions, as may be specified by the Government. Further, the area under roads, open spaces, parks and other public utilities shall be transferred to the local authority before issue of completion certificate.

(11) The promoter shall, reserve five percent area of the gross project area in the case of colony and ten percent of the apartments in the case of apartments in the manner, as may be specified by the Government for reservation and disposal of such plots/apartments for economically weaker section of the society.

(12) The promoter shall carry out all directions issued by the competent authority for ensuring due compliance of the execution of the layout and the development works therein and to permit the competent authority or any officer authorized by it to inspect such execution

(13) The promoter shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of completion certificate or till the date of transfer the same, free of cost to the State Government or the local authority:

Provided that after the completion of development works



in the colony, in all respects, the competent authority, may allow the promoter to hand over the maintenance of the infrastructure and services mentioned in this sub-section to an association of residents formed under section 17-A, which shall be responsible for management, maintenance, upkeep of common areas, infrastructure and common services of the colony.

(14) In the event of the promoter contravening any provisions of this Act, or rules made thereunder or any conditions of the licence granted under sub-section (3), the competent authority may, after giving an opportunity of being heard, suspend or cancel the licence and enforce the bank guarantee or mortgage property furnished by the promoter under subsection (3).

(15) When a licence is suspended or cancelled under sub-section (14), the competent authority may itself carry out or cause to be carried out the development works, and after adjusting the amount received as a result of enforcement of bank guarantee or by disposal of mortgaged property, recover such charges, as the competent authority may have to incur on the said development works from the promoter and the allottees in the manner prescribed as arrears of land revenue.

(16) The liability of the promoter for payment of development charges referred to in sub-section (15), shall not exceed the amount the promoter has actually recovered from the allottees less the amount actually spent on such development works, and that of the allottees shall not exceed the amount, which they would have to pay to the promoter towards the expenses of the said development works under the terms and conditions of the agreement of the sale or transfer entered into

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between them: Provided that the competent authority may, recover from the allottees with their consent, an amount in excess or what may be admissible under the aforesaid terms of agreement of sale or transfer.

(17) Notwithstanding anything contained in this Act, after development works have been carried out under sub-section (15), the competent authority may, with a view to enabling the promoter, to transfer the possession of, and the title of, the land to the allottees within a specified time, authorize the promoter by an order to receive the balance amount, if any, due from the allottees after adjustment of the amount which may have been recovered by the competent authority towards the cost of the development works and also transfer the possession of, and the title of, the land to the allottees within aforesaid time and if the promoter fails to do so, the competent authority shall on behalf of the promoter transfer the possession of, and title of, the land to the allottees on receipt of the amount which was due from them.

(18) After meeting the expenses on development works under subsection (15), the balance amount shall be payable to the promoter.]”

5. At the very outset, it is necessary to allude to the fact that though, at this stage, the apposite allotments have been made to the allottees/homebuyers under co-respondent No.12-Bajwa Developers Ltd. However, since co-respondent No.12 failed to purvey, the licence envisaged basic amenities, to the allottees/homebuyers concerned or to the owners of the dwelling units, which fall within the colony. As such, the aggrieved allottees/homebuyers under co-respondent No.12-Bajwa Developers Ltd., thus, are led to access this Court for the passing of a *mandamus* upon the

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official respondent, i.e. the GMADA, who granted the licence to co-respondent No.12, thus, for undertaking the executions of the left over external developmental works in the colony.

6. Though, for the purpose of purveying the supra reliefs to the allottees/homebuyers from co-respondent No.12, they have an efficacious alternative remedy, inasmuch as, a complaint becoming lodged before the RERA authorities.

7. Nonetheless, for the reason to be assigned hereinafter, this Court, however, relents from driving the aggrieved allottees/homebuyers under co-respondent No.12-Bajwa Developers Ltd., rather to access the remedies as embodied in the Real Estate (Regulation and Development) Act, 2016 (hereinafter, in short referred to as 'the RERA Act'). The primary reason for stating so becomes firmly grooved in the premise, which but becomes etched in the requisite statutory obligation, in terms of Section 5 (3)(ii), as embodied in the PAPRA Act, thus, becoming enjoined upon the designated licensing authority. In terms of the said cast statutory obligation upon the licensing authority, thus, it became incumbent on the licensing authority, to ensure that the licensee, furnishes a bank guarantee equal to thirty five percent of the estimated cost of the development works certified by the competent authority and in the alternative thereto, the licensing authority becomes entailed with a statutory obligation, to ensure the mortgaging of plots owned by the licensee and which fall in the colony in respect whereof the espoused licence is granted to the licensee.

8. The necessity qua imposition of the supra statutory obligations, upon the licensee as well as upon the licensor, thus, is to ensure the

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protections of the interests of the allottees/homebuyers under the developer concerned, who more especially, in the event of the promoter/developer rather abandoning the project, whereupon obviously with the external developmental works, as enclosed in supra clauses 14 and 18 of the licence, rather remaining unexecuted, thus, theirs becoming enabled to be executed by the concerned i.e. by the GMADA authorities and by the PSPCL. Resultantly, therebys, the owners of the dwelling units, which fall within the residential colony concerned, thus, would become purveyed all the requisite licence facilities. In addition, since the enjoined external developmental works to be undertaken in the colony, apart from the constructions, being made of accessible sectoral roads reaching upto the homesteads raised in the colony, rather also appertain qua apposite installations of electricity purveying infrastructure becoming undertaken by the PSPCL. Therefore, since the moneys for the installations of the said electricity purveying apparatus', by the entity concerned, but is also to be liquidated by the promoter concerned. However, since the said amounts remained unliquidated by the promoter concerned to the PSPCL. Therebys, the latter becomes precluded to augment, the already existing electricity purveying apparatus, at the colony concerned, wherebys some of the dwelling units as exist within the colony concerned, rather become deprived of the basic amenity of permanent electricity connections becoming purveyed to them.

9. Now, in the said regard, an affidavit sworn by the promoter, namely Shri Jarnail Singh Bajwa, Managing Director of M/s Bajwa Developers Limited, has been taken on record through an unobjected order becoming passed on 03.05.2025 upon the apposite miscellaneous

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application. The contents of the said affidavit are *ad verbatim* extracted hereinafter:-

“2. That on submission of Electrical Layout Plan for the aforesaid residential project of 139.376 Acres in consonance with the Layout Plan duly approved by GMADA, Chief Engineer, Commercial, PSPCL issued NOC dated 29.06.2017 in favour Developer. As per the said NOC, Developer is supposed to install 24 Distribution Transformers of 500 KVA, 2 Distribution Transformers of 300 KVA and 1 Distribution Transformer of 200 KVA (Total 12800 KVA).

In the aforesaid project of 139.376 Acres, at present, not more than 100 units are existence. Developer has already provided street lights in the said project and besides that, from the sanctioned load issued by PSPCL in the name of Developer, later has provided temporary connections to all the aforesaid existing residents/units of the said project. It is also worth mentioning here that Developer is paying electricity charges @Rs. 13/- per unit to PSPCL whereas from the residents, for the electricity charges consumed by them, Developer is collecting only @ Rs. 8/- per unit, meaning thereby that Developer is paying Rs. 5/- per unit from its own pocket for the electricity consumed by the residents. In respect of said project, Developer has already applied for partial load to PSPCL vide letter dated 19.05.1922.

3. That as submitted above, in Sector 123, Mohali itself, GMADA has allowed Developer to carve out a colony (Sunny Enclave) over the land measuring 159.28 Acres. On submission of Electrical Layout Plan for the aforesaid residential project of 159.28 Acres in consonance with the Layout Plan duly approved by GMADA, Chief Engineer, Commercial, PSPCL issued NOC dated



06.05.2016 in favour of developer. As per the said NOC, Developer is supposed to install 23 Distribution Transformers of 500 KVA, 4 Distribution Transformers of 300 KVA, 1 Distribution Transformer of 200 KVA and 1 Distribution Transformer of 100 KVA (Total 13000 KVA). In the aforesaid project of 159.28 Acres, at present, not, more than 250 units are in existence. Developer has already executed work of installing LD System in the said project require Bank Guarantee has already been furnished with PSPCL. Only two transformers of 300 KVA each and about 20-25 Meter Panels are left to be installed. PSPCL has already released permanent connections in favour of the residents/units, which are about 250 in number and the said residents are paying the electricity charges being consumed by them, directly to. PSPCL. It is pertinent to mention here that although the area of the said project has been increased from 159.28 Acres to 177 Acres but with regard to the said increase, which has been duly approved by GMADA, PSPCL is yet to issue revise NOC.

4. That PSPCL has issued revised NOC dated 04.03.2022 in favour of Developer for Electrical Scheme of 25 Acres residential project (Sunny Basant) at Sectors 74-A and 117, Mohali. In the said project also, at present, there are not more than 100 units. Two transformers of 500 KVA each have already been brought at the site by the developer in respect of the said project, which are sufficient to feed said 100 units. The said two transformers are however, not been given connectivity by the PSPCL, on the alleged ground that outstanding has not been cleared. LT cable has been laid fully, for executing the said work, Developer has already deposited Bank Guarantee to the tune of Rs. 21 Lacs with PSPCL.

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5. That with regard to arrears of electricity charges, suffice is to state that the Developer is ready to make the payment in regard to only the arrears pending in 15 monthly instalments excluding Penalty charges, UUE etc., which the developer will challenge before the competent authority.

6. That in regard to the sewerage treatment Plant, the deponent will complete the entire process of installing the required number of STP'S and the remaining part of connecting the said Sewerage treatment plant for final disposal shall be done by the Competent Authorities.”

10. The above extracted contents of the affidavit sworn by the promoter which becomes placed on record in CWP-16160-2022 unveils, that the promoter is providing temporary electricity connections but only to certain residential units. The supra contents also unfold, that the developer is paying electricity charges at the rate of Rs.13/- per unit, to the PSPCL, whereas, the developer is collecting only Rs.8/- per unit, from the residents of the colony, wherebys, it is stated therein, that the developer is paying Rs.5/- per unit from his/own pocket for the electricity consumed. It is further unfolded therein, that in respect of the additional electricity purveying infrastructure to be installed within the colony, the Chief Engineer of the PSPCL, has issued NOC dated 06.05.2016 in favour of the developer. The terms of the NOC enjoin the developer to install 23 Distribution Transformers of 500 KVA; 4 Distribution Transformers of 300 KVA, 1 Distribution Transformer of 200 KVA and 1 Distribution Transformer of 100 KVA (Total 13000 KVA). The developer has already executed work of installing LD system and the requisite bank guarantee has already been furnished with PSPCL, whereas, two transformers of 300 KVA and 20/25

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meter panels are left to be installed. PSPCL has already released permanent electricity connections in favour of certain residential units numbering about 250 and they are paying the electricity charges to the PSPCL directly. However, in respect of the increased area of the colony from 159.28 acres to 177 acres, in respect whereof though approval has been granted by the GMADA, but the apposite revised NOC has not been issued by PSPCL. Nonetheless, it has been further stated that the revised NOC dated 04.03.2022, thus, becomes issued for Electrical Scheme qua 25 acres of residential project at Sectors 74-A and 117, Mohali, rather, for providing permanent electricity connections, to about 100 units and two transformers of 500 KVA have been brought at the site by the developer. Though the PSPCL has installed transformers, but the apposite connectivity to those transformers has been yet not given theretos, on the ground that the outstanding dues have not been cleared by the promoter. Nonetheless, the affidavit sworn by the developer reveals, that the bank guarantee to the tune of Rs.21 lacs, has been furnished by the promoter with the PSPCL, thus, towards liquidation of the relevant arrears.

11. Be that as it may, in the affidavit sworn by Shri Taranjeet Singh, Sr. Executive Engineer, PSPCL, which has been taken on record through an unobjected order becoming passed on 03.05.2025 upon the apposite miscellaneous application, thus, occurs a table mentioning therein, the tentative amounts to be deposited with the PSPCL, thus, for causing releases of permanent electricity connections to the residents of the colony, besides the outstanding amounts against the developer in respect of the relevant projects also become detailed therein. The relevant contents of the



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affidavit become extracted hereinafter:-

Sr. No.	Colony	Tentative Load (in KVA)	11 KV Connectivity	System Loading Charges	Internal system cost	Tentative cost for connectivity
1	Area measuring 25 acre Sunny Bansal Colony in Sector 74A and 117, Sukhjinder Singh CWP 8941/2022	4362	7819280	14699940	31224038	53743258
2.	Area measuring 177.00 Acre namely Sunny Encalve in Sec-120,123,124 & 125 Village Jandpur, Sihampur and Hassanpur (Amar jyoti CWP No. 22678/2023) (Ramesh Kumar, CWP No. 10336/2023) (Harbhajan Singh, CWP 21194/2023) No. (Yashpal, CWP No. 28535/2023)	10068	23161500	33929160	93669750	150760410
3	Area measuring 139.371 Acre Village Jandpur Manana Sector 123 Mohali (Diksha CWP No. 10784/2022; Manohar Lal, CWP No. 16160/2022)	1200	8050624	4044000	9344591	21439215

2. That it is imperative to note that the developer has an outstanding defaulting amount to approximately 11.44 crores, out of which approximately Rs.10.81 crores is outstanding in respect to the aforementioned three project against the builder.”

12. The above extracted contents of the affidavit reveal, that the tentative estimated costs for issuing permanent electricity connections, is Rs.22,59,42,883/- and the outstanding liabilities of the promoter towards the PSPCL are in a sum of Rs.10.81 crores. To ensure that the apposite

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obstacle, raised by the PSPCL against the releasings of permanent connections to the residents concerned, besides to ease, the further hurdles become raised, in the installation of the additional electricity feeding infrastructure at the sites concerned, thus, require that the sums supra be ensured to be released to the PSPCL. Therefore, the requisite releases are to be made in the manner detailed hereinafter.

13. In the said endeavour, to the profound objective contemplation of this Court, the amounts determined as compensation viz-a-viz the developer, through the passing of an Award bearing No.569 dated 18.05.2018, when, thus, for the reasons delineated in CWP-13350-2021, but are required to be initially conditionally released to the petitioner therein. However, the said release is to be made, in terms of paragraph 16 of the affidavit sworn by Shri Jarnail Singh Bajwa, Managing Director of M/s Bajwa Developers Limited, which has been taken on record through an unobjected order becoming passed on 03.05.2025 upon the apposite miscellaneous application, the relevant paragraph whereof is extracted hereinafter:-

“16. That the deponent being the Managing Director of the petitioner company undertakes that he or the petitioner company has no objection if after adjusting the amount of compensation receivable by the petitioner company against the land in dispute (approximately 30.22 Acres) in terms of the aforesaid Award No.569 dated 18.05.2018 (Annexure A-1) and Award dated 22.12.2023 (Annexure A-2) against the EDC and Licence

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Fee due along with reasonable interest, is paid back to the petitioner company.”

14. Pursuant to the above extracted paragraph, directions for the apposite conditional releases thereof being made to the promoter, becomes spoken in the decision recorded by this Court in CWP-13350-2021.

15. The other joint co-option for ensuring the completions, of all left over external developmental work at the sites concerned, is to ensure qua the relevant finances in respect thereof being marshalled from auction sales becoming made of the mortgaged plots of the promoter as exist within the colony. The said sales are to be done under the supervision of the District Collector concerned. However, the impediment against this Court ordering qua the mortgaged plots of Bajwa Developers Ltd., being subjected to public auctions, becomes aroused, from the factum qua this Court through an order made on 12.07.2022 in the connected writ petition bearing No.CWP-13350-2021, thus, granting interim relief in favour of co-respondent No.12, whereby the respondents were directed to not take any coercive action against co-respondent No.12. To the considered mind of this Court, the said order is required to be vacated, especially in the wake of the supra undertaking made on an affidavit sworn by Shri Jarnail Singh Bajwa, Managing Director of M/s Bajwa Developers Limited.

16. Be that as it may, the exact/precise amounts, thus, required for making completions of the abandoned external developmental works, is yet not forthcoming. In consequence, this Court deems it fit and appropriate, that the District Collector concerned shall, within a period of one month from today, under his supervision, hold public auctions viz-a-viz the plots

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owned by the developer and which become mortgaged by him viz-a-viz the GMADA, thus, in terms of the provisions carried in Section 5 (3)(ii) of the PAPRA Act.

17. However, prior thereto, in terms of the current/prevalent value/circle rates, necessarily of areas proximate, to the subject cites, thus, the District Collector shall fix the reserved price for the apposite auctions. Moreover, it shall also be ensured that no rigged public auction is conducted viz-a-viz the mortgaged plots of the promoter. The maximum time for depositing the entire auction moneys shall not be more than two months. The amounts realized from the auction sales of the mortgaged plots, be delivered to the GMADA. The totals of the said amounts as well as the figure of the compensation amounts conditionally released to the promoter but requires qua both becoming initially entered in the books of account maintained by the GMADA. In case the total incurred expenditure towards the completion of the unexecuted external developmental works at the sites concerned, is lessor than, the totals of the supra sums, thereby the apposite excess amounts be forthwith released to the promoter along with the upto date interest accrued thereon, which will be calculated at the rate of 7% per annum.

16. Nonetheless, extreme care and caution is also required to be taken for ensuring that all the executing agencies deployed for completing the unexecuted external developmental works at the sites concerned, but do not ill-spend the supra amounts. Moreover, extreme care and caution is required to be undertaken, that no embezzlement occurs viz-a-viz the amounts supra at the instance of the GMADA authorities or by any of the

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executing agencies as become employed by it.

17. To streamline the above, the Chief Secretary to the Government of Punjab, is directed to head a specialized cell manned by three auditors drawn from the office of the Comptroller and Auditor General, Chandigarh.

18. The said Special Cell shall initially:-

(a) Cull out the precise amounts required to be expended for the completion of the left over or unexecuted works at the sites concerned. A signed chart in respect of the said precise amounts, be prepared but bearing in mind the imperative fact, that the apposite estimates appertain but only to the left over incomplete/unexecuted work and to no other work. The determination of the unexecuted or left over works, shall be made in terms of what is stated in the licence conditions'. However, in making the said determination, analyses be made of what has already been spent in respect of executions thereof. The spendings' viz-a-viz executions of the left over external developmental works be unearthed from the licences apposite to the writ petitions, besides from making a closest scrutiny of the relevant sites. Moreover, the supra shall be quartered only qua the colonies which are covered in the instant bunch of writ petitions. The said estimates, under the seal and signatures of all the members of the Special Cell, to be headed by the Chief Secretary, be sent to the Chief Administrator, GMADA, so that subsequently, invitations to offer become floated rather for inviting responses thereto, from the executing agencies concerned. A closest vision be kept by the Cell supra, over the executions of the works and also for ensuring that there no overspendings occur qua the amounts, as detailed in the floated invitations to offer, rather, at the instance of the executing

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agencies concerned. The executing agencies would be the contractors, who adequately respond to the floated invitations to offer, and the PSPCL concerned, who may either directly or through contractors engaged by it, thus, may undertake the requisite works.

(b) The entire exercise supra culminating in the execution of the incomplete/unexecuted works at the sites concerned, be ensured to be completed within a period of four months from today. On completions of the works, a completion certificate be issued by the Cell concerned, whereafter it shall be forwarded to the Chief Administrator, GMADA, who shall thereafter, forward the same to all the competent authorities, whereby not only regularization of the homesteads built within the colonies, thus, takes place most expeditiously but also, thus, thereby, the order suspending the licence issued qua the colony concerned, but becomes most promptly revoked.

(c) Further, the compensation amounts and the auction moneys be firstly spent toward the executions of the left over external developmental works and thereafter, the left over moneys shall be adjusted towards the outstanding licence fee and other charges, and subsequently, the remaining amounts, if any, shall be released forthwith to the promoter, thus, along with upto date interest accruing thereovers at the rate of 7% per annum.

(d) Lastly, the total incurred expenditure be detailed in a sheet to be sealed and signed by all the members of the Special Cell. The said sheet shall also detail whether there is any deficit *inter se*, the amount spent and the amount received, respectively, after encashing the bank guarantees, after the auction moneys being received, after the compensation amount being

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conditionally released to the promoter, thereupon the said excess amounts shall be forthwith released to the promoter, thus, along with upto date interest accruing thereovers at the rate of 7% per annum.

19. Now since an alternative remedy is available to the present petitioners, inasmuch as theirs accessing the RERA authorities. However, for the reasons to be assigned hereinafter, the existence of the said alternative remedy, to the considered mind of this Court, but would be, at this stage, be an extremely elongated remedy, besides would further enmesh the allottees/homebuyers in an avoidable quagmire of litigation.

20. The reason for stating so further spurs from the factum, that there is an imperative requirement qua immediacy of completion of the requisite external development works in the colonies. Since therebys, the right to life enunciated under Article 21 of the Constitution, thus, would become forwarded. As such for ensuring the endowment of the said constitutional right to the present petitioners, thereupon, this Court deems it fit and appropriate to assume jurisdiction over the instant writ petition.

21. The further reason for stating so generates from the unobjected to taken on record affidavit filed and duly sworn by Shri Jarnail Singh Bajwa, Managing Director of M/s Bajwa Developers Limited (in CWP-13350-2021), wherein, in the supra extracted paragraph 16, it become stated that after adjusting the amount of compensation conditionally receivable, by the developer company against the land in dispute (approximately 30.22 Acres), thus, in terms of the aforesaid Award No.569 dated 18.05.2018 (Annexure A-1) and Award dated 22.12.2023 (Annexure A-2), rather against the EDC and Licence Fee along with reasonable interest, thus, subsequently,

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(47)

the remainder of the compensation amount, to which the developer company is entitled, thus, be released to the promoter but in the manner hereinabove detailed. In terms of the affidavit sworn by Shri Jarnail Singh Bajwa, Managing Director of M/s Bajwa Developers Limited, he is to file an apposite application before the learned Reference Court concerned, stating therein the account number of the GMADA, whereinto the compensation amount is to be remitted.

22. Resultantly, therebys, since there is no resistance at the instance of the developer viz-a-viz the accordings of the writ remedies and since therebys, there is no disputed question of fact to be determined by this Writ Court. As such, in the absence of any contentious facts becoming generated amongst the contesting litigants before this Court, whereupon, alone this Court may be coaxed to drive the contesting litigants to avail the alternative remedy supra. Resultantly, in the face of the active readiness and willingness of the developer to, thus, in the manners supra, rather ensure the completions of the unexecuted works at the sites concerned. Therefore and moreover, in the light of this Court passing a decision in favour of the developer in the connected writ petition bearing No.CWP-13350-2021. As such, this Court assumes jurisdiction over the writ petition as there are no disputed questions of facts to be determined in the instant *lis*.

23. Apparently, since in the face of the affidavit, the developer company has manifested its *bona fides* to alleviate the writ grievances, therebys, too this Court, does not deem it fit to relegate the writ petitioners to the otherwise now prolonged alternative remedy qua theirs instituting a complaint before the RERA authority.

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24. An affidavit sworn by Shri Taranjeet Singh, Senior Executive Engineer, PSPCL, Mohali, has also been filed, which is taken on record. The relevant contents as borne in the said affidavit are embodied in para 4 thereof, para whereof become extracted hereinafter:-

“4.1 That the Developer has failed to comply with the terms of the aforementioned No Objection Certificate (NOC), which was valid for a period of five (5) years from the date of its issuance. Furthermore, the Developer has not applied for a new/revised NOC to date. Copy of the NOC dated 29.06.2017 is annexed as Annexure A-9.

4.2 That additionally, as per Clause 3 and Clause 4 of the issued NOC (29.06.2017), the Greater Mohali Area Development Authority (GMADA) was responsible for bearing all costs associated with the 66 kV Grid Sub-station, 66 KV Transmission Line, 11 KV Line, and related infrastructure. Moreover, in the event that the requisite load for the 66 KV Sub-station to be constructed in Sector-123 was not available with GMADA, the Developer was obligated to provide land free of cost for the establishment of the substation within the project. However, to date, neither GMADA nor the Developer has provided the requisite land. In light of the non-compliance with the conditions stipulated in the NOC, presently, electricity connections are not being provided to the residents of



the said area.

4.3 That the site inspection of the said colony was carried out in the month of March, 2025 and it was observed that total 6 number 500 KVA transformers (without any seal of PSPCL) are erected and the work for HT and LT line/cable is still under progress. As such, the builder is required to seek revised NOC (also compliance of terms & conditions incorporated in the said NOC) in addition to the completion of LD system of the colony.

4.4 That as and when revised NOC is sought by the Builder, and the terms and conditions incorporated in the said NOC are complied with, only then permanent electricity connection to all the residents of said area can be given by the PSPCL.”

25. Shri Taranjeet Singh, Senior Executive Engineer, PSPCL, Mohali, who was present in Court, submits that the extantly raised requisite infrastructure rather is already overloaded and that unless additional land for installation of the requisite infrastructure is released in favour of PSPCL, thereupto, to the homesteads occurring inside the colony, the electricity connections, may not be amenable to become released. In the said regard, reference can be made to Annexure P-22, appended with CM-3795-CWP-2025 in CWP-16160-2022, wherein, it is mentioned that two acres of land owned and possessed by M/s Bajwa Developers Ltd., rather is still unsold. However, only that fraction or that part of the supra land as is direly required for the additional electricity purveying infrastructure being installed, thus, be



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forthwith transferred, but free of cost in favour the PSPCL. Emphatically, to the considered view of this Court, two acres land may be far in excess, to the relevant requirement. Therefore, the said insightful view of this Court be borne in mind by the PSPCL, thus, in the promoter releasing only that quantum of two acres of land, which is direly necessitated for installing the requisite electricity purveying infrastructure at the site concerned.

26. The instant writ petitions are allowed in terms of the supra observations and directions.

27. Pending applications, if any, also stand disposed of.

(SURESHWAR THAKUR)
JUDGE

(VIKAS SURI)
JUDGE

May 14, 2025
harish

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No