



2026:CGHC:9782-DB



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NAFR

## HIGH COURT OF CHHATTISGARH AT BILASPUR

### WA No. 186 of 2026

Raghuvansh Tiwari S/o Late Shri Ramadhar Tiwari, Aged About 74 Years R/o H.No. 16/792, Near Vision Centre, Lalganga Vihar Colony Marg, P.S. Azad Chowk, Raipur Pin Code- 492001 (C.G.)

... Appellant

**versus**

**1** - Commissioner, Chhattisgarh Housing Board Paryawas Bhawan, North Block Sector-19, Atalnagar, Nava Raipur, Distt. Raipur Pin Code- 492002

**2** - Estate Officer, Chhattisgarh Housing Board, Capital Project, Division-1, Sector-27, Atalnagar, Nava Raipur- 492002

... Respondents

(Cause-title taken from Case Information System)

|                 |   |                             |
|-----------------|---|-----------------------------|
| For Appellant   | : | Mr. Manish Thakur, Advocate |
| For Respondents | : | Mr. K.P.S. Gandhi, Advocate |

**Hon'ble Shri Ramesh Sinha, Chief Justice**  
**Hon'ble Shri Ravindra Kumar Agrawal, Judge**

### Judgment on Board

**Per Ramesh Sinha, Chief Justice**

**25.02.2026**

**1** Heard Mr. Manish Thakur, learned counsel for the appellant as well as Mr. K.P.S. Gandhi, learned counsel appearing for the



respondents on I.A. No.01, which is an application for condonation of delay of 10 days in preferring the appeal.

- 2 For the grounds assigned in the application (I.A. No.01), the same is allowed. Delay of 10 days in filing the writ appeal is hereby condoned.
- 3 The present intra Court appeal has been filed against the order dated 18.11.2025 passed by the learned Single Judge in WPC No.4380 of 2025 whereby the writ petition filed by the writ petitioner before the learned Single Judge has been dismissed.
- 4 Brief facts of the case projected before the learned Single Judge were that the petitioner filed a writ petition seeking a direction to the respondents to either comply with Clause-11 of the terms and conditions of the housing scheme floated at Sector-29, New Raipur, District Raipur, by allotting him an alternate HIG-II house of his choice, or in the alternative, to refund the deposited amount along with interest @ 14% per annum. The petitioner had applied for allotment of a house under the self-financing scheme and deposited an initial registration amount of Rs.5.60 lakhs. Upon draw of lots held on 17.02.2012, House No.568 was allotted to him. Subsequently, instead of accepting the allotted house, the petitioner requested allotment of alternate houses bearing Nos.733 and 470, which request was not acceded to by the authorities.



- 5** It was the case of the petitioner that despite several vacant houses being available, his request for change of allotment was arbitrarily rejected. Thereafter, due to non-payment of further installments within stipulated time, the allotment was cancelled on 07.08.2015. The petitioner sought refund of the deposited amount, and a sum of Rs.11,45,128/- was refunded after deducting 10% of the registration amount in accordance with the terms and conditions of allotment. Aggrieved by the rejection of his representation seeking refund of the deducted amount and interest on the deposited sum, the petitioner approached this Court.
- 6** The respondents contended before the learned Single Judge that the allotment was strictly made by draw of lots as per prescribed rules; that the alternate houses sought by the petitioner were under a different advertisement; and that the cancellation occurred due to default on the part of the petitioner in not depositing installments. It was further submitted that deduction of 10% of the registration amount was in terms of the applicable conditions of allotment and that the petitioner, having accepted the refunded amount, was not entitled to claim further relief.
- 7** Considering the facts and circumstances of the case, the learned Single Judge dismissed the writ petition holding that the petitioner did not have any indefeasible right to seek allotment of a house of his choice under Clause-11 of the terms and conditions of the



housing scheme, and that the change of allotment was purely discretionary and subject to the final decision of the competent authority. It was further held that since the allotment of House No.568 was cancelled on account of default committed by the petitioner in not depositing the installments within the stipulated time, the cancellation could not be faulted.

- 8 The learned Single Judge also held that deduction of 10% of the registration amount while refunding the deposited sum was in accordance with the applicable rules and conditions governing the scheme, to which the petitioner had agreed at the time of submitting his application. Further, as the cancellation of allotment was attributable to the petitioner's own default and not due to any lapse on the part of the respondents, the petitioner was not entitled to claim interest on the refunded amount. Accordingly, finding no merit in the claims raised, the writ petition was dismissed.
- 9 Challenging the aforesaid order dated 18.11.2025 passed by the learned Single Judge in the writ petition being WPC No.4380 of 2025, the instant appeal has been filed by the appellant/writ petitioner.
- 10 Learned counsel for the writ petitioner/appellant submits that the impugned order passed by the learned Single Judge is not sustainable in the eye of law, as material facts and relevant clauses governing the House Allotment Scheme were not properly



appreciated. It is contended that the appellant had submitted a detailed representation dated 19.06.2015 raising grievances with regard to escalation of cost and seeking change of the allotted house in terms of Clause 11 of the Terms & Conditions, however, the same was not duly considered by the competent authority, though Respondent No.1 is the final authority under Clause 33 to resolve such disputes. It is further submitted that the learned Single Judge failed to consider that the appellant was always ready and willing to perform his part of the contract, but the respondents unilaterally enhanced the cost of the house from Rs.36.70 lakhs to Rs.43,22,015.08, contrary to Clauses 5, 23(a) and 27 of the governing conditions, thereby materially altering the terms of allotment.

- 11** It is further contended that the respondents cancelled the allotment without properly considering the appellant's request for change of house despite availability of unallotted units, which action is contrary to Clause 11 of the scheme. The appellant had deposited more than Rs.12 lakhs, which remained with the respondents for several years, yet no interest was awarded and 10% of the registration amount was deducted arbitrarily. It is urged that the respondents did not act in accordance with principles of fairness, equity and good conscience, and learned Single Judge erred in overlooking these aspects and dismissing the writ petition without adequately examining the contractual and statutory obligations binding upon the Housing Board.



- 12** On the other hand, learned counsel appearing for the respondents supports the impugned order and submits that the learned Single Judge has rightly dismissed the writ petition after due consideration of the facts and the applicable terms and conditions governing the housing scheme. It is contended that the allotment of the house was made strictly through a draw of lots as per the notified procedure, and the appellant was duly allotted House No.568. The request for change of house was not a matter of right but was subject to the discretion of the competent authority under Clause 11 of the Terms & Conditions. It is further submitted that the alternate houses sought by the appellant were part of a different scheme/advertisement and, therefore, could not have been allotted in substitution of the originally allotted unit.
- 13** It is further submitted that the allotment was cancelled only after repeated notices were issued to the appellant to deposit the remaining installments, and the cancellation occurred due to his own default. As per Clause 5 of the allotment rules, refund upon cancellation at the instance or default of the allottee is subject to deduction of 10% of the registration amount, which has been duly applied. The appellant, having accepted the refunded amount without protest and without challenging the relevant clauses of the scheme, cannot now seek to reopen the contractual terms. It is thus contended that there is no arbitrariness or illegality in the action of the respondents, nor any error in the reasoning adopted by the learned Single Judge warranting interference.



- 14** We have heard learned counsel appearing for the parties at length and carefully considered their rival submissions. We have also perused the record of the case, including the impugned order dated 18.11.2025 passed in WPC No. 4380 of 2025.
- 15** After appreciating the submissions of learned counsel for the parties therein as also the materials on record, the learned Single Judge has passed the impugned order in following terms:-

*“5. Indisputedly, petitioner has submitted an application for allotment of house at New Raipur, District – Raipur in a colony to be developed by respondents. According to procedure prescribed for draw of lots, petitioner was allotted house No.568 by draw of lots. Allotment of house No. 568 was intimated to petitioner and he deposited further installment of Rs.6,50,128/-.*

*6. True it is under Clause No.11 of Annexure P-2 i.e. rule/conditions of allotment of house, prescribes that after registration, house is to be allotted by lottery system and further provided that, if a house remains vacant, the allotment may be changed upon payment of the prescribed charges for such change. It is further specified that the decision of the Board in this regard shall be final and no claims shall be entertained. At the time of submission of application, petitioner was aware of rules and conditions for allotment of the house and its procedure. In the aforementioned facts of the case, considering entire Clause-11 of rules and conditions of allotment, which is relied upon by petitioner, it is apparent that it does not confer an indefeasible right upon the petitioner to obtain house of his choice merely by submitting an application for change of the allotted house. It only grants him an option, which remains subject to final decision of the respondents/Board. According to submission of learned counsel for*



*respondents, house opted by petitioner in his application, is not of same advertisement but is of some other advertisement. In the aforementioned facts of the case, petitioner cannot claim as a matter of right to get change the house as per his option but it has to be governed in accordance with the procedure, rules and conditions as floated by respondents. Therefore, I am not inclined to accept the submission of petitioner that respondents erred in not considering the claim of petitioner for change of allotted house as opted by him.*

*7. From the documents enclosed along with reply to the writ petition, it is appearing that on account of failure of petitioner to deposit installments of the house in the scheduled time, after giving notice to petitioner to deposit the arrears of installments, had cancelled the allotment vide letter dated 07.08.2015 and further according to the contents of office order, which is not put to challenge by petitioner would show that respondent No.2 has passed an order for refund of amount on the request of petitioner vide letter dated 08.01.2016. Petitioner has also deposited the cheque issued towards refund of the amount, therefore, petitioner is not entitled for relief as claimed in Para 10.1 seeking direction to respondents to comply Clause-11 of agreement/rules/conditions of allotment. Accordingly the relief claimed in para 10.1 is rejected.*

*8. So far as the submission of petitioner that respondents have not refunded the entire amount and an amount of Rs.55,000/- is still lying due with respondents is concerned, learned counsel for respondents has made submission referring to Clause-5 of rules/conditions of building allotment that if registration is accepted and applicants wants to refund of the amount so deposited then it is to be returned after deducting 10% of the said amount i.e. amount deposited towards registration, therefore, submission of petitioner*



*that amount of Rs.55,000/- is still due to petitioner is not correct. Petitioner submitted application after reading the rules and conditions of house allotment, which may be forming part of the application as copy of application, purchased from respondents for its submission, therefore, he will not be permitted to turn around and challenge the said clause of Annexure P-2.*

*9. For the aforementioned discussions, I do not find any good ground to grant relief as prayed by petitioner during the course of argument that petitioner is entitled for refund of Rs.55,000/- deducted by respondent @ 10% from registration amount deposited by petitioner.*

*10. So far as the claim of petitioner towards interest on the amount*

*deposited by petitioner in the year 2012 and lying with respondent till 2018 is concerned, from the facts of the case, it is appearing that after deposit of the amount towards registration, petitioner has not deposited remaining installment in time, respondents have issued notice/letter to petitioner to deposit the amount and also intimating that if amount is not deposited, allotment of house would stand cancelled for want of deposit of remaining installment. The allotment of house was cancelled by authorities in the year 2015. The cancellation of allotment is on account of default in payment of installment of petitioner, therefore, it will not on account of default on the part of respondents, therefore, in the opinion of this Court petitioner will not be entitled for the interest on the amount deposited by him for purchase of the house and subsequently refunded to him.*

*11. For the foregoing discussions I do not find any merits in this petition and accordingly it is dismissed.”*

- 16** It is not in dispute that the appellant had applied for allotment of a house under the housing scheme floated by the respondents and



that House No.568 was allotted to him through draw of lots in accordance with the prescribed procedure. Clause 11 of the Terms and Conditions clearly stipulates that allotment is to be made by lottery system and that any change in allotment, if permissible, would be subject to the decision of the competent authority. The said clause does not confer any indefeasible or vested right upon an allottee to demand allotment of a particular house of his choice. The learned Single Judge has rightly held that the appellant could not, as a matter of right, insist upon allotment of alternate houses, particularly when the respondents have stated that the houses sought by the appellant were under a different advertisement/scheme. We do not find any infirmity in such finding.

- 17** The record further reveals that the allotment in favour of the appellant was cancelled only after he failed to deposit the remaining installments within the stipulated time despite issuance of notices. Thus, the cancellation was occasioned by the appellant's own default. The consequential refund of the deposited amount after deduction of 10% of the registration amount has been made strictly in terms of Clause 5 of the applicable rules and conditions, which formed part of the allotment scheme and were accepted by the appellant at the time of submission of his application. The appellant, having accepted the refunded amount, cannot be permitted to approbate and reprobate by challenging the very conditions governing the



scheme. Similarly, in the absence of any fault attributable to the respondents in cancellation of allotment, the claim for payment of interest on the refunded amount has rightly been rejected.

- 18** We are unable to accept the contention that the learned Single Judge failed to consider material aspects of the matter. On the contrary, the impugned order reflects due consideration of the clauses relied upon by the appellant and a proper appreciation of the contractual terms governing the parties. No arbitrariness, perversity or jurisdictional error is demonstrated so as to warrant interference in intra-court appellate jurisdiction.
- 19** For the foregoing reasons, we find no merit in the present writ appeal. The appeal is accordingly **dismissed**. No order as to costs.

**Sd/-**  
**(Ravindra Kumar Agrawal)**  
**Judge**

**Sd/-**  
**(Ramesh Sinha)**  
**Chief Justice**