

No. CHB/AO-V/2026/ 19941

Dated: 10/04/2026

**Speaking Order**

1. The Govt. of India, Ministry of Housing & Urban Affairs, New Delhi notified/launched the Affordable Rental Housing Complexes (ARHCs) for Urban Migrants/Poor, under Pradhan Mantri Awas Yojana(U) on 08.07.2020.

2. In reference to your Application Form No. 1375, the Dwelling Unit No. 2405, Maloya, UT, Chandigarh was allotted to Smt. Kalawati D/o Kadale Prashad vide this office allotment No. CHB/ARHCs/2020/1398 Dated 10.12.2020 on licence basis for a maximum period of 25 years under the Affordable Rental Housing Complexes Scheme (ARHCs).

3. As per Clause 10 of Deed of Licence, the licensee shall abide by the term and conditions of Deed of Licence and Affordable Rental Housing Complexes Scheme (ARHCs) and shall also abide by the provision of the Haryana Housing Board Act 1971, the Chandigarh Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1979 and the Capital of Punjab (Development & Regulation) Act, 1952.

4. The clause no. 2, 5, 9, 12 & 14 of the deed of licence states as under:-

**Clause 2:** "The licence fee is to be paid by the 10<sup>th</sup> Day of the month to which it relates" if the licensee fails to deposit licence fee on time the interest @12% p.a. will be levied for the delayed period, in addition to further action as per terms and conditions".

**Clause 5:** "The licensee shall not sublet, assign by the way of General Power of Attorney or otherwise part with possession of the flat."

**Clause 9:** "The licensee shall intimate to the Competent Authority within 30 days of the occurrence of any change in composition of family, failing which it shall be presumed that such additional member is not a member of the family of the licensee for the purpose of the Scheme."

**Clause 12:** "The licence shall be liable to be revoked in the event of contravention of any of the above Terms and Condition and of the Deed of Licence/Rent."

**Clause 14:** "The licensee shall handover peaceful vacant possession of the flat in good condition on surrender/expiry/cancellation/termination of the licence."

5. The details of various SCNs and Demand notices were given to the allottee/occupant due to non payment of monthly licence fee and the time given till 07.04.2026 to clear outstanding dues as shown in tabular form given below (in days):-

Sr. No.	Demand cum SCN No.	Date	No. of Days
1.	15045	20.06.2025	292
2.	22830	12.08.2025	239
3.	33276	24.10.2025	166
4.	43665	16.12.2025	113
5.	1861	09.01.2026	89
6.	16083	20.03.2026	19

6. Despite repeated notices and opportunities, the allottee failed to clear the outstanding dues. A personal hearing was fixed on 07.04.2026 at 09:30 AM before the undersigned. During the hearing, Smt. Asha (daughter) appeared on behalf of the licensee; however, no satisfactory justification was provided, and the outstanding dues amounting to ₹1,34,324/- (approx.) including interest remain unpaid.

7. Further, a complaint dated 09.01.2026 was received regarding unauthorized occupation/sale-purchase of the said dwelling unit. Pursuant to the complaint, inspections were conducted by the Enforcement

Wing, CHB on 16.02.2026 and 10.03.2026, wherein Smt. Meena W/o Sh. Shakil Ahmed was found residing in the flat. During inspection, she verbally stated that the flat had been purchased by her. During personal hearing, Smt. Asha also stated that the original licensee Smt. Kalawati is residing in her native village, which establishes that the allottee is not in possession of the dwelling unit.

8. From the above facts, it is evident that the licensee has parted with possession of the dwelling unit to a third party in violation of Clause 5 of the Deed of Licence. Further, no documentary evidence has been produced to justify such occupation. In addition, the licensee has failed to clear outstanding dues despite repeated opportunities. Therefore, both grounds i.e. unauthorized occupation and non-payment of licence fee stand conclusively established.

Accordingly, this order is being passed after considering all facts on record, inspection reports, and submissions made during personal hearing.

9. In view of the above facts and applicable provisions of the ARHC Scheme, the allotment of Dwelling Unit No. 2405, ARHCs, Maloya, Chandigarh allotted to Smt. Kalawati D/o Sh. Kadale Prashad vide allotment letter No. CHB/ARHCs/2020/1398 dated 10.12.2020 is hereby cancelled. The occupant is advised to hand over the physical possession to the Chief Engineer, CHB within 30 days from the issue of this order failing which he/she shall be evicted from the flat as per law.

To  
Smt. Kalawati D/o Sh. Kadale Prashad  
D.U. No. 2405,  
Maloya, Chandigarh

*AKM*  
*10/04/26*  
Secretary-cum-Competent Authority  
Under the Affordable Rental Housing  
Complexes Scheme (ARHCs)  
Chandigarh Housing Board  
Chandigarh

Endst. No. 19942

Dated: 10/04/2026

A copy is forwarded to the followings for information and necessary action:-

1. The Chief Engineer, CHB, Chandigarh.
2. The Enforcement Officer, CHB with a request to initiate the eviction Flat no. 2405, Maloya, Chandigarh, if allottee/occupant fails to handover/vacate the physical possession of Flat within prescribed time i.e. 30 days.
3. PA to Secretary, CHB for kind information.
4. The Chief Account Officer, CHB for information and further necessary action.
5. The Computer Incharge, CHB, Chandigarh.

*AKM*  
*10/04/26*  
Secretary-cum-Competent Authority  
Under the Affordable Rental Housing Complexes  
Scheme (ARHCs)  
Chandigarh Housing Board  
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