



2026:UHC:1227-DB

**IN THE HIGH COURT OF UTTARAKHAND**  
**AT NAINITAL**  
**HON'BLE THE CHIEF JUSTICE SRI MANOJ KUMAR GUPTA**  
**AND**  
**HON'BLE SRI JUSTICE SUBHASH UPADHYAY**  
**24<sup>TH</sup> FEBRUARY, 2026**  
**SPECIAL APPEAL No. 365 OF 2023**

Vishal and others. ....Appellants.  
Versus  
State of Uttarakhand and others. ...Respondents

Counsel for the appellants : Sri Rahul Consul, learned counsel.  
Counsel for the respondents : Ms. Rajni Supyal, learned Brief Holder for the State of Uttarakhand.  
Sri Nandan Arya, learned counsel for respondent Nos. 4 & 5.  
Sri I.D. Paliwal, learned counsel for respondent No. 6.

**JUDGMENT : (Per Sri Manoj Kumar Gupta, C.J.)**

1. The present intra-court appeal has been filed by the appellants, along with an Application seeking condonation of delay (IA No. 1 of 2023).
2. The delay in filing the present intra-Court appeal is not opposed by the learned counsel for the respondents.
3. Accordingly, the Application seeking condonation of delay in filing the present intra-Court appeal is allowed and the delay is condoned.
4. The present intra-Court appeal is directed against the order of the learned Single Judge dated 23.08.2023, by which Writ Petition (M/S) No. 1600 of 2022 titled as '*Vishal and others vs. State of Uttarakhand and others*' filed by the appellants praying for a writ of mandamus commanding the respondent authorities to



issue ownership certificate of the shops, which were allotted to them on hire-purchase basis has been disposed of.

5. The case of the appellants-writ petitioners is that a special scheme was launched in the year 1981 by the State of Uttar Pradesh for the welfare of persons belonging to Scheduled Castes, whereunder shops were allotted in their favour. The Scheme stipulated that fifty percent of the construction cost would be paid by the prospective allottee in installments and fifty percent of the cost was to be borne by the State Government. The appellants-writ petitioners have admittedly paid all the installments. On the basis of the allotments made in their favour, the appellants have entered into the Agreement dated 04.06.1983 and Clause 7 thereof stipulated that on payment of the installments by the allottee, he/she would acquire ownership over the shop subject to the conditions mentioned in Clauses (3) and (4). Clauses (3) & (4) of the Agreement are as follows:

*"(3) The allottee shall not be entitled to sell or lease out the shop to any other person and he will never do it.*

*(4) Whenever the allottee is not in the requirement of the shop, he shall return it to the department."*

6. Learned Single Judge has duly taken into consideration the aforesaid conditions and also Clause 7 of the Agreement, which provides for a deemed ownership in favour of the allottee upon deposit of the installments and has observed that upon deposit of the amount by the petitioners, they would be deemed to be owner



2026:UHC:1227-DB

of the shops subject to Condition Nos. 3 & 4. Learned Single Judge, in view of the aforesaid specific stipulations, has rightly observed that in absence of any provision for issuance of ownership certificate under the Agreement, no such direction can be issued. While making the aforesaid observation, the learned Single Judge has also noted the fact that there is no threat of dispossession of the petitioners, nor the respondents are claiming any ownership, but at the same time, the petitioners would not be entitled to sell or lease-out the shops and if the same is not required, the shops have to be surrendered back to the State Government.

7. The aforesaid stipulations were laid down in the Government Order and the Agreement with the objective of preventing the person who takes benefit of the Scheme from transferring the shop inasmuch as the shops were allotted at a price substantially lower than the market price prevailing at the relevant time.

8. Having regard to the aforesaid facts, we find no merit in the instant appeal. The same is, accordingly, rejected.

9. Pending application, if any, also stands rejected accordingly.

---

**MANOJ KUMAR GUPTA, C.J.**

---

**SUBHASH UPADHYAY, J.**

Dt: 24<sup>th</sup> February, 2026  
Rathour