

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.18604 of 2011**

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Kanak Lata Devi Widow Of Late Murari Saran Prasad R/O Housing Colony, L.I.G. Flat No. 81 (Chandwa), Ara, P.O.- Chandwa, P.S.- Ara, District- Bhojpur At Ara ..... Petitioner

Versus

1. Bihar State Housing Board, Bihar, Patna Through Its Managing Director  
2. Chairman, Bihar State Housing Board, Bihar, Patna  
3. Managing Director, Bihar State Housing Board, Bihar, Patna  
4. Revenue Officer, Bihar State Housing Board, Bihar, Patna  
5. Estate Officer, Bihar State Housing Board, Patna  
6. Executive Engineer, Bihar State Housing Board, Bhojpur At Ara  
..... Respondents

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**Appearance :**

For the Petitioner : Mr. Sanjay Kumar & Rahul Nath,  
Advocates

For the Board : Mr. Ram Kishore Singh, Advocate

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**CORAM: HONOURABLE MR. JUSTICE SAMARENDRA PRATAP SINGH**  
**ORAL ORDER**

4      13-07-2015                      The petitioner prays to quash Letter no. 1057 dated 7.2.2011 issued by respondent no.4 raising a demand of Rs.1,72,283.69 as outstanding dues up to February, 2011 for executing a registered deed of LIG House No.81 (Phase II) in favour of the allottee (petitioner).

The undisputed facts of the case are as follows:-

The petitioner was allotted a house/flat, namely, LIG House No.81 (Phase II), Mohalla Dalpatpur, post office Chandwa, Police Station Nawada, TownAra, district Bhojpur. On the basis of Higher Purchase Agreement executed between the parties, the agreement was registered on 14.6.1999 vide deed no. 6802/6705. Full cost of the flat was Rs.92,340/-. The

petitioner made initial deposit of Rs.18,468/- and he was required to pay as installment of Rs.1169.30 beginning from 1<sup>st</sup> June, 1999 in 120 monthly equal installments. However, a sum of Rs.1060 only was payable in case of payment being made by 6<sup>th</sup> of respective month by granting rebate.

The case of the petitioner is that he has already paid a sum of Rs.1,29,060/- in place of Rs.1,27,200/- by January, 2009. He is aggrieved by letter dated 3.2.2011 by which total cost of the house has been determined to be Rs.1,72,283.69/- up to February, 2011.

The Housing Board has filed counter affidavit. In paragraph 11 it states that as per Clause 4(a) of the Hire purchase Agreement only tentative cost was indicated in 1999 and the petitioner is liable to pay the final cost. The Board in paragraph 13 states that the petitioner may approach the Pricing Committee constituted as per direction of the Division Bench of this court.

It is true that the tentative cost of the house as per Hire purchase Agreement was indicated in 1999 but in my view the final cost ought to have been indicated to the petitioner no sooner the last installment was paid by him, within a reasonable time of two to four months. Any communication of final cost of

the house/flat made belatedly after such a long time as is situation in the instant case, once all the installment were paid by her, would be unreasonable and violative of Articles 14 and 16 of the constitution. The Board would not be entitled to escalation of price accruing after payment of last installment on January, 2009 and issuance of the final cost demand vide letter dated 3.2.2011. The amount of Rs.1,72,283/- ought to be reduced proportionately.

The petitioner is at liberty to file a representation in this regard before the Pricing Committee of the Board who would look into the matter, and dispose of the same within three months thereof.

The writ petition is thus disposed of.

**(Samarendra Pratap Singh, J)**

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