

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No. 14545 of 2015

Date of Decision: 22.7.2015

Park View Delight Apartments Residents Welfare Association,
Dharuhera, Rewari

....Petitioner.

Versus

The State of Haryana and others

...Respondents.

**CORAM:- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL.
HON'BLE MRS. JUSTICE REKHA MITTAL.**

PRESENT: Mr. Sushil Jain, Advocate for the petitioner.

AJAY KUMAR MITTAL, J.

1. In this writ petition filed under Articles 226/227 of the Constitution of India, the petitioner has prayed for issuance of a writ in the nature of mandamus directing respondents No.1 to 4 for taking punitive action against respondent No.5 as it had failed to complete the basic amenities, i.e. electricity connection, sewerage connection, water supply and further common facilities as agreed in the Flat Buyers Agreement. Further, a direction has been sought to respondents No.1 to 4 to take appropriate necessary legal action on the representation/reminder made by the petitioner.

2. Respondent No.5 floated residential residential apartments/flats and the members of the petitioner-Association had purchased the same by entering into Flat's Buyers Agreement (Annexure P-2). At the time of handing over the possession, number of basic

amenities, i.e. DHBVNL electricity supply, facility of Government water supply, sewerage connection, lift facility, club house, parking etc. have not been provided. The individuals/members of the petitioner-Association have been given the possession without occupation certificate and in this way, respondent No.5 had committed a fraud/cheating upon the members of the petitioner. When respondent No.5 failed to take any action in providing the basic amenities and to comply with the terms and conditions of the agreement, Annexure P-2, the petitioner made a request to do the needful. Respondent No.5 entered into a maintenance agreement with the members of the Association wherein a new company, namely, Park View Facilities Pvt. Ltd. had been handed over the maintenance of the society made by the builder. After that, number of problems started and the members of the petitioner pointed out the deficiencies, increasing of maintenance rate and related issues but no satisfactory solution has been made. The petitioner met with the officials of respondent No.5 with regard to the deficiencies/non-providing of basic amenities, but to no effect. They also sent an email dated 9.6.2014 (Annexure P-4) in this regard. When the authorized representative of respondent No.5 failed to redress the grievances of the petitioner, the petitioner made a complaint, Annexure P-5, to the President of respondent No.5. Another complaint dated 17.5.2013 (Annexure P-6) was sent to respondent No.5 for removal of facility provider Mr. Ashok Nigania. The petitioner sent a letter dated 16.10.2014 (Annexure P-7) to respondent No.5 for supply of flatwise details of electricity and diesel generator set charges of two months, i.e. July and August, 2014 to verify the figures. To resolve the controversy, a meeting was conducted between the petitioner and the representative of

respondent No.5 and the petitioner pointed out the issues vide letter dated 8.11.2014 (Annexure P-8). Thereafter, various meetings were held but to no effect. When respondent No.5 offered the possession of the flats to the individual/members of the petitioner, at that time, he was not having any electrical supply for domestic purposes as he was getting electricity as commercial connection which is connected with the agriculture feeder. The petitioner made a request to respondent No.5 for proper supply of electricity for 24 hours as agreed in the agreement, Annexure P-2. Respondent No.5 agreed to provide the electricity to the members of the petitioners for 24 hours by installing a generator set and the other electric supply from the agriculture feeder would be shared by the builder to the tune of 80% and 20% would be borne by the residents/flat holders. Respondent No.5 further get the electricity connection after approval on 14.8.2012 of electrification plan from DHBVN, Hisar. In the approval letter dated 14.8.2012 (Annexure P-10), it was mentioned that the developer shall give possession and transfer the land of proposed 33 KV GIS Sub Station within three months otherwise approval would be cancelled automatically. Respondent No.5 had given the possession to the flat holders in 2011-12 without providing any facility for drinking water to be provided by the local authorities as well as the sewerage connection to be provided by HUDA. The petitioner moved an application under the Right to Information Act, 2005 seeking information with regard to date of application for sewerage connection made by the builder wherein they got information vide letter dated 14.1.2015 (Annexure P-11) that the builder had made a request to the Executive Engineer, HUDA Division, Rewari for providing sewerage connection for Group Housing Society, namely, Parkview Delight Dharuhera. The

petitioner made a representation dated 24.12.2014 (Annexure P-12) to respondent No.3 for taking legal action against respondent No.5, but to no effect. Thereafter, the petitioner sent a reminder dated 19.3.2015 (Annexure P-13) to respondent No.3, but no response has been received till date. Hence, the present writ petition.

3. Learned counsel for the petitioner submitted that for the relief claimed in the writ petition, the petitioner has moved a representation dated 24.12.2014 (Annexure P-12) followed by reminder dated 19.3.2015 (Annexure P-13) to respondent No.3, but no action has so far been taken thereon.

4. After hearing learned counsel for the petitioner, perusing the present petition and without expressing any opinion on the merits of the case, we dispose of the present petition by directing respondent No.2 to take a decision on the representation dated 24.12.2014 (Annexure P-12) followed by reminder dated 19.3.2015 (Annexure P-13), in accordance with law by passing a speaking order and after affording an opportunity of hearing to the petitioner within a period of three months from the date of receipt of certified copy of the order.

(AJAY KUMAR MITTAL)
JUDGE

July 22, 2015
gbs

(REKHA MITTAL)
JUDGE