

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Civil Writ Petition No.21441 of 2015
Date of Decision: November 05, 2015

Harpreet Kaur

....Petitioner

versus

State of Punjab and others

.....Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT.
HON'BLE MR.JUSTICE P.B.BAJANTHRI.

Present: Mr.H.S.Dhindsa, Advocate, for the petitioner.

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1. Whether Reporters of Local papers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

Surya Kant, J. (Oral)

The petitioner was allotted an apartment in 'Purab Premium Apartments Scheme-I', Sector-88, SAS Nagar Mohali being successful in the draw of lots. The Letter of Intent dated 22.05.2012 (P-2) was issued and pursuant thereto, she had been depositing the due installments after availing loan facilities from the Bank. It may be mentioned at this stage that besides the schedule of payment of installments, Clause-3 (II) of the Letter of Intent (P-2) stipulates as follows:-

“..3. Ownership and Possession.

(II) Possession of apartment shall be handed over after completion of development works at site in a period of 36 months from the date of issuance of Letter of Intent. In case for any reason, the Authority is unable to deliver the possession of apartments within stipulated

period, allottee shall have the right to withdraw from the scheme by moving an application to the Estate Officer, in which case, the Authority shall refund the entire amount deposited by the applicant alongwith 8% interest compounded annually. Apart from this, there shall be no other liability of the Authority....”

(emphasis applied)

[2] The petitioner's grievance is that the apartments are incomplete even as on date and since the authorities failed to deliver possession within the stipulated period and she was being burdened with heavy interest by the bank from where she availed the loan facilities, she had no choice except to withdraw from the Scheme. She thus moved an application to this effect to the Estate Officer, GMADA but her grievance is that vide the impugned order dated 23.06.2015/29.07.2015, 8% interest has been paid only for the period w.e.f. 22.05.2015 to 27.07.2015 and not from the date of allotment.

[3] Claiming that she is entitled to interest from the date of issue of Letter of Intent dated 22.05.2012, one of the petitioner's contention is that there is an apparent typographical error in the impugned order where 8% interest has been counted from “22.05.2015” instead of “22.05.2012”. It is further stated that the apartments are still incomplete and there is an acknowledgment to this effect by GMADA in its recent advertisement. On this premise, the petitioner asserts that she would submit a supplementary representation to the authorities to modify the impugned order and to consider her claim for 8% interest w.e.f. 22.05.2012 instead of 22.05.2015.

[4] Having heard learned counsel for the petitioner and considering the above-mentioned submissions, we dispose of this writ petition without expressing any views on merits with a direction to the Estate Officer (Housing) GMADA, SAS Nagar Mohali that if the petitioner submits such a representation for modification of the impugned order, let the same be considered objectively uninfluenced of the reasons assigned in the previous order and let the same be decided by passing a fresh speaking order within a period of three months from the date of its submission.

[5] Ordered accordingly.

[6] Dasti.

[SURYA KANT]
JUDGE

November 05, 2015
mohinder

[P.B.BAJANTHRI]
JUDGE