

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP No.25978 of 2013

Date of decision:27.1.2015

Bhadur Singh @ Bahadur Singh

....Petitioner

VERSUS

**Greater Mohali Development Authority, GMADA and another
.....Respondents**

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA

HON'BLE MR. JUSTICE HARI PAL VERMA

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?

Present: Mr. Pritam Saini, Advocate for the petitioner.

Mr. Sanjeev Patiyal, Advocate for respondents.

HEMANT GUPTA, J.(Oral)

The petitioner claims that he has deposited excess amount in respect of plot measuring 150 square yards in respect of which the petitioner was the highest bidder in an auction held on 03.09.2008. Though, the petitioner has not prayed in the writ petition but in para 7, the petitioner has made a grievance in respect of construction charges allegedly claimed on account of late completion of construction.

In pursuance of auction conducted on 03.09.2008, Plot No.1014, Sector 68, Urban Estate, S.A.S. Nagar, Mohali, was allotted to the petitioner having given bid of Rs.81,06,000/-. The petitioner deposited 25% of the total sale price i.e. Rs.20,26,500/- whereas the balance 75% was payable either in lump sum without interest within 60 days or in six half-yearly equated installments along with interest at the rate of 12% per annum. A letter of allotment dated 30.10.2009

(wrongly mentioned as 30.12.2009) was issued to the petitioner. A copy of the same has been appended by the petitioner as Annexure P-1.

It has come on record that the petitioner vide Annexure R-1 dated 12.02.2009, conveyed that he does not want to retain the plot and also requested for refund of the amount deposited. However, on 28.07.2009, the petitioner withdrew his earlier communication seeking to withdraw the amount deposited. It is, thereafter, a regular letter of allotment was issued on 30.10.2009.

The grievance of the petitioner is that the respondents are claiming interest on the balance 75% of the amount from the date of auction whereas the letter of allotment itself gives liberty to the petitioner to deposit the balance 75% amount within 60 days from the date of issuance of letter of allotment. Thus the petitioner, having deposited the payment as per the letter of allotment, is entitled to refund of the excess amount deposited towards interest.

We have heard learned counsel for the parties and find no merit in the present writ petition. The letter of allotment itself stipulates that first installment of the remaining 75% amount became due after one year from the date of auction. The schedule mentioned in para 4 of the letter of allotment gives the due date of installments i.e. first installment falling due on 03.09.2009 i.e. after expiry of one year from the date of auction. Once the petitioner has given highest bid, he is liable to pay balance 75% amount after the letter of allotment is issued but the interest is payable from the date of auction in terms of the condition of letter of allotment. It is the petitioner who changed his mind twice firstly requesting for withdrawal of the

amount and then sought withdrawal of his earlier communication for withdrawal of the allotment. The interest liability will not stand deferred from the date of issuance of letter of allotment.

Thus, we do not find that any excess amount has been paid by the petitioner which is required to be refunded to the petitioner.

However, the grievance in respect of construction charges, we find that the reply of the respondents is vague. Therefore, we permit the petitioner to submit a representation for waiver of the late construction charges which shall be considered by the respondents in accordance with law.

The present writ petition is disposed of accordingly.

(HEMANT GUPTA)
JUDGE

JANUARY 27, 2015
‘D. Gulati’

(HARI PAL VERMA)
JUDGE