

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

CWP No.4356 of 2015

Date of decision:23.3.2015

Kanwar Sen and others

....Petitioners

VERSUS

Haryana Urban Development Authority and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA

HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Arvind Kumar Yadav, Advocate for the petitioners.

HEMANT GUPTA, J.(Oral)

The petitioners have claimed a writ in the nature of mandamus directing respondent No.1 i.e. Haryana Urban Development Authority (for short 'HUDA') to pay difference of interest i.e. 4.5% on Earnest Money Deposit loan availed by the petitioners from the Bank since the process of finalizing the draw of plots of Sector 32 and 33, Karnal has been stayed by this court.

The grievance of the petitioners is that the petitioners applied for allotment of plots by availing financial assistance from nationalized Bank which is charging 10% interest per annum from the petitioners. On the other hand, HUDA is bound to pay 5.5% interest per annum for the delay in making allotments in terms of the conditions contained in brochure. Thus, the petitioners are entitled to make 4.5% interest, which the HUDA is getting on the amount deposited by the petitioners.

There are two independent transactions of the petitioners i.e. one with HUDA inviting applications against which the petitioners applied for plots. The scheme contemplated that the applicants shall be entitled to interest at the rate of 5.5% if the process of allotment is not completed in a specified time-frame. On the other hand, the petitioners have entered into a separate transaction with the Bank to finance the earnest money payable to HUDA. It is a banking transaction for which the petitioners are liable to pay 10% interest per annum. The two transactions are independent. Simply because the petitioners are liable to pay more interest does not entitle them to claim the same rate of interest from HUDA. The petitioners were aware of the terms of allotment when they responded to the advertisement. The petitioners having consented to such terms while submitting the applications, cannot turn around to say that they shall be entitled to difference between the bank interest and the interest stipulated to be paid by HUDA.

We do not find any reason to interfere in the present writ petition.

Dismissed.

(HEMANT GUPTA)
JUDGE

MARCH 23, 2015
'D. Gulati'

(LISA GILL)
JUDGE