

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

DATE OF DECISION: JULY 23, 2015

**NICER Green Housing & Infrastructure Developers Ltd., Ferozepur City
and another**

.....Petitioners

VERSUS

**The Chairman, Permanent Lok Adalat, Public Utility Services, Sirsa,
District Sirsa and another**

....Respondents

CORAM:- HON'BLE MR.JUSTICE AUGUSTINE GEORGE MASIH

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

Present: Mr. Satbir Gill, Advocate,
for the petitioners.

AUGUSTINE GEORGE MASIH, J. (ORAL)

It is the contention of counsel for the petitioners that as per the contract entered into between the parties, copy of which has been appended as Annexure P-2, the refund could be sought for only after expiry of 12 months from the due date of last installment. There was a clause of deduction as well, which has not been taken into consideration by the Permanent Lok Adalat while passing the Award dated 19.05.2014 (Annexure P-6).

This contention of counsel for the petitioners cannot be accepted in the light of the fact that the Permanent Lok Adalat has dealt on this aspect in Para 8, where this aspect has been taken note of and it has been observed that the scheme could not be continued because of the letter

issued by the Security and Exchange Board of India (SEBI), copy whereof was appended as Exhibit P-15 before the Permanent Lok Adalat, according to which, the petitioners were stopped from collecting the money directly or indirectly from the investors under the plan/scheme, which was in operation. Therefore, there was no question of waiting till the maturity of the scheme, as has been asserted by counsel for the petitioners. He has contended that the scheme started in the year 2007 and it would come to an end on 31.07.2017 on expiry of 10 years. Respondent No.2 cannot be forced to wait till 2017, when the Scheme cannot be operated as per the letter issued by SEBI referred to above.

In this situation, it cannot be said that the terms which have been mentioned in the scheme, Annexure P-2, would in any manner impede the refund of the amount as claimed by respondent No.2. A perusal of the award leaves no manner of doubt that the same has been passed after considering each and every aspect of the matter and there is no illegality in the said award, which would call for any interference by this Court.

In view of above, finding no merit in the writ petition, the same stands dismissed.

July 23, 2015
khurmi

(AUGUSTINE GEORGE MASIH)
JUDGE