

HONOURABLE SRI JUSTICE A.RAMALINGESWARA RAO

WRIT PETITION No.9459 of 2008

ORDER:

1. The petitioner was allotted a quarter bearing No.7 in category MIG under HUDCO Hire Purchase Scheme in Shamshabad for a consideration of Rs.40,800/- by a letter of allotment dated 11.02.1986 of the respondent. As per the said letter of allotment, he was asked to pay the said amount in 40 quarterly instalments at the rate of Rs.1328/-. He was also asked to pay initial deposit amount of Rs.8,160/-, which was paid on 10.03.1986. Thereafter, he paid only one instalment of Rs.1328/- on 19.09.1988. Since the petitioner failed to pay the subsequent instalments, the allotment was cancelled and the same was communicated to the petitioner by letter dated 02.09.1994. When another letter was issued on 15.09.1998 asking the petitioner to pay a sum of Rs.1,28,970/- towards balance cost of the house, the petitioner did not comply with the same. Now, the present writ petition is filed challenging the action of the respondent in not receiving the balance sale consideration in respect of quarter No.7 MIG.

2. A counter-affidavit was filed by the respondent admitting the allotment of the house No.7 MIG in Phase-I on HP installment basis in favour of the petitioner pursuant to a notification issued on 16.01.1986. The area of the building is 98.00 square meters and the sale price of the house was fixed at Rs.40,800/-. The initial deposit

amount payable was Rs.8,160/- and the quarterly instalments have to be paid at the rate of Rs.1,328/- for 40 instalments. As per the terms and conditions of allotment, the petitioner has to pay the initial deposit amount of Rs.8,160/- before 10.03.1986 and execute a lease-cum-sale agreement within one month and the first instalment shall be paid before 30.06.1986. The petitioner paid the initial deposit amount on 10.03.1986, but failed to produce the lease-cum-sale agreement and also remittance of the 1st instalment. Several notices were issued to the petitioner on 21.04.1987, 17.12.1987, 07.05.1988 and 02.08.1988 for production of the lease-cum-sale agreement and also for payment of HP instalments. But, the petitioner paid only an amount of Rs.1,328/- on 19.09.1988 towards the 1st instalment. Thereafter, five notices were issued on 31.12.1988, 26.05.1990, 01.12.1992, 26.07.1993 and 31.03.1994. But, the petitioner did not comply with the same and finally the allotment was cancelled by passing an order of cancellation on 02.09.1994 duly forfeiting the amounts paid by the petitioner. However, a final opportunity was given to the petitioner on 30.09.1998 to pay the amount of Rs.1,28,970/- and the petitioner was asked to pay the said amount by a letter dated 15.09.1998. In spite of the same, the petitioner did not pay the amount.

3. The present writ petition was filed in 2008 and the first instalment was paid on 19.09.1988. The petitioner did not pay the amount of Rs.1,28,970/- in spite of the letter of the respondent dated

15.09.1998. The present writ petition for accepting the payment of the amount after 20 years of initial payment of the 1st instalment cannot be entertained, more so, when an order of cancellation was passed on 02.09.1994.

4. The Writ Petition is accordingly dismissed. However, this order will not prevent the petitioner from making a representation to the Hyderabad Metro Development Authority, which is a successor to the respondent, and the authority considering the same. No order as to costs. Miscellaneous petitions, if any, pending shall stand closed.

08-11-2016
Gsn



A.RAMALINGESWARA RAO, J