

C.O.C.P. NO.3395 OF 2013 (O&M)

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

**C.M. NO.25327 CII OF 2013 &
C.O.C.P. NO.3395 OF 2013**

DATE OF DECISION: OCTOBER 19, 2016

Brij Lal Garg

.....Petitioner

VERSUS

A.K.Singh and another

....Respondents

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

Present: Mr. Sanjiv Gupta, Advocate,
for the petitioner.

Mr. Deepak Balyan, Advocate,
for the respondents.

AUGUSTINE GEORGE MASIH, J. (ORAL)

C.M. NO.25327 CII OF 2013

Application is allowed subject to all just exceptions.

Exemption is granted from filing certified copies of the documents.

C.O.C.P. No.3395 of 2013

Petitioner has approached this Court, alleging non-compliance of the order passed by this Court in Civil Writ Petition No.12126 of 2007 (Brij Lal Garg Vs. Haryana Urban Development Authority and another).

However, a perusal of the said judgement would show that apart from the said writ petition, another writ petition i.e. Civil Writ Petition No.14139 of 2007 (Kamla Narwal and another Vs. Haryana Urban Development

Authority), which was filed by the original owner, were disposed of together. It is apparent from the pleadings that the petitioner was purchaser of property D.S.Suit No.18 and SCO Site No.131 Mahila Ashram Complex, Karnal through General Power of Attorney from its original allottee, Sh.Narinder Pal Singh, Smt.Kamlesh Garg and Smt.Aruna. Some amount was paid by the allottees at the time of allotment and the remaining amount was to be paid either in lump-sum without interest within 60 days or in instalments.

The Division Bench of this Court finally allowed the writ petition and the impugned order dated 09.07.2007 was set-aside. The claim made by the respondents with regard to compound interest on the delayed payment was held to be unreasonable and arbitrary and further that they could not ask for compound interest on the enhanced amount of compensation. A direction was, thus, issued to the respondents to calculate the interest on the delayed payment of instalments/additional price of the property in question by applying the current rate of interest, which means the highest of the maximum rate at which interest may be paid on different classes of deposits by different classes of scheduled banks in accordance with the directions issued to the banking companies by the Reserve Bank of India under the Banking Regulation Act, 1949. It was further observed that it would necessarily exclude the rate of interest on the accounts maintained in saving or those maintained by charitable or religious institutions. Petitioner having already deposited the demanded amount under protest, the same was to be set off as per the law and calculations to be made accordingly. In case the respondents find that excess payment has been made by the petitioner, the same was to be refunded to him within a period

of two months from the date of receipt of copy of the order. It was further clarified that no penalty can be charged from the petitioner on account of delayed payment of instalments/additional price. However, the respondents shall be entitled to deduct any other amount due to them. With these observations, the writ petitions were disposed of.

It is contended by learned counsel for the respondents that C.O.C.P. No.2654 of 2012 was preferred by Kamla Narwal and another against the then officers holding the posts, which was disposed of by this Court vide order dated 25.09.2013, wherein it was mentioned that since reallotment letter has been issued and excess paid amount has been refunded to the petitioners, they did not want to press the petition. He, on the basis of this order, contends that in the contempt, which was preferred by Kamla Narwal and another, who were also the petitioners in Civil Writ Petition No.14319 of 2007, which was disposed of by a common order dated 06.12.2008 (Annexure P-1), the excess amount of ₹3,33,871/- has been refunded.

Counsel for the petitioner, on the other hand, contends that they were mandated to refund the amount within a period of two months from the date of receipt of copy of the order. However, they have now refunded the amount on 18.10.2016 and, thus, the petitioner is entitled for grant of interest on delayed payment.

This plea of counsel for the petitioner cannot be accepted in the contempt petition in the light of the fact that the writ Court has not granted any interest on the amount of refund except for the calculations, which were to be made as detailed therein. Counsel for the petitioner could not dispute the fact with regard to the calculations, which have been made by the

respondents. It is only with regard to the interest that he is agitating. Since no benefit has been granted in the writ petition, this Court, in the contempt, will not be in a position to grant the said claim to the petitioner. However, the petitioner may avail of his remedy in accordance with law, if permissible.

As regards the refund of amount of ₹3,33,871/- to Smt.Kamla Narwal and another in C.O.C.P. No.2654 of 2012, counsel for the petitioner asserts that there is an affidavit given by them on 27.04.2007 that the excess amount, if any, be refunded to the petitioner but this plea again cannot be accepted in the light of the fact that it is only in the contempt petition, which was preferred by Kamla Narwal and another that the respondents had made the payment to her. The petitioner, if aggrieved, may avail of his remedy in accordance with law.

With these observations, the present contempt petition stands disposed of.

Rule issued against the respondents stands discharged.

October 19, 2016
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(AUGUSTINE GEORGE MASIH)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No