

In the High Court of Punjab and Haryana at Chandigarh

**C.W.P. No. 5226 of 2016
Date of Decision: March 18, 2016**

Landmark Apartments Pvt. Ltd.

... Petitioner

Versus

Permanent Lok Adalat (Public Utility Services), Gurgaon and another

... Respondents

**CORAM: HON'BLE MR. JUSTICE PARAMJEET SINGH
DHALIWAL**

Present: Mr. Pankan Jain, Advocate,
for the petitioner.

Paramjeet Singh Dhaliwal, J. (Oral)

Instant writ petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of certiorari quashing the impugned award dated 28.05.2015 (Annexure P/1) passed by respondent no.1 – Permanent Lok Adalat (Public Utility Services), Gurgaon whereby application under Section 22-C of the Legal Services Authority Act, (hereinafter referred to as the “Act”) filed by respondent no.2 has been allowed.

Brief facts of the case are that respondent no.2 filed a complaint under Section 22-C of the Act on the ground that she applied for allotment of Executive Suite Unit-54 under Project Land Mark Cyber Park, Sector 67, Gurgaon. A Memorandum of Understanding dated 05.05.2010 was entered between the parties. The total cost of the above mentioned suite was paid by respondent no.2 in full and the petitioner has to pay a sum of Rs.14,250/- to respondent no.2 every month till the physical possession of the said suite is

delivered to respondent no.2. As per terms and conditions notified for allotment of suites, the possession has to be delivered within 36 months from the date of signing of the agreement and in the event of failure to pay monthly installment, the petitioner has to pay interest, loss and damages suffered by respondent no.2. Meaning thereby, the time was essence of the contract. The petitioner has failed to complete the construction in the stipulated period and deliver the possession of the allotted suites to respondent no.2. The petitioner had to deliver the possession on or before 05.07.2013. The petitioner has stopped the payment of monthly amount of Rs.14,250/- since more than one year. Thereafter, respondent no.2 approached the Permanent Lok Adalat (Public Utility Services), Gurgaon. The Permanent Lok Adalat (Public Utility Services), vide award dated 28.05.2015 (Annexure P/1) allowed the application filed by respondent no.2. Hence, the instant writ petition.

I have heard learned counsel for the petitioner and perused the record.

Learned counsel for the petitioner does not dispute that the matter is covered under the Housing and Estate notification notified by the State of Haryana. Accordingly, the Permanent Lok Adalat has jurisdiction to decide the issue involved in the present case. Learned counsel is also not disputing that as per Memorandum of Understanding between the parties the petitioner was liable to pay to respondent no.2 an amount at the rate of Rs.14,250/- per month w.e.f. July 2013 with interest at the rate of 9% from the date of MOU till delivery of possession of the suite to respondent no.2. It is admitted that upto July, 2013, the petitioner has paid Rs.14,250/- per month, but the amount has not been paid after July, 2013. The Permanent

Lok Adalat, after considering the evidence on record, has recorded a finding as under:-

“6. Resultantly, the respondent company is directed to pay arrears of assured return to the applicant @ Rs.14,250/- per month w.e.f. July 2013 with interest @ 9% per annum till the date of actual payment. It is further clarified that the respondent will go on paying the assured return at the aforesaid rate of Rs.14,250/- per month till the execution of the sale deed of the unit in favour of the applicant or delivery of possession of that unit to the applicant. However, the applicant will be liable to pay the total amount of IDC and EDC demanded from her by the applicant [sic-respondent company] as an when the sale deed is executed in her favour or the possession of the unit is delivered to her. The application is disposed off accordingly....”

Question of jurisdiction is not in dispute since the State of Haryana has already notified that this is covered under the Housing and Estate. The Permanent Lok Adalat has rightly passed the award on the basis of the Memorandum of Understanding.

In view of above, I do not find any illegality or perversity in the impugned award.

Dismissed.

March 18, 2016
vkd

[Paramjeet Singh Dhaliwal]
Judge