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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 10863/2015 & C.M. No.27980/2015**

H.P. NANDA Petitioner
Through: Mr. Rajiv Vig, Advocate with petitioner
in person.

versus

ASSISTANT REGISTRAR COOPERATIVE SOCIETIES AND
ANR Respondents
Through: Mr. Gautam Narayan, ASC, GNCTD with
Ms. Shruthi Parasa, Advocate.
Mr. Rajesh Tyagi, Advocate for R-2.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA
HON'BLE MS. JUSTICE SUNITA GUPTA

ORDER
15.09.2016

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1. The matter was adjourned yesterday to enable the parties to interact and resolve and settle their differences as we perceived that the gap between what the petitioner was stating and what the respondent Cooperative Society was asserting was limited and narrow.

2. We are happy to record that the parties have entered into an agreement/settlement, terms of which we would like to first record.

(a) The petitioner would pay an amount of Rs.91,250/- towards arrears of monthly maintenance charges.

(b) On the aforesaid amount, the petitioner would pay lump sum interest of Rs.1 lac which comes about 12 per cent per annum.

(c) The petitioner will also pay Rs.500/- as water tank cleaning and repair charges, Rs.1,500/- as arrears of DVB and Rs.510/- as

insurance charges.

(d) The petitioner is liable to pay ground rent @ Rs.181/- per annum to the Delhi Development Authority. The Cooperative Society will write a letter to the petitioner informing him about the said rate of ground rent. It will be open to the petitioner to deposit the arrears of ground rent along with interest with the Delhi Development Authority.

3. There is dispute as to whether the petitioner had paid Rs.4,260/- on account of road construction. The arbitrator had decided this issue against the petitioner. The petitioner, however, relies upon the statement of accounts dated 31.3.1987 wherein it is indicated that this amount had been paid.

4. The petitioner as a gesture of goodwill and to buy peace of mind and in the spirit of cooperation states that he will make *ad hoc* payment of Rs.15,000/- to the Cooperative Society. This amount would also take care of any arrears of water and common electricity charges upto June, 2016.

5. The petitioner had deposited a sum of Rs.1,50,000/- as an interim payment in terms of the order dated 27.11.2015. The said amount would be adjusted against the amount due and payable by the petitioner as noted above. The petitioner would make balance payment within seven days from today. On the said payment being made, the respondent Society will withdraw their execution petition. The said payment made would be in full and final settlement and no further amount shall be due and payable by the petitioner to the Cooperative Society in terms of the award or towards the maintenance charges as on 30.9.2016 and towards common electricity and water charges as on 30.6.2016. On receipt of

the said payment, the respondent Cooperative Society shall issue a 'No Due Certificate' to the petitioner.

6. The petitioner has stated that he being a member of the Cooperative Society is conscious of his obligations and would pay the maintenance as well as water and common electricity charges from time to time as are payable by the other members of the Society.

7. The Secretary and the President of the Cooperative Society, who are present in court, appreciate the gesture and statement made by the petitioner. They state that the petitioner as a member of the Cooperative Society is their close associate and a neighbour.

8. We clarify that the settlement arrived at is in the peculiar facts and circumstances of the present case. The respondent have informed that as per the General Body Meeting of the Cooperative Society held on 8.5.2016, it has been decided that future defaults would carry an interest @ 15 per cent per annum. This court is not commenting upon the said resolution.

9. With these directions, the writ petition stands disposed of.

Dasti.

SANJIV KHANNA, J.

SUNITA GUPTA, J.

SEPTEMBER 15, 2016
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