

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

WRIT PETITION No. 17826 of 2006

ORDER:

Heard learned counsel for the petitioner and learned Standing Counsel for the respondent.

The petitioner states that she was allotted LIG Flat bearing No.17/9, Phase-III, APHB Colony, Kukatpally, Hyderabad under second allotment on Hire Purchase Scheme in the year 1989 for an amount of Rs.38,000/-. She has been paying the instalments regularly as per the revised tentative cost intimated to her from time to time. As per the said Scheme, after payment of the entire amount, the respondent has to register the flat in the name of the person, who paid the entire amount. It appears that the respondent in the year 2001, reduced the cost of the LIG Flat from Rs.38,000/- to Rs.33,700/- for the first allottees. However, in the case of subsequent allottees, the said reduction was not considered. When she came to know about the same, she requested the respondent to reduce the final cost on par with the first allottees, but her request was not acceded to. When the respondent demanded an amount of Rs.36,971/-, the petitioner stated that if the benefit which was given to the first allottee was given to her, she is liable to pay only Rs.10,000/- and in view of the dispute, she stopped paying the instalments from 01.07.2003. Since the petitioner stopped paying the instalments, she was directed to pay penal interest along with the balance amount. She submitted representations on 25.07.2005 and 22.08.2005 for

reduction of final cost. When the respondent failed to consider her representations, she filed W.P.No.23356 of 2005 and the same was disposed of on 31.10.2005 directing the respondent to consider the representation of the petitioner, dated 22.08.2005, and pass orders within a period of eight weeks. Thereafter, the representation of the petitioner was rejected by order, dated 03.12.2005, and she was directed to pay an amount of Rs.27,356/-. In spite of the order of rejection, she submitted a representation which prompted the respondent in issuing a notice on 18.05.2006 asking her to show the reason within fifteen days for not cancelling the allotment made in her favour. She submitted reply on 04.06.2006 and enclosed a demand draft for a sum of Rs.10,000/- and stated that she paid a sum of Rs.54,553/- more than the amount that was already collected from the first allottees. However, when a notice, dated 22.07.2006, was issued to the petitioner intimating cancellation of the allotment and asking her to vacate the premises and handover the same, the present writ petition is filed.

The other details with regard to the present case are not necessary in view of the disposal of the writ petition in the following terms.

On earlier occasion, when the case was taken up for consideration, the respondent was directed to produce a calculation sheet with regard to the outstanding amount of the petitioner. Today, learned Standing Counsel for the respondent

has produced before this Court the calculation sheet, wherein the respondent now demanded an amount of Rs.48,619/- including interest, tax on interest and other charges and directed the petitioner to pay the said amount on or before 31.07.2017. Since the calculation sheet was furnished only today, learned counsel for the petitioner sought some more time to pay the said amount. Learned Standing Counsel expressed no objection for receiving the said amount and registering the flat in the name of the petitioner.

In view of the consent expressed by both the learned counsel, the petitioner is directed to pay an amount of Rs.48,619/- to the respondent by way of demand draft on or before 31.08.2017 and on receipt of the same, the respondent shall execute a registered sale deed in favour of the petitioner.

The writ petition is accordingly allowed setting aside the impugned notice.

Miscellaneous petitions, if any, pending in this writ petition shall stand closed. There shall be no order as to costs.

A.RAMALINGESWARA RAO,J

Dt:11.07.2017

Note: Issue cc in one week.

kdl

