

HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-2749-2016

Date of Decision: March 21, 2017

Suman Gupta

.....Petitioner

Versus

Haryana Urban Development Authority and others

.....Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT
HON'BLE MR. JUSTICE SUDIP AHLUWALIA

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| 1. | To be referred to the Reporters or not? | Yes/No |
| 2. | Whether the judgment should be reported in the Digest? | Yes/No. |
| 3. | Whether Reporters of local papers may be allowed to see the judgment? | Yes/No |

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Present: Mr.Manpreet Singh Longia, Advocate
for the petitioner.

Mr.Deepak Sabharwal, Advocate
for the respondents-HUDA.

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SURYA KANT, J.

The short question which falls for consideration in this case is whether the petitioner is liable to pay interest on due installments with effect from the date of allotment letter dated 23.12.1999 or from the date the possession of the plot was offered to her?

[2] The facts may be noticed briefly:-

[3] The petitioner was allotted a residential plot measuring 4 marla in Sector -38, Gurgaon, in draw of lots held on 29.09.1999. Even before

issuance of allotment letter, she informed HUDA in writing on 27.10.1999 regarding change of her address. However, the allotment letter was still sent at her old address and hence the same was not received by the petitioner. Resultantly, she could not deposit 15% of the allotment price within the stipulated period. Her allotment was cancelled. She challenged the HUDA action before this Court in CWP No.16446 of 2011 which was allowed by a Division Bench of this Court on 09.07.2012 in the following terms:-

“4. We have heard learned counsel for the parties and find that the order passed by the Administrator HUDA suffers from patent illegality. The Administrator in earlier communication Annexure P-6 has found that the petitioner has communicated her change of address, therefore, the communication addressed by the respondent to the petitioner at the old address is not a sufficient notice to the petitioner to deposit the 15% amount i.e. Rs.73,239/-. The fact that the petitioner has communicated her change of address is not disputed in the present writ petition. In view of the said fact the cancellation of allotment and refusal to accept 15% amount is a patent illegality. The question of condonation of delay would arise only if the communication is sent on correct address. Consequently, we set aside the order dated 5.7.2011 (P-12) and direct the respondents to accept the 15% amount i.e. Rs.73239/- and deliver possession of the plot allotted to the petitioner in accordance with law forthwith.”

[4] In compliance to the above stated judgment the allotment was restored and the petitioner was offered possession of the plot on 09.09.2013 (Annexure P-11).

[5] HUDA has now demanded interest on the delayed payment

from the date of original allotment, i.e. 23.12.1999 whereas the petitioner contends that she is liable to pay interest only from the date of offer of possession, i.e. 09.09.2013.

[6] The controversy is answered by the terms and conditions contained in the allotment letter dated 23.12.1999. Its Clause 6 reads as follows:-

“6. The balance amount i.e. Rs.366195 of the above tentative price of the plot/building can be paid in lump sum without interest within 60 days from the date of issue of this allotment letter or in 6(six) annual installments. The first instalment would be recoverable together with interest on the balance price @ 15% p.a. on the remaining amount. The interest shall however accrue from the date of offer of possession.” [emphasis applied].

[7] It may be seen from Clause 6 of the allotment letter that though the petitioner is liable to pay interest @ 15% per annum on the due installments but such interest shall accrue only from the date of offer of possession.

[8] No other contrary provision either in the Regulations and/or otherwise has been pointed out by the learned counsel for HUDA.

[9] Since the parties are bound by the terms and conditions of the allotment, there is no escape but to hold that petitioner is liable to pay interest only from 09.09.2013 and not prior thereto.

[10] The writ petition is accordingly allowed. The impugned action of HUDA is set aside. Since the petitioner has already deposited the entire amount as demanded by the HUDA, the respondents are directed to

to her alongwith interest @ 7% per annum within a period of three months.

(SURYA KANT)
JUDGE

March 21, 2017
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(SUDIP AHLUWALIA)
JUDGE

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| 1. | Whether speaking/reasoned ? | Yes/No |
| 2. | Whether reportable ? | Yes/No |