

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

**CWP NO.12931 OF 2018
DATE OF DECISION : 09.10.2018**

**The Punjab Federation of Cooperative House Building
Societies Limited**

...Petitioner

versus

The State of Punjab and others

...Respondents

CORAM : HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present : Mr. Tejinder Pal Singh, Advocate,
for the petitioner.

AUGUSTINE GEORGE MASIH, J. (ORAL)

CM-12021 OF 2018

Prayer in this application is for placing on record the terms and conditions as Annexures P-13 and P-14, as well as exemption from filing certified copies thereof.

Prayer made in the application is allowed and Annexures P-13 and P-14 are taken on record, subject to all just exceptions.

MAIN CASE

The petitioner has approached this Court praying for quashing of order dated 24.03.2014 passed by the Deputy Registrar, Cooperative Societies, Punjab, Ropar (Annexure P-8), order dated 09.02.2016 passed by the Additional Registrar (D), Cooperative Societies, Punjab, (Annexure P-9) and order dated 26.04.2017 passed by the Special Secretary, Cooperation, Punjab, Chandigarh (Annexure P-10).

It is the contention of learned counsel for the petitioner that petitioner i.e The Punjab Federation of Cooperative House Building Societies Limited (in short "Housefed"), had constructed a building named Sehkarta Bhawan, physical possession of which was handed over to The Hoshiarpur Central Cooperative Bank Limited (in short "the Bank") on 01.06.2004 complete in all respects. Certain defects were pointed out by the respondent-Bank, which were duly removed by the contractor from time to time upto 25.02.2006. Although dues towards the petitioner have been released, except for an amount of ₹4,00,000/-. The petitioner had been making efforts to get the said amount released from the respondent-Bank, but the same has not been released. He contends that vide impugned orders, the authorities have not appreciated the fact that the defects, which have been pointed out by the respondent-Bank, were the result of rainy weather and the same were removed by the contractor even after the expiry of liability period. There was technical lapse on the part of respondent-Bank. The defects having been removed, an amount of ₹4,00,000/-, which has been retained by the respondent-Bank, cannot be accepted and the petitioner is entitled for release of the said amount.

I have considered the submissions made by learned counsel for the petitioner and with his assistance, have gone through the records of the case.

On the perusal of the impugned orders, what glaring found is that there were defects which have been highlighted and pointed out to the respondents which clearly indicate the sub-standard material and quality of work executed by the petitioner. The reasoning as adopted by the authorities in the impugned orders cannot be said to be unjustified or

arbitrary, but are based upon the material given by the parties and keeping in view all the terms and conditions of the contract. The orders, therefore, passed by the respondent-Bank, which are impugned herein, being in accordance with law do not, in any manner, require interference by this Court.

The writ petition, therefore, stands dismissed.

(AUGUSTINE GEORGE MASIH)
JUDGE

OCTOBER 09, 2018
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- 1. Whether speaking/reasoned : YES/NO
- 2. Whether reportable : YES/NO