

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

224

**CWP-21729-2017
Date of Decision: 05.04.2018**

ANAND KUMAR

....Petitioner(s).

Versus

HARYANA URBAN DEVELOPMENT AUTHORITY AND ORS.

...Respondents.

**CORAM:- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL**

Present: Mr. Sharad Aggarwal, Advocate
for the petitioner.

Mr. R.D. Bawa, Advocate
for respondents No.1 to 3.

Mr. Tikesh Kumar, Advocate for
Mr. Mahesh Dheer, Advocate
for respondent No.4.

ANUPINDER SINGH GREWAL, J.

This petition has been preferred for issuance of a writ in the nature of mandamus directing the respondents to refund the earnest money paid by the petitioner in the year 2009 for allotment of plot.

2. The petitioner had applied for allotment of plot in the Scheme floated by Haryana Urban Development Authority (HUDA) in Sector 56-56-A, Faridabad. It is stated that the petitioner had applied through and was financed by respondent No.4-State Bank of India for an 08 marla plot. Earnest money amounting to Rs.1,58,500/- was paid by respondent No.4-Bank on behalf of the petitioner.

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-21729-2017

-2-

3. It is the case of the petitioner that in the list of successful allottees sent by HUDA to respondent No.4-Bank, the petitioner was shown as successful allottee of plot No.3535. However, when he approached respondent No.1-HUDA to pay the installment, he was informed that he was not a successful allottee as per their record. The petitioner had disputed this and preferred CWP No.23549 of 2013, which was dismissed on 17.02.2016 by the Division Bench of this Court. It was held that the petitioner had no right, as the information of him being successful, stated to be supplied by the Bank to him, was denied by HUDA, which thus being a disputed question of fact, could not be adjudicated upon in a petition under Article 226 of the Constitution of India.

4. Learned counsel for the petitioner has contended that after the dismissal of his previous writ petition, the petitioner was hopeful that the respondent authorities would return the earnest money along with interest, but on their failure to do so, he preferred the instant petition. He is entitled to the refund of the earnest money along with interest, which after being financed from the Bank, had been paid to HUDA on 17.08.2010.

5. Learned counsel appearing for respondents No.1 to 3 has submitted that the earnest money along with interest amounting to Rs.2,20,764/- has been paid to the petitioner on 22.03.2018. He has furnished a copy of the voucher to this effect, which is taken on record. He also contends that the interest was

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-21729-2017

-3-

calculated at the rate of 5% per annum.

6. At this juncture, learned counsel for the petitioner contends that the petitioner was entitled to refund of the earnest money with interest at the rate of 9% per annum from the date of draw till its realization. However, he could not refer to any instructions or terms and conditions of the allotment which would entitle him to refund of earnest money along with interest at the rate of 9% per annum.

7. Furthermore, the amount had been paid by the petitioner in the year 2010 and he has sought refund of the earnest money through the instant petition, which has been preferred in the year 2017. Even in the earlier petition, which was preferred by the petitioner in the year 2011, the petitioner had not sought refund of earnest money along with interest.

8. Therefore, as the petitioner has been refunded the earnest money along with interest at the rate of 5% per annum, we are of the considered view that the grievance of the petitioner has been redressed.

9. The petition stands disposed of as infructuous.

(AJAY KUMAR MITTAL)
JUDGE

(ANUPINDER SINGH GREWAL)
JUDGE

05.04.2018

SwarnjitS

Whether speaking/reasoned :

YES/NO

Whether reportable :

YES/NO