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

**CWP No.6001 of 2015 (O&M)
Date of decision:25.04.2018**

Haryana Urban Development Authority ...Petitioner
Versus
Permanent Lok Adalat and another ...Respondents

Coram: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Arihant Goyal, Advocate,
for the petitioner.

Mr. Munish Behl, Advocate,
for respondent no.1.

Mr. U.K.Agnihotri and Mr. Manish Mehta, Advocates,
for respondent no.2.

Rakesh Kumar Jain, J.

The petitioner is aggrieved against the order/award dated 08.07.2013 of the Permanent Lok Adalat (Public Utility Services), Faridabad (hereinafter referred to as the "Lok Adalat") by which an application filed by respondent no.2 under Section 22-C of the Legal Services Authorities Act, 1987 (hereinafter referred to as the "Act") has been allowed.

In brief, respondent no.2 is the transferee of Booth No.58, Sector- 15, Part-II, Faridabad, which was allotted to H.R.Chopra in the open auction held on 27.02.1989 for an amount of ₹2,10,000/-, out of which ₹52,500/- was deposited by the original allottee at the time of allotment being 25% of the total price and the balance amount of ₹1,57,500/- to be paid in 10

equal installments along with 10% per annum interest. The said booth was transferred by the original allottee in favour of respondent no.2 vide re-allotment letter dated 18.08.1989. Respondent no.2 had allegedly made the payment of ₹3,20,000/- to the petitioner vide two receipts no.176708 & 176709 dated 30.03.1999. The petitioner, however, raised further demand and accordingly, respondent no.2 deposited ₹1,06,432/- and ₹49,568/- by way of two receipts dated 17.10.2008. Thereafter, respondent no.2 made a request for the issuance of No Dues Certificate besides occupation certificate and conveyance deed on the ground that he is not liable to pay any further amount and when the aforesaid certificate/documents were not issued by the petitioner, he filed an application under Section 22-C of the Act before the Lok Adalat.

Although the petitioner had contested the application on the ground that respondent no.2 had not made the full and final payment but it was found by the Permanent Lok Adalat that the original allottee had paid ₹52,500/- towards 25% of the total price and towards the remaining amount of ₹1,57,500/-, respondent no.2 had already paid ₹3,20,000/- vide two receipts dated 30.03.1999. It is also observed that the amount of ₹1,57,500/- along with simple interest @ 10% per annum, comes to ₹3,15,000/-, whereas respondent no.2 had paid ₹3,20,000/- and, thus, there was nothing due and when the petitioner sought the recovery of other charges, respondent no.2 further deposited ₹1,06,432/- and ₹49,568/- on 17.10.2008.

Learned counsel for the petitioner has vehemently argued that the impugned order is illegal because respondent no.2 has yet not paid the other charges. However, there is no reference of any other charges in the impugned order which is not paid by respondent no.2. Therefore, the argument raised by

the counsel for the petitioner is totally an afterthought and cannot be accepted.

Thus, in my considered opinion, there is no illegality in the impugned order on account of which this Court should interfere in the present petition.

Dismissed.

April 25, 2018
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(Rakesh Kumar Jain)
Judge

Whether speaking / reasoned	:	Yes/No
Whether reportable	:	Yes/No