

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

CWP No.8922 of 2018
Date of Decision:16.04.2018

Mr. Tarun Bajaj

. Petitioner

Vs.

The Permanent Lok Adalat (PUS), Gurgaon and another

. Respondents

CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

Present: - Ms.Sharmila Sharma, Advocate,
for the petitioner.

RAKESH KUMAR JAIN, J. (ORAL)

The petitioner is aggrieved against the order passed by the Permanent Lok Adalat (PUS), Gurgaon dated 10.04.2017 by which his application filed under Section 22-C of the Legal Services Authorities Act, 1987 [for short 'the Act'] has been dismissed.

In brief, the petitioner booked a plot No.70, Block C-2 having an area of 588.43 sq. yrds. for a consideration of ₹3,56,000,15/- in terms of Development Linked Payment Plan. The petitioner paid the booking amount of ₹11 lacs but did not pay a single penny thereafter. According to the respondents, they had written letters Exs. R3, R5, R7 and R9 dated 27.12.2013, 27.01.2011, 20.02.2014 and 06.03.2014 respectively, demanding the installments but the petitioner did not pay and ultimately vide

letter dated 27.6.2014 allotment in favour of the petitioner was cancelled and ₹11 lacs were forfeited. The PLA has specifically referred to Clause 11 of the application form in para 6 of its impugned order that if the payment is delayed beyond a period of 60 days from its due date, the developer shall be fully entitled, at its discretion to cancel the provisional allotment and forfeit the earnest money. This is what exactly has been done by the respondent-developer because the petitioner, despite demanding the amount repeatedly, did not come forward to make the payment therefore, it was presumed by the respondents that the petitioner is not interested in the development of the plot for which he had given the booking amount. The only argument raised by learned counsel for the petitioner, in order to challenge the impugned order, is that the respondent/developer has not made any kind of development at the spot despite receiving ₹11 lacs at the time of booking.

I am not impressed with the argument raised by counsel for the petitioner because ₹11 lac was given as booking amount. Thereafter, the petitioner was supposed to pay the regular installments. Counsel for the petitioner could not deny the letters Exs. R3, R5, R7 and R9 dated 27.12.2013, 27.01.2011, 20.02.2014 and 06.03.2014 respectively, allegedly sent by the respondents, asking the petitioner to pay the installments. She has also not denied that there is a provision in the application form that if the payment is delayed beyond a period of 60 days from its due date, the developer shall be fully entitled, at its discretion to cancel the provisional allotment and forfeit the earnest money.

Thus, looking from any angle, I do not find any reason to interfere in impugned order passed by the PLA and as such the present petition is hereby dismissed.

16.04.2018

Vivek

(RAKESH KUMAR JAIN)
JUDGE

Whether speaking /reasoned : Yes/No

Whether Reportable : Yes/No