IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.5339 of 2018 (O&M)
Date of decision : 25.09.2018

The Ludhiana Improvement Trust, Ludhiana

...Appellant

Versus

Bipan Singla

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Ms. Kavita Arora, Advocate for the appellant.

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ANIL KSHETARPAL, J. (ORAL)

CM No.14735-C of 2018

For the reasons stated in the application, which is duly supported by an affidavit, delay of 55 days in refiling the present appeal is condoned.

Application is allowed.

Main case

The defendant-appellant is in the Regular Second Appeal against the judgment passed by the learned First Appellate Court decreeing the suit for recovery of ₹2,00,000/- towards the refund of the interest and penal interest charged by the Improvement Trust.

The facts of this case show the callous attitude and casual dealing with the allottees. The plaintiff-respondent was allotted a flat on 31.08.2006. After the initial payment, remaining amount was payable in 10 equated installments. There is no dispute that upto 6 installment, the amount was paid on the due date or alongwith the interest as agreed to. 7th installment fell due on 31.03.2010. The plaintiff-respondent sent the amount of installment alongwith due interest for the delayed payment on 24.04.2010. However, the official of the Improvement Trust did not get the draft encashed. The draft was kept in the drawer and thereafter once the validity of the draft had lapsed, request was sent for revalidating the draft and after revalidation, the draft was encashed on 13.05.2011 i.e. after a period of 1 year 1 month. Even with respect to 8th installment, which fell due on 30.09.2010, the amount of installment alongwith interest was sent to the Improvement Trust on 25.10.2010 but still it was not encashed. It was got encashed on 31.03.2011 and thereafter the allottee was forced to pay the interest and penal interest upto 13.05.2011 for the 7th installment and upto 31.03.2011 for 8th installment. 9th installment was paid with interest which was encashed. Last installment i.e. 10th installment was paid after a period of approximately one year.

These facts as noticed above, are not disputed. However, learned counsel for the appellants submits that the interest for the last installment was not on account of fault of the official of the Improvement Trust and, therefore, the decree for ₹2,00,000/- awarded is not sustainable.

No doubt, there is some substance in the arguments of learned counsel for the appellants, however, there is no explanation why the official of the Improvement Trust delayed the encashment of the draft for a period of more than one year with respect to installment Nos.7 and 8 and for more than 5 months with respect to installment No.9. The plaintiff has pleaded that he was made to run from pillar to post in spite of the fact that he had sent the payment. In the present case, the plaintiff has sought damages, out of which, admittedly approximately ₹1,00,000/- is on account of excess interest charged by the appellant-defendant.

Keeping in view the undisputed facts of this case, this Court is of the opinion that the public officials cannot be permitted to deal with the citizen in such a callous manner. Public Official hold the office for serving the citizen and not for troubling them. It is unfortunate that the public official holding some posts have started treating their office as their personal Estate which in fact is a Trust created in their favour by the Government.

Keeping in view the aforesaid facts, the present Regular Second Appeal is dismissed. The Improvement Trust shall be entitled to fix the responsibility of the officials and recover the amount.

Regular Second Appeal is dismissed.

All the pending miscellaneous applications, if any, are disposed of, in view of the abovesaid judgment.

25.09.2018 **(ANIL KSHETARPAL)**
Pawan **JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No