

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

CWP-4493-2018

Date of decision : 16.07.2019

Kuldeep Kumar @ Kuldeep Singh and others

.... Petitioners

Versus

State of Haryana and others

... Respondents

CORAM: HON'BLE MR. JUSTICE G.S. SANDHAWALIA

Present: Mr. M.S. Puri, Advocate
for the petitioners.

Ms. Vibha Tewari, AAG, Haryana.

Mr. Lalit Singla, Advocate for
Mr. Ankur Mittal, Advocate
for respondent No.3.

G.S. SANDHAWALIA, J (ORAL)

In the present writ petition filed under Article 226/227 of Constitution of India, the petitioners have claimed payment of annuity for their acquired land under Award No.5 for the year 2008-09 dated 19.06.2008 (Annexure P-1) alongwith interest @ 15% per annum for each and every delayed payment since 2009. The same is in pursuance of the policy dated 07.02.2007 (Annexure P-2).

In reply, the respondents have mentioned that amount has been released to the petitioners for the period of 2008-17 on 24.09.2018 vide RTGS. Details have been mentioned regarding the payments made to three petitioners amounting to ₹2,01,679/-, ₹1,00,839/- and ₹1,00,839/- respectively. However, the counsel for the petitioners has raised the claim for interest for the delayed payment which has been controverted by the State by relying upon the application made by the petitioners for the first time on 31.05.2018, i.e. when the application was submitted by them (Annexure R-1).

On the other hand, counsel for the petitioners submitted that that the payment was to be paid from the date of award as such. However, no replication has been filed as such to the averments made that the petitioners had applied only for the first time on 31.05.2018. However, the legal notice dated 07.07.2017 (Annexure P-3) would gone to show that the claim as such had been raised upon the respondents to pay the said amount alongwith interest @ 15%. The respondents did not respond to the legal notice and only deposited the amount when the petitioners had approached this Court. Resultantly, this court finds that the petitioners are entitled for interest @ 9% from 07.07.2017 till the date of payment on 24.09.2018 since the amount has been retained as such by the respondents despite of the valid claim on a strength of a policy.

Counsel for respondent No.3 has submitted that there is no such provision for the payment of interest. Once there is a policy provided, payment of annuity has to be paid once the demand was raised. Then it was the bounden duty of the respondents as such to pay the amount. They have then retained the amount, without any authority of law. Accordingly, the interest is for the compensation as a measure of solace to be paid on account of the amount being kept back from the rightful holders and on this count the interest has become due. Resultantly, the arguments raised that there is no provision for interest provided in the policy is without any basis.

The present writ petition is allowed. The amount of interest be paid within a period of two months from the date of receipt of certified copy of this order.

(G.S. SANDHAWALIA)

JUDGE

16.07.2019

Dinesh

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No