# IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

**CWP-24886-2019 (O&M)**
**Date of Decision:07.11.2019**

Ashok Kumar ... Petitioner

Versus

Permanent Lok Adalat & others ... Respondents

**CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.**

Present:- Mr. Gopal Sharma, Advocate for the petitioner.

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**TEJINDER SINGH DHINDSA, J. (ORAL)**

Petitioner had booked an independent ground floor bearing No.R2-F706 in DLF Hyde Park, Mullanpur vide application dated 14.08.2012. A total amount of Rs.14 lakhs was deposited by the petitioner against the afore noticed booking.

An application preferred by the petitioner under Section 22-C of the Legal Services Authorities Act, 1987 for settlement of the dispute and for directing the respondent/DLF Company to refund the amount of Rs.14 lakhs along with interest stands declined vide award dated 09.04.2018 passed by the Permanent Lok Adalat (Public Utility Service), SAS Nagar, Mohali.

The instant writ petition is directed against the award dated 09.04.2018.

Counsel submits that the petitioner had booked the independent ground floor for a total consideration amount of Rs.75,95,786/- vide application dated 14.08.2012. A total amount of Rs.14 lakhs had been deposited by the petitioner. The Buyer's Agreement had been entered into and executed only on 11.11.2013. It is asserted that the Company was to complete the project and to deliver possession within a period of 3 years to be reckoned from the date of application i.e. 14.08.2012 but the respondent/ Company with an oblique motive delayed the execution of the Buyer's Agreement for a period of more than 1 year so as to delay possession of the floor. No facilities had been made available at the site in the nature of road connectivity, water supply, storm water drainage, electricity etc. The letter dated 17.02.2016 issued by the Company cancelling the floor allotted to the petitioner was wholly unjust and unfair and under such circumstances the Permanent Lok Adalat ought to have entertained and allowed the application preferred by the petitioner and thereby directing DLF Company to refund the deposit amount of Rs.14 lakhs along with interest @ 15% P.A.

Counsel for the petitioner has been heard at length and the pleadings on record have been perused.

Copy of the independent floor Buyer's Agreement, Hyde Park entered into between the parties has been placed on record at Annexure P-1. Clause 11(a) lays down the schedule for possession of the said independent floor and reads as follows:

> *"The company based on its present plans and estimates and subject to all just exceptions, endeavours to complete construction of the said Independent Floor within a period of Thirty (30) months from the date of the Application unless there shall be delay or failure due to reasons mentioned in Clause 11(b) and 11 (c) or due to failure of the Allottee to pay in time the Total Price and other charges, Taxes & Cesses, deposits, securities etc. and dues/payments or any failure on the part of*

*the Allottee to abide by all or any of the terms and conditions of the Agreement."*

A bare reading of Clause 11 (a) would make it clear that the schedule for possession was defined to be for a period of 30 months from the date of application and not from the date of execution of the Buyer's Agreement. The contention raised by counsel that the respondent/DLF Company had attempted to take undue advantage by delaying the execution of the Buyer's Agreement so as to upset the schedule of possession, is without merit.

During the course of arguments, it has gone uncontroverted that the petitioner had opted for the construction linked plan for purposes of making payments. Apart, from the initial deposit of Rs.14 lakhs made in the year 2012 no further payment had been made by the petitioner. Counsel has conceded that no evidence had been led before the Lok Adalat in support of the assertion that basic amenities had not been provided by the Company at the site. As such, there could be no justification for the petitioner not to adhere to the construction linked plan and to make deposits accordingly.

In the impugned award, the Perment Lok Adalat has specifically taken note of the communications placed on record on behalf of the respondent/Company in the nature of intimation notice dated 22.03.2013, reminder dated 01.05.2013, demand-cum-intimation notice dated 02.08.2013, subsequent reminders dated 02.07.2013 and 19.01.2013 as also numerous demand-cum-notice (Ex. R5 colly) and inspite thereof, the petitioner having not made any payment as per the construction linked plan and which led to the cancellation of the booking. There is no rebuttal coming forth at the hands of the petitioner to the afore noticed factual premise.

In the considered view of this Court, it is the petitioner who had defaulted in making payments as per the construction link plan that he had opted for and which finally resulted in the cancellation of the ground floor that had been booked as also forfeiture of the amount already deposited as per terms and conditions of the Buyer's Agreement.

No infirmity is found in the impugned award dated 09.04.2018 passed by the first respondent declining the application of the petitioner seeking refund of Rs.14 lakhs.

No merit.

Petition is dismissed.

**07.11.2019** **(TEJINDER SINGH DHINDSA)**
*harjeet* **JUDGE**

i) Whether speaking/reasoned? Yes/No

ii) Whether reportable? Yes/No