

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

RSA No. 727 of 2015 (O&M)

Date of decision: February 27, 2019

Market Committee

...Appellant

Versus

Hari Charan

...Respondent

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present: None for the appellant.

Mr. Satpal Singh, Advocate,
for the respondent.

JAISHREE THAKUR, J.

This Regular Second Appeal has been directed against the judgment and decree dated 8.5.2014 passed by the Additional District Judge, Bhiwani, vide which the judgment and decree passed by the Additional Civil Judge (Senior Division), Bhiwani, dated 4.1.2012 was upheld.

In brief, the facts are that the respondent/plaintiff filed a suit for declaration to the effect that the letter No. 1318 dated 8.10.2007 issued by the Market Committee, Bhiwani, appellant herein was illegal, null and void and not binding on the rights of the respondent/plaintiff (hereinafter referred to as '**the plaintiff**') and that the appellant herein was not entitled to any interest or penal on the installments of plot No. 238, situated at Additional New Grain Market/Fodder Market, Bhiwani, as the development works had

not been completed. The plaintiff herein had purchased a shop No. 238 measuring 20x85 feet situated at Additional New Grain/Fodder Market, Bhiwani in open auction held on 21.3.2006 and an allotment letter was issued in his favour on 20.11.2006. The total sale consideration of the plot was ₹19,45,000/-. As per the terms of the auction as well as the allotment letter, 25% of the sale consideration was to be deposited at the time of auction and the remaining 75% price of the allotted was to be deposited within 30 days of the issuance of allotment letter or in six half yearly installments with 15% interest per annum. Interest was to be calculated from the date of issuance of offer of possession. The plaintiff being successful bidder deposited 25% of the sale price in terms of the letter of allotment. However, since the facilities like water supply, sewerage line, roads and electrification etc. were not made available at the time of offer of possession of the plot, which was offered vide letter dated 8.10.2007, the remaining balance of the amount was not paid. The Market Committee issued a letter dated 20.12.2006 for depositing the balance amount of purchase money. Both the letters came to be challenged by way of filing the suit, wherein issues were framed. One of the issues framed was, whether letter No. 1318 dated 8.10.2007 issued by the Municipal Committee was wrong, illegal, null and void and not binding on the rights of the plaintiff?

The trial court, after scrutiny of the evidence brought on record by the respective parties, decreed the suit of the plaintiff and held that the letter dated 8.10.2007 was illegal and not binding on the rights of the plaintiff and that the Market Committee would not be entitled to any penal

interest on the installments till they had completed development works in Additional New Grain Market and the plaintiff was directed to clear all his outstanding installments without interest within a period of 30 days. This judgment was affirmed in the appeal. Aggrieved against the said judgment, the instant appeal has been filed.

There is no representation on behalf of the Market Committee, Bhiwani, despite the fact that the matter was taken up on 6.2.2019 when the learned counsel for the respondent had submitted that a similar issue stood decided by this Court in **RSA No. 839 of 2015 titled Market Committee Bhiwani and others Vs. Sita Ram on 11.3.2015**. On this, learned counsel for the appellant had sought time to go through the said judgment.

This Court has gone through the judgment rendered in **Market Committee, Bhiwani's (Supra)**, which has since attained finality. The dispute in the aforesaid case pertains to the same auction and the same terms and condition of the allotment letter as are challenged in the instant case. Plot No. 224 measuring 20x85 feet situated at Additional New Grain and Fodder Market, Bhiwani was purchased by the allottee (in RSA No. 839 of 2015). The allottee was offered plot despite the basic amenities being not provided and by the Municipal Committee and was being pressurized to deposit the installments with interest and penal interest, which was challenged by the allottee and both the courts below decreed the suit passed in favour of the plaintiff. This Court, while affirming the judgments and decree of the courts below, held that till basic facilities are not provided, they would not be entitled to claim interest or penal interest on the disputed plot.

A reading of the judgment rendered in Market Committee's case (supra) would reflect that the issue raised in this case is no longer res integra and the same stand settled in the aforesaid case. The plaintiff herein was allotted Plot No. 238 under the same auction and is located in the same market area and the terms and conditions of the allotment are identical to the allotment of Plot 224 (in RSA No. 839 of 2015).

In view of the fact that the issues as raised in the present case are identical to the issue as raised in **RSA No. 839 of 2015 titled Market Committee Bhiwani and others Vs. Sita Ram** and the same stand settled by this Court on 11.3.2015, no interference is called for in this appeal.

Consequently, this appeal is dismissed being bereft of any merit.

February 27, 2019
prem

(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No