

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

WRIT PETITION No. 18553 of 2014

ORDER:

Pursuant to the advertisement issued by the respondent Housing Board, the petitioner had applied for allotment of a flat in LIG Baghlingampally by depositing an amount of Rs.9,700/-. After receiving intimation about allotment of a flat in her favour, she paid a sum of Rs.29,100/-. Subsequent to taking possession of the flat, she addressed the letter dated 15.03.1996 to the first respondent - Vice-Chairman and Housing Commissioner, Andhra Pradesh Housing Board, Hyderabad, stating that the flat had many defects, viz., 1) no water connection to the flat, 2) water fittings are defective and no taps, 3) electricity fittings are entirely damaged and no electricity points, switches and other connections, 4) doors and windows are loose and at any point of time, they may fall, 5) no drainage connection to the flat and therefore, she sought concession in payment of the flat cost, and to register the flat on her name. She also pursued the matter by addressing two more letters to the second respondent – Executive Engineer (Housing), South Division, the Andhra Pradesh Housing Board, Hyderabad. Subsequently, the second respondent issued a memo to the petitioner on 24.06.1996 stating that final cost of the flat is fixed at Rs.25,300/- and instalment at Rs.2,853/- per annum. In the circumstances, on the ground that she already

paid the amount of Rs.29,100/-, she submitted a representation dated 03.04.2014 to the second respondent for registration of the flat. Thereupon, the second respondent issued a letter dated 16.06.2014 asking her to pay Rs.2,14,564/- for getting registration of the allotted flat.

A counter-affidavit is filed by the second respondent opposing the Writ Petition, specifically asserting that the answering respondent has no authority to reduce the cost of the flat contrary to the notification and in the impugned letter, it was stated that the memo dated 24.06.1996 was issued inadvertently and the petitioner cannot take advantage of the same, as, in response to the notification issued, she agreed to comply with the conditions thereof, whereunder, cost of the flat had been fixed at Rs.97,000/-. It is also asserted that the petitioner had failed to pay the instalment in terms of the allotment letter except the initial payment of Rs.29,100/-.

A perusal of the memo dated 24.06.1996 discloses that it was issued to the petitioner informing revised H.P. instalments and the final cost of the flat fixed at Rs.25,300/-. It is in a cyclostyled form. However, learned counsel for the respondents argued that the said memo was issued by inadvertence and the petitioner cannot take advantage of the same.

Learned counsel for the petitioner submits that the petitioner already paid Rs.29,100/- in pursuance of the notification issued for allotment of the flat; that she is required to pay the balance amount and that her *bona fides* cannot be doubted with regard to payment of further instalments. He also submits that the petitioner is willing to pay reasonable interest on the cost of the flat fixed at Rs.97,000/-.

In view of the above and on account of appreciation of value of the flats, this Court finds it reasonable to fix a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) to be paid by the petitioner towards final cost of her flat. It is made clear that the amount already paid by the petitioner shall be given credit to.

In view of facts and circumstances of the case, the petitioner is permitted to pay the balance amount within a period of four (4) weeks from today, and the respondent shall register the said flat in favour of the petitioner within a period of two (2) weeks thereafter.

Subject to the above, this Writ Petition is disposed of.

Miscellaneous Petitions, if any pending, shall stand disposed of. There shall be no order as to costs.

CHALLA KODANDA RAM, J

21st JANUARY, 2020.
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