

Ct. 05
Item No.03
09.11.2022
(Suvendu)

WPA 19286 of 2022

Kallol Majumdar
Vs.
Bengal Shelter Housing
Development Ltd. & Ors.

Mr. Kallol Majumdar
..... petitioner-in-person

Ms. Rashmi Singhee
Ms. Ranjana Seal
.....for the respondent nos. 1 &

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The petitioner has already been paid an amount of Rs. 3,00,000/- pursuant to an order passed by this Court on 26th September, 2022. The remaining amount is now Rs. 6,95,000/-. The petitioner appearing-in-person claims interest on this amount.

Learned counsel appearing for the respondent Bengal Shelter Housing Development Limited places Clause 16 of the terms and conditions forming part of the allotment letter. Under the said Clause, if Bengal Shelter fails to deliver possession of the flats to the allottee within the stipulated time and if on that ground the allottee wishes to withdraw his/her application, in

that event the amount deposited by the allottee will be refunded with simple interest at the rate applicable to the Saving Bank Account in a nationalized Bank, without any other claim for damages or compensation. Counsel submits that the present rate of interest for a Savings Bank Account in State Bank of India is 4.5%. Counsel further submits that the respondent is willing to refund the said amount with simple interest but in equal monthly installments. Counsel submits that Bengal Shelter is now in financial difficulties and accordingly seeks suitable terms for repayment.

The judgment relied upon by the petitioner namely M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors. Etc. [Civil Appeal No(s). 6745-6749 of 2021] decided in November, 2022 (the extract does not mention any date) does not help the petitioner since the judgment was on The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and in the present case, the respondent, Bengal Shelter Housing Development Limited is yet to be registered with the RERA.

However since the petitioner had made payment for the flat in 2013 and has been deprived of his valuable rights for the intervening

9 years, the rate of interest must be a reasonable rate to compensate the petitioner.

WPA 19286 of 2022 is accordingly disposed of with a direction on the respondent Bengal Shelter Housing Development Limited to refund the amount of Rs. 6, 95, 000/- to the petitioner along with interest at the rate of 8% per annum on the said amount in ten equal monthly installments payable every three months from today. The interest should be paid from the time when the allotment was due to be made in favour of the petitioner, which according to the respondent is 17th January, 2013. The installments should be made within the 7th day of every succeeding three months by cheque to the petitioner. The cheques should be sent to the petitioner by Registered Post with AD at the address in the cause-title of the writ petition.

Urgent photostat certified copy of this order, if applied for, be given to the parties on usual undertakings.

(Moushumi Bhattacharya, J.)