

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

Date of Decision: 23.03.2022

1. CWP No.6294 of 2016(O&M)

M/S ADVANCE INDIA BUILDERS & PROMOTERS PVT LTD
-Petitioner

Versus

SHRI RAM YADAV -Respondent

2. CWP No.7166 of 2016(O&M)

M/S ADVANCE INDIA BUILDERS & PROMOTERS PVT LTD
-Petitioner

Versus

DHARAMBIR AND ANOTHER -Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Sanjay Verma, Advocate
for the petitioner.

Mr. Ashish Yadav, Advocate
for respondent No.1.

RAJ MOHAN SINGH, J. (Oral)

The cases have been taken up for hearing through
video conferencing.

**CM-17947-CWP-2018 in
CWP-6294-2016 and
CM-17956-CWP-2018 in
CWP-7166-2016**

Both the writ petitions were dismissed for want of

prosecution vide order dated 30.10.2018. By way of aforesaid applications, the petitioner in both the aforesaid writ petitions seeks restoration of the writ petitions. Notice of the applications was issued on 04.07.2019. Respondent No.1 is the only contesting party in both the petitions.

Mr. Ashish Yadav, Advocate appears on behalf of respondent No.1 in both the cases and submits that respondent No.1 in both the writ petitions have no objection for restoration of the writ petitions.

In view of statement made by learned counsel for respondent No.1 (in both the petitions), both the writ petitions are restored.

With the concurrence of the parties, cases are taken up today itself.

Main cases

Learned counsel for respondent No.1 in both the cases categorically submitted that respondent No.1 would be satisfied in case, the petitioner is directed to refund the principal amount of Rs.9,71,850/- each in both cases without payment of interest as ordered by the Permanent Lok Adalalt.

Notice of motion was issued on 04.04.2016 by passing the following order:-

“Learned counsel for the petitioner has submitted that the parties are bound by the agreement in which it is

provided that if the payments are not made in time by the allottee, then the amount deposited by him may be returned after deducting 10% of the total costs of the said unit. It is submitted that though the Court below has observed that the allottee/respondent No.1 has been a defaulter for not making payment in time but still he has been ordered to be paid the entire amount with interest instead of making the payment after deducting 10% of the total costs of the unit.

Notice of motion for 9.5.2016.

Till then operation of the impugned order shall remain stayed.

04.04.2016

Vivek

**(RAKESH KUMAR JAIN)
JUDGE”**

Evidently, the claim of the petitioner was in respect of reduction of 10% of the total costs of the unit and entitlement of respondent No.1 was to be curtailed to the tune of 10% towards default in making payment in time.

After arguing the case for some time, learned counsel for the petitioner has obtained necessary instructions from the client and in view of statement made by learned counsel for respondent No.1, he would forego the interest component on the principal amount of Rs.9,71,850/- each in both the cases. After having instructions, learned counsel for the petitioner also agrees that the petitioner is ready to pay the principal amount of Rs.9,71,850/- each in both the cases without payment of

interest as ordered by the Permanent Lok Adalat.

In view of consensus arrived at between the parties, petitioner shall pay principal amount of Rs.9,71,850/- each without interest to respondent No.1 in both the cases within a period of two months from today, failing which interest @ 6% per annum shall be accrued from due date till final realization of the amount.

Disposed of.

23.03.2022
Prince

(RAJ MOHAN SINGH)
JUDGE

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No