

2023:PHHC:151919

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

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**CWP-21957-2021,
CWP-22014-2021,
CWP-22015-2021 &
CWP-22017-2021**

Date of Decision: 17.11.2023

M/S JRD FINANCIAL SERVICES LTD.

... Petitioner(s)

VERSUS

PERMANENT LOK ADALAT (PUS)AND ANR

... Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present: Mr. R.S. Sangwan, Advocate
for the petitioner(s).

Mr. Hemant Saini, Advocate
for respondent No.2.

VINOD S. BHARDWAJ, J. (ORAL)

This order shall dispose of a set of four writ petitions as the counsel for the parties agree that identical issues arise for determination in the present set of cases. For the facility of reference, facts are noticed from CWP-21957-2021 titled 'M/s JRD Financial Services Ltd. Vs. Permanent Lok Adalat (Public Utility Services), Gurugram and another.'

Briefly summarized, the facts of the present case are that the petitioner Company has approached this Court averring that it had booked a residential 2 BHK Apartment/Flat No.901, 9th Floor, Tower-A6, Super Area, measuring 1300 Sq. Feet (Approximately) in the project Avlon Rangoli, Dharuhera, to be developed by respondent No.2 i.e. the Avlon Projects, vide

letter of allotment dated 22.02.2012 for a basic sale price of Rs.23.42 lacs. An apartment-buyers agreement was executed between the petitioner as well as respondent No.2 on 23.08.2012 and as per Clause 2(a) of the apartment-buyers agreement, the possession of the Flat was to be handed over within a period of 42 months (excluding a reasonable grace period for circumstances beyond the control of developer) from the date of signing the agreement. The petitioner claims to have paid the entire sale consideration in lieu of the said Flat, however, the respondent No.2-Developer failed to abide by the terms of the apartment-buyers agreement and could not hand over the possession of the Flat as promised and assured under the apartment-buyers agreement. The petitioner claims to have demanded the refund of the amount, however, the same was not acceded to. Accordingly, an application was filed under Section 22-C of the Legal Services Authorities Act, 1987 before the Permanent Lok Adalat (Public Utility Services), Gurugram on 11.10.2017. The respondent No.2 entered appearance in the said case and conciliation proceedings were initiated for exploring possibility of amicable settlement, however, the same failed to yield an output. The respondent No.2, thereafter, filed its reply to the claim application in October 2018, wherein an objection had been taken by respondent No.2 pertaining to the territorial jurisdiction of Permanent Lok Adalat (Public Utility Services), Gurugram to decide the application by relying on Clause 17(b) of the agreement, which reads thus:-

“that the Court at Rewari (Haryana), shall have the jurisdiction in all matter arising out of and/or concerning this transaction.”

The present petitions have thus been filed for seeking transfer of present applications pending before the Permanent Lok Adalat (Public Utility

Services), Gurugram to Permanent Lok Adalat (Public Utility Services), Rewari instead of delaying the matter on such technical grounds

Counsel for respondent No.2 has contended that the respondent No.2 has already offered possession of the Flat after obtaining an Occupation Certificate, however, the petitioner is not accepting the same. He, however, could not dispute the fact that the objection had been raised by the respondents in the replies filed by it before the Permanent Lok Adalat (Public Utility Services), Gurugram by referring to Clause 17(b) of apartment-buyers agreement about the jurisdiction being vested in the Court at Rewari. He has no objection to transfer of the above cases.

Taking into consideration the totality of the circumstances as well as the fact that it is a specific case of the parties itself that the jurisdiction is vested in the Court at Rewari and an objection in this regard has also been taken by respondent No.2 coupled with the fact that the execution of the Apartment-Buyers Agreement is also not disputed, the present petitions are allowed. Resultantly, the Applications bearing No.4417 of 2017; 4398 of 2017; 4409 of 2017 and 4418 of 2017 all titled as “M/s JRD Financial Services Ltd. Versus The Avlon Projects” are ordered to be transferred from Permanent Lok Adalat (Public Utility Services), Gurugram to Permanent Lok Adalat (Public Utility Services), Rewari. The Permanent Lok Adalat (Public Utility Services), Gurugram shall transfer the cases to Permanent Lok Adalat (Public Utility Services), Rewari. The parties herein shall appear before the Permanent Lok Adalat (Public Utility Services), Rewari on 15.01.2024, whereupon the said Permanent Lok Adalat (Public Utility Services), Rewari shall proceed further with the said cases from the stage where they were before

the Permanent Lok Adalat (Public Utility Services), Gurugram without prejudice to the rights of any of the parties.

Further taking into consideration that the matter has remained pending for some period, it is desired that the same be decided expeditiously after granting opportunity of hearing to the respective parties and preferably within a period of six months of the date of receipt of the complete record of the applications or the appearance of the parties, whichever is later.

Petitions are allowed accordingly.

Photocopy of this order be placed on the files of other connected cases.

NOVEMBER 17, 2023
rajender

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No