

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

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CWP-17168-2023 (O&M)
Date of decision: 09.04.2024

Ansal Phalak Infrastructure Pvt. Ltd.

...Petitioner

VERSUS

Permanent Lok Adalat Public Utility Services and others

...Respondents

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

Present :- Mr. T.S. Khaira, Advocate for the petitioner.

Mr. Sukhandeep Singh, Advocate for respondents No. 2 and 3.

VINOD S. BHARDWAJ, J. (Oral)

Challenge in the present petition is to the order dated 13.10.2021 passed by respondent No.1 Permanent Lok Adalat (Public Utility Services), Gurugram, whereby the petitioner had been ordered to pay a sum of Rs.95,06,000/- towards Unit No.E2209, Ground Floor in the project “The Sovereign Floors, Esencia” allotted by the petitioner to the respondent vide floor buyer agreement dated 31.10.2011.

On 08.08.2023, the following order was passed:-

“ Learned counsel for the petitioner inter alia contends that Permanent Lok Adalat (Public Utility Services), Gurugram has passed an Award dated 13.10.2021 (Annexure P-1) directing the petitioner to refund the amount deposited by the respondents No.2 and 3-applicants alongwith interest @

9% per annum. The abovesaid Award has become final as the petitioner did not challenge the same.

It is contended that the petitioner was always ready and willing to refund the entire amount, however, the respondents No.2 and 3-applicants had taken a loan against the property in question from Indiabulls Housing Finance Ltd. The petitioner had requested respondents No.2 and 3-applicants to obtain NOC from Indiabulls Housing Finance Ltd. so that the lien on the property in question may be cleared and an encumbrance free property is returned to the petitioner. However, the needful has not been done so far.

On a pointed query, it is informed by the learned counsel for the petitioner that the total outstanding amount payable to Indiabulls Housing Finance Ltd. as on 13.06.2023 was Rs.63,75,000/- approximately, whereas the amount ordered to be refunded/paid by Permanent Lok Adalat (Public Utility Services), Gurugram was to the tune of Rs.95,06,000/- alongwith simple interest @ 9% per annum, which comes to Rs.1,00,00,000/- approximately. He further submits that the petitioner had filed objections before the Executing Court that the amount shall be paid in the event of respondents No.2 and 3- applicants obtaining an NOC from the above mentioned Finance Company.

He further submits that the petitioner is ready to deposit the abovesaid amount before the Executing Court within a

period of six weeks from today, however, the disbursal ought not to be done unless and until the NOC from the quarter concerned is obtained. He has also no objection to the amount so deposited to be apportioned so as to initially clear the outstanding dues of the abovementioned Financial Company.

Notice of motion.

Notice re: stay as well.

Adjourned to 14.11.2023.

In the event of the petitioner depositing the entire awarded amount alongwith interest with the Executing Court within a period of six weeks from today, the disbursement of the amount in favour of the respondents No.2 and 3/ applicants shall remain stayed till the next date of hearing. The Executing Court would, however, be free to appropriate the part of aforesaid amount for clearing the outstanding loan against the property in question and clear the encumbrance.”.

Learned counsel for the petitioner contends that pursuant to the order dated 08.08.2023, an amount of Rs.1,39,34,166/- was deposited by the petitioner with the Executing Court whereupon the claim of the Financer i.e. Indiabulls Housing Finance Limited was settled to the extent of Rs.72,49,046/-. He contends that he would have no objection, in case the balance amount is released in favour of respondents No.2 and 3.

Learned counsel appearing on behalf of respondents No.2 and 3 has no objection to the same, however, he contends that nothing stated

herein should be construed as an expression against the rights of respondents No.2 and 3 vis a vis respondent No.4- Indiabulls Housing Finance Limited.

Learned counsel for the petitioner has no objection to the same.

In view of the above, the present petition is accordingly disposed of as having been rendered infructuous since the decree has already been discharged by the petitioner, without prejudice to the rights of any other party.

CM-21377-CWP-2023

In view of the aforesaid order, the present application is disposed of.

(VINOD S. BHARDWAJ)
JUDGE

09.04.2024

Mangal Singh

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