IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

207

CWP-28836-2018
Date of decision: 27.11.2024

ROPAR IMPROVEMENT TRUST ......Petitioner

VERSUS

PERMANENT LOK ADALAT RUPNAGAR AND ANOTHER

.......Respondents

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

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Present: - Mr. Neeraj Sharma, Advocate
for the petitioner.

Ms. Ritam Aggarwal, Legal Aid Counsel
for the respondent.

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VINOD S. BHARDWAJ, J. (Oral)

Challenge in the present petition is to the Award dated 30.05.2018 passed by the Permanent Lok Adalat (Public Utility Services), Rupnagar in case No. 254 of 26.10.2017 whereby the Permanent Lok Adalat allowed the application and held that the respondent-applicant is not liable to pay any further amount.

2. Briefly summarized the facts of the present case are that Plot No. 394 in Dashmesh Nagar was allotted in the name of one Amarjit Kaur wife of Sardara Singh vide letter No. 2865 dated 29.11.1989 on the reserved price and an agreement dated 08.11.1990 was thereafter executed between Smt. Amarjit Kaur with the petitioner-Improvement Trust-Rupnagar. The

aforesaid plot was later transferred in the name of G.S. Oberoi (respondent-applicant herein) vide letter No. 909 dated 26.06.2000. There were no dues payable then. The respondent-applicant intended to raise a loan on the plot in question and accordingly sought a 'No Dues Certificate' from the petitioner-Trust. It was intimated by the petitioner Trust on 10.03.2017 that an amount of Rs. 59,800/- was still outstanding against him. The aforesaid claim was refuted and denied by the respondent-applicant and he asserted that there was no demand ever conveyed to him and that nothing was outstanding against the said plot. Facing a stalemate, respondent-applicant preferred an application under Section 22 (C) of the Legal Services Authorities Act, 1989, Rupnagar praying that the demand of Rs. 59,800/- towards enhancement and conveyed to him be set aside and a 'No Dues Certificate' in respect of Plot No. 354 situated at Dashmesh Nagar, Rupnagar be issued. A prayer for payment of cost towards litigation was also made.

3. The petitioner-Improvement Trust entered appearance and raised various objections to the maintainability of the application and submitted on merits that at the time of transfer of plot in the name of the respondent-applicant in the year 2000, due amount was even though deposited but the Improvement Trust never issued a 'No Dues Certificate'. It is contended that the terms and conditions of the letter of allotment issued in favour of respondent-applicant specifically mentioned that in the event any amount is found due in future, the same can be claimed from the allottee. An indemnity bond, alongwith an affidavit acknowledging the said terms and

conditions, had also been executed by the respondent-applicant. There was an outstanding principle amount of Rs. 20,000/- towards enhanced compensation against the plot and that due to failure of the respondent to deposit the above said amount, an interest of Rs. 39,000/- had accumulated. The petitioner-Improvement Trust thus claimed the said amount vide letter No. 797 dated 10.03.2017 which was denied despite an undisputed liability of the respondent-applicant to pay the same. It was also submitted that the above demand had earlier been raised by the petitioner-Improvement Trust vide letter No. 1424 dated 20.12.2001 but the same was not deposited by the respondent even then. Hence, the claim was legitimate and that notwithstanding the obligation of the respondent-applicant to clear the payments, the Permanent Lok Adalat allowed the application filed by the respondent-applicant.

4. A memorandum of settlement was drafted by the Permanent Lok Adalat and was put to the parties for exploring the possibility of an amicable resolution of the dispute, however, as the same could not culminate into settlement, adjudication in terms of Section 22 (C)(8) of the Legal Services Authorities Act, 1987 was undertaken by the Permanent Lok Adalat.

5. On consideration of the evidence adduced and the arguments advanced by the parties, the application filed by the respondent-applicant was allowed vide Award dated 30.05.2018 by recording as under:-

> *9. We have heard the counsel for the parties and have gone through the file.*

10. After hearing the counsel and going through the file, we are of the firm opinion that nothing is payable by the applicant and that the respondent trust should issue the no due certificate. Our opinion above said is based on the following reasons.

11. There is no denying fact that there is a resolution Ex.RX dated 23.04.2001 passed by the respondent trust. Vide the same, in 2001 itself, the respondent trust had declared that on account of an order of the Hon'ble Court, the basic price of the plot in question was required to be enhanced. But, the fact remains that the respondent demanded the same from the applicant in 2017, that too, when the applicant demanded a no due certificate. That means, the respondent trust has remained silent regarding the amount in question for 17 long years. It is not explained as to why the amount in question was not demanded during these 17 years. This long and unexplained silence of the respondent trust leaves a loud and clear message that the respondent remained silent only because nothing was payable by the applicant regarding the plot in question.

12. Ex.A4 is the registered sale deed executed by the respondent in favour of the applicant regarding the plot in question in 2009. The sale deed is absolutely silent regarding any amount outstanding against the applicant. In the absence of any explanation to the contrary, it is understandable that the sale deed is silent about the enhancement amount only because nothing was outstanding against the applicant.

13. In view of the discussion made above, we hold that it stands proved on file that nothing is outstanding against the applicant regarding the pot in question. Accordingly, the respondent trust is directed to issue no due *certificate regarding the plot in question within one month from today without insisting upon any further payments on account of enhancement of the basic price under the order of a Court. Parties are left to bear their own respective costs.*

File be consigned.

6. Aggrieved thereof, the instant writ petition has been filed.

7. Reply had been filed on behalf of respondent-applicant defending the Award passed by the Permanent Lok Adalat (Public Utility Services). It was also averred that he had earlier approached the High Court by filing CWP-8557-2013 titled "G.S. Oberoi versus State of Punjab and others and in the reply filed in the said writ petition dated 30.07.2013, by way of a counter affidavit, the respondents specifically stated in paras No. 2 and 4 that all the dues/installments with respect to the plot had already been paid by the original allottee Amarjit Kaur to the Improvement Trust and that she had sold the same to the respondent-applicant on 26.06.2000 and the same was thereafter transferred by the Improvement Trust in his favour. Hence, there was no amount outstanding, as on the date of transfer, and that the petitioner-Improvement Trust nowhere intimated as to when did the liability on account of allegedly enhancement became due and as to whether the same was demanded from the erstwhile allotee Ms. Amartjit Kaur or not. The petitioner-Improvement Trust withheld that the relevant material and the documents, despite the same being in possession, and as such an adverse inference ought to be drawn against the petitioner-Improvement Trust.

8. A further additional affidavit was also filed by the respondent-applicant through the legal Aid Counsel, after inspection of the record, wherein it was stated that a sum of Rs. 1,32,400/- was deposited by the respondent-applicant vide receipt No. 5635 dated 25.05.2000 consequent whereupon the transfer of the plot was accepted in his favour on 26.06.2000. The plot was thereafter registered in favour of respondent No.2-applicant on 01.06.2009 after an additional deposit of Rs. 45,225/- was made by the respondent-applicant on 27.05.2009 vide receipt No. 5792. It is also been averred that even a No Objection Certificate was issued in favour of the respondent-applicant on 08.12.2000 by the petitioner-Improvement Trust. Hence, during the entire period and prior to the demand being conveyed in May, 2017, the record of the respondents reflected that there was no amount outstanding against the respondent-applicant.

9. No replication or counter affidavit to the written statement/Addl. affidavit has been filed by the petitioner-Improvement Trust. Hence, the stand of the respondent-applicant before this Court remains uncontroverted and undisputed.

10. Counsel for the petitioner has reiterated his argument that an amount of Rs. 20,000/- was due against the respondent-applicant which was ascertained on the basis of an enhancement of the price and that a communication in this regard was sent to the respondent-applicant vide letter No. 1424 dated 20.12.2001 but the said amount was not deposited and that alongwith the interest so calculated, the outstanding amount became Rs. 59,000/- (Principal Rs. 20,000/-+ interest Rs. 39,000/-). The amount of

Rs. 45, 225/- deposited in June, 2009 was towards non-construction charges and not towards enhancement.

11. No other argument has been raised.

12. Ms. Ritam Aggarwal, Legal Aid Counsel, on the other hand has vehemently argued that the submissions of the petitioner-Improvement Trust are misconceived. At the time when the transfer of the plot was sought by the respondent No.2-applicant, the petitioner-Improvement Trust had conveyed about the amount that was due and whereupon a sum of Rs. 1,32,400/- had been deposited. A No objection Certificate had thereafter been issued culminating acceptance of transfer of the plot in favour of respondent No.2-applicant. She contends that there is no document placed on record by the petitioner-Improvement Trust on the basis whereof it may be ascertained that the amount demanded towards enhancement accrued subsequent to the deposit of the above said amount by the petitioner. She contends that if the liability of enhancement pre-exists the date of transfer, then, the total demand was already conveyed to the petitioner in the year 2000 and the same already stood deposited. She further contends that the respondents demanded the over due late construction charges in the year 2009 which were also deposited vide receipt No. 5792 dated 27.05.2009. Even at that stage, there was no demand raised with respect to any enhancement or overdue. It is also argued that even if the claim of the petitioner-Improvement Trust is taken at best that a communication was sent by them in the year 2001 raising the said demand, it is also acknowledged by the petitioner that a response had been sent by the respondent No.2-applicant

and that no demand was ever raised any further. She further makes a reference to the reply filed by the respondent-State in the earlier writ petition filed by the petitioner bearing CWP-8557-2013 wherein the respondent had specifically stated that there was no amount outstanding. The said affidavit had been filed on 30.07.2013, i.e. much after the year 2001. She thus contends that a demand being conveyed after 17 years is unjust and not substantiated from the record, hence, the same becomes illegal. The Award passed by the Permanent Lok Adalat rightly took into account the aforesaid conduct of the petitioner-Improvement Trust and thus passed an Award against them.

13. I have heard learned Counsel appearing on behalf of the respective parties and have gone through the documents available on record.

14. The aforesaid factual aspects as have been relied upon by the respondent No.2-applicant remain uncontroverted including that the transfer of the plot in favour of the respondent-applicant took place in the year 2000 after a deposit of Rs. 1,32,400/- and that a no objection was also issued in this regard. Eventually, even in the year 2009 when the respondent No.2-applicant submitted an application for approval of the building plans, the non-construction charges and other statutory dues were also paid by him. Still further, as per the reply filed by the respondent in CWP-8557-2013 on 30.07.2013, they acknowledged that there was no liability against the said plot or property.

15. Notwithstanding the admitted facts noticed above, the petitioner-Improvement Trust was also at liberty to place on record the

relevant evidence to substantiate as to how and in what manner the amount of enhancement had been calculated and whether the demand had been raised and also to clarify as to whether the demand against enhancement was due in the year 2000, when the transfer was sought or not. The petitioner-Improvement Trust however has remained non-responsive on the same. The petitioner being in possession of the said record, withholding of the best evidence by the petitioner is invariably likely to lead an adverse inference against the said petitioner.

16. All the said factors were taken into consideration by the Permanent Lok Adalat including an inordinate delay in communicating the said demand.

17. I do not find that the conclusions drawn by the Permanent Lok Adalat (Public Utility Services) can be said to be illegal, perverse or suffering from impropriety or non-appreciation of the documents and evidence available on record.

18. Needless to mention that a Permanent Lok Adalat is guided by the Principles of Natural Justice, objectivity, fairness, equity and other principles of natural justice as enshrined under Section 22 (D) of the Legal Services Authorities Act, 1987. The High Court, while exercising powers of judicial review does not supplant its own opinion for that of the competent authority. If the view so adopted is otherwise tenable, the said view would not ordinarily be interfered with.

19. Finding no illegality, impropriety, perversity or mis-appreciation/non-appreciation of the evidence and circumstances available on record, the present writ petition deserves dismissal. The Award passed by the Permanent Lok Adalat (Public Utility Services), Rupnagar in case No. 254 of 26.10.2017 is accordingly affirmed.

20. The writ petition is accordingly dismissed.

(VINOD S. BHARDWAJ)
JUDGE

NOVEMBER 27, 2024
Vishal Sharma

Whether speaking/reasoned	:	Yes/No
Whether Reportable	:	Yes/No