

2024:PHHC:125188



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CWP-29493-2018

Date of decision: 20.09.2024

M/S COUNTRY COLONISERS PVT. LTD.

.....Petitioner

VERSUS

PERMANENT LOK ADALAT AND OTHERS

.....Respondents

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

Present: - Mr. Tejeshwar Singh, Advocate
for the petitioner.

Mr. H.S. Saini, Advocate for respondents No. 2 and 3.

Mr. Rahul Chadha, Advocate for
Mr. Shekhar Verma, Advocate
for respondent No.4-HDFC.

VINOD S. BHARDWAJ, J. (Oral)

The petitioner company has approached this Court for seeking setting aside of the impugned Award dated 01.12.2017 passed by the Permanent Lok Adalat (Public Utility Services), S.A.S. Nagar, Mohali in Application No. 151 of 2016 titled as “Ajay Kumar and another versus M/s Country Colonizers Pvt. Ltd. and another” wherein the following order was passed:-

“22. In view of our above discussion the applicants have been able to substantiate their case for refund and their application is liable to succeed and the same is hereby



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allowed and the respondent no. 1 is directed as under:-

- (1) to refund Rs. 3424389/- (i.e. Rs. 13,27,326/- paid by the applicants to the respondents and Rs. 20,97,063/- disbursed by respondent no. 2 to respondent no. 1) alongwith interest @ 9% P.A. from the date of deposit. Out of this awarded amount, outstanding amount of respondent no. 2 bank be paid to respondent no. 2 first and the balance amount if any be paid to the applicant;*
- (2) to pay Rs. 5,00,000/- towards mental tension, agony and harassment apart from Rs. 8000/- towards costs of litigation to the applicant alongwith interest @ 9% from the date of award till realization.*

These amounts shall be paid by the respondent No.1 to the applicant within 45 days from the date of receipt of copy of award, failing which the respondent No.1 shall be liable to pay interest @ 15% P.A. till its realization. Copy of award be supplied free of costs to the parties. File be consigned to record.”

2. During the course of hearing, on earlier dates, learned Counsel appearing on behalf of the petitioner submitted that appropriate steps for effective conciliation of the dispute had not been initiated by the Permanent Lok Adalat. This Court thus attempted to explore the possibility of an amicable resolution of the dispute.

3. The Counsel for the petitioner has raised the issue that the petitioner has been held liable to refund the entire received amount

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alongwith interest @ 9% p.a. from the date of deposit without giving any benefit of the interest on EMIs paid by the petitioner for a period of 2 years on the amount disbursed by the Bank. A huge amount of Rs. 5 lakhs has been awarded toward mental agony and harassment while interest @ 9% is on higher side.

4. Counsel for the respondent however contends that they had paid an amount of more than Rs. 13.27 lakhs from their own sources and had been paying installment to the Bank alongwith interest @ 9.75% not only for the said period but even thereafter and is being dragged in unwanted litigation for no reason.

5. On hearing the respective issues, the settlement as discussed have now been agreed to as under amongst the parties.

- i) The petitioner shall calculate the interest @ 9.75% p.a. on the amount disbursed to it by the respondent No.2, i.e. Rs. 20,97,063/- from the date of its disbursement till actual payment;
- ii) The interest on EMI deposited by the petitioner with respondent No.2 Bank shall be deducted from the same;
- iii) The remaining interest amount alongwith the total principal amount originally received from Bank shall be used for foreclosure of the loan account of the respondent-applicant;
- iv) The petitioner shall also calculate interest on the amount of Rs. 13,27,326/- received from respondent @ 7% p.a. from the date



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of its receipt till its actual disbursement.

- v) The balance credit amount on foreclosure of loan account as per (iii) above and the amount deposited by the petitioner to the tune of Rs. 13.27 lakh approx. as calculated under (iv) above shall be released in favour of respondents No. 2 and 3.
 - vi) If the entire loan amount has already been paid by respondents No. 2 and 3, then the entire amount alongwith interest @ 9.75% p.a. for borrowed amount and @ 7% p.a. for the amount deposited from own sources shall be released in favour of respondent.
 - vii) Petitioner shall also pay litigation expenses to the tune of Rs. 50,000/- while cost towards mental agony is given up.
6. It is also agreed by the petitioner-Developer that the aforesaid exercise shall be completed by it within a period of one month of the receipt of certified copy of the order and that in the event of the petitioner-Developer failing to perform its obligations as agreed and undertaken today, they shall pay interest @ 15% per annum on the amount deposited by the respondent-Consumer from the date of its deposit till its actual payment.
7. It is also prayed by the petitioner that it had deposited a sum of Rs. 10 lakhs with this Court in compliance of the order dated 21.11.2018 and that the said amount be returned to it alongwith interest. Counsel for respondent has no objection to the same if the settlement is honoured by the petitioner.



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8. Registry is hence directed to release the above deposited amount of Rs. 10 lakhs alongwith accrued interest, on the petitioner furnishing proof of compliance of the settlement agreed upon by it.

Petitions accordingly disposed of.

(VINOD S. BHARDWAJ)
JUDGE

SEPTEMBER 20, 2024

Vishal Sharma

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