

2024:PHHC:119348



IN THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH

202

CWP-4251-2017 (O&M).
Date of Decision: 11.09.2024.

M/S DWARKADHIS BUILDWELL PVT. LTD.

.. Petitioner

Versus

BHOLESHWAR CHOPRA AND ANOTHER

... Respondents

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

Present: Mr. Devender S. Punia, Advocate,
for the petitioner.

Mr. Amit Jain, Advocate,
for respondent No.1.

VINOD S. BHARDWAJ, J. (ORAL)

Challenge in the present writ petition is to the award dated 09.07.2016 (Annexure P-7) passed by the Permanent Lok Adalat (Public Utility Services), Rewari in an application No.233 dated 04.09.2016 titled as Bholeswar Chopra Vs. M/s Dwarkadhis Buildwell Pvt. Ltd.

2 Learned counsel appearing for the petitioner contends that the respondent No.1-applicant had booked a plot with the petitioner company on receipt of his application dated 27.01.2007. He paid a sum of Rs.2,40,000/- as booking amount and the balance consideration money was

2024:PHHC:119348



to be paid in eight installments. He contends that as against the total agreed price, the respondent No.1-applicant paid a sum of Rs.16,05,578/- to the petitioner company, however, alleging that no developmental work was completed by the petitioner company even after eight years of booking and that the flat buyer agreement was not signed, an application under Section 22-C of the Legal Services Authorities Act, 1987 before the Permanent Lok Adalat (Public Utility Services), Rewari for settlement of the dispute.

3 The petitioner company filed its reply raising various objections to the claim of the respondent No.1-applicant including that there was no time prescribed for the delivery of possession and that it had no enforceable obligation since no agreement had been signed between the parties. It was also pointed out that the company had already applied to the competent authority for issuance of completion certificate i.e. the Director of Town and Country Planning, Haryana on 14.07.2015 and that the possession of the plot could not be delivered due to non-issuance of the completion certificate by the competent Authority and for no fault of the petitioner company.

4 On consideration of the contentions of the parties and the evidence led before it, after failure of conciliation, the Permanent Lok Adalat (Public Utility Services), Rewari, passed the following order:-

“The letter for offering the possession and payment of some installments was issued by respondent on 15 July, 2015. We are of the considered opinion that the respondent has offered to the applicant asking it to take possession of the plot on 15.7.2015 vide their Letter bearing Ref. No.DBPL/486/250.

2024:PHHC:119348



We direct the respondent to hand over the possession of the plot to the applicant within a period of 15 days after an outstanding amount of 3,62,607/- are paid by the applicant to the respondent in fully developed condition.

The averments made by the applicant, which has been mentioned in para no.1 of the application and to the effect that payment of Rs. 16,05,578/- were paid by the applicant have not been specifically denied in the written statement filed by the respondent. As such the averments made by the applicant in para no.1 in a table form and also the effect that in all Rs.13,65,578/- paid are presumed to have been admitted.

In our opinion the present application cannot be dismissed on the ground that the Directorate Town & Country Planning and other legal functionaries have not been made party in this case.

We direct the respondent to pay various amounts which were paid by the applicant including registration fee to the tune of Rs.2,40,000/-, which in total amount to Rs.16,05,578/- interest @ 12% per annum should be paid by the respondent to the applicant till from 01.01.2013 upto 15.07.2015. We also direct the respondent to pay Rs.60,000/- for harassment caused to the applicant because of their negligence in not allotting the plot in time. This award is accordingly passed.

5 Aggrieved thereof, the present writ petition has been filed.

6 Learned counsel appearing for the petitioner has confined his argument only to a limited extent by pointing to an alleged anomaly in the

2024:PHHC:119348



award. He contends that a direction has been issued to the petitioner-company to hand over possession of the plot to the respondent No.1-applicant within a period of 15 days after deposit of the amount of Rs.3,62,607/- by the respondent No.1-applicant, however, at the same time, a further direction has been issued that the entire amount of Rs.16,05,578/- including the registration fee to the tune of Rs.2,40,000/- be returned to the respondent No.1-applicant along with interest @ 12% per annum for the period from 01.01.2013 to 15.07.2015. He contends that there is an inherent contradiction in both the directions and that the petitioner company has been directed not only to hand over the actual physical possession of the plot but also to refund the entire sale consideration along with interest.

7 Learned counsel for the respondent No.1-applicant, on the other hand, contends that the direction to refund the amount has been erroneously recorded and the intent of the order, as also the specific averment of respondent No.1-applicant, was to the effect that he be granted interest on the amount already deposited by him for the period from 01.01.2013 to 15.07.2015 when the completion certificate was finally obtained and possession was offered by the petitioner company. He agrees to the aforesaid correction that the said direction is not a direction for refund of the entire amount along with interest.

8 A further query was raised to the counsel for the respondent No.1-applicant as to whether he would still like to seek possession of the plot or would seek refund of the money. He contends that he is ready to pay

2024:PHHC:119348



the outstanding amount as directed in the award and would want possession of the plot in a fully developed condition.

9 Having heard learned counsel for the parties and in view of the fair stand with respect to the second part of the direction with respect to the payment, it is directed that the award, to the extent of directing refund of the entire amount along with interest @ 12% per annum for the period from 01.01.2013 to 15.07.2015, be read as grant of benefit of interest on the amount of Rs.16,05,578/- for the period specified thereunder @ 12% per annum.

10 It is also noticed that pursuant to an interim order passed by this Court on 03.03.2017, the principal amount of Rs.16,05,578/- was deposited by the petitioner company before this Court. The petitioner shall furnish the details of the interest computed @ 12% per annum from 01.01.2013 to 15.07.2015 for the said sum with the Registry of this Court before release of the amount to it along with interest accrued thereupon. The above said amount would be credited to the account of the respondent No.1-applicant towards the outstanding dues, as had been assessed by the Permanent Lok Adalat (Public Utility Services).

11 With the aforesaid partial modification, no further interference in the impugned award is called for. The present writ petition is accordingly partly allowed.

September 11, 2024.
raj arora

(VINOD S. BHARDWAJ)
JUDGE

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