



CWP-21644-2025 (O&M)

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**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

(107)

CWP-21644-2025 (O&M)
Date of decision:- 19.08.2025

Housing Board Haryana

... Petitioner

Versus

Ashima Bhasin and another

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Arvind Seth, Advocate
for the applicant-petitioner.

SUVIR SEHGAL, J. (ORAL)

CM-11557-CWP-2025

1. For the reasons given in the application, it is allowed.
2. Annexures appended with the application are taken on record as Annexures P-10 to P-17, respectively.
3. Same be tagged at the appropriate place and annexures be paginated.

Main case

4. Instant petition has been filed for issuance of a writ in the nature of certiorari for quashing award dated 28.10.2024, Annexure P-1, passed by the Permanent Lok Adalat, Public Utility Services, Karnal.
5. Brief facts leading to the filing of the petition are that respondent No.1 applied for allotment of a flat in an Industrial Workers' Housing Scheme, Barhi, District Sonapat on hire-purchase basis and deposited an amount of Rs.80,000/- at the time of registration. She was allotted a flat on the basis of a



draw and a provisional registration number was given. On a demand raised by the Haryana Housing Board, she deposited an amount of Rs.1,20,000/-. On 03.01.2011, she sent a letter for refund of the deposited amount, however, it was not processed. In response to a legal notice, she was informed that the refund would be made on turn on the basis of seniority and the same is under process. She approached the Lok Adalat by filing an application, Annexure P-8, under Section 22-C of the Legal Services Authority Act, 1987, which after contest, has been allowed vide award impugned herein, whereby petitioner has been directed to refund the amount of Rs.2,00,000/-, along with interest at the rate of 9% per annum.

6. Counsel for the petitioner contends that an allotment letter dated 19.02.2018, Annexure P-5, was issued to the petitioner and in terms of Clause 2 thereof, respondent No.1 is not entitled to the refund of the entire deposited amount. He asserts that the petitioner is entitled to retain 50% of the earnest money and the balance is to be refunded without interest. By making a reference to the e-mail dated 03.05.2018, Annexure P-6, counsel has urged that respondent No.1 intimated that she wants to take possession of the flat.

7. I have heard counsel for the petitioner and considered his submissions, besides examining the documents appended with the petition.

8. Respondent No.1 has approached the Lok Adalat claiming that she is entitled to refund of the deposited amount. Argument of the petitioner is that an allotment letter dated 19.02.2018, Annexure P-5, alongwith offer for possession of the flat was made to respondent No.1 and she is not entitled to the entire refund. However, in its response before the Lok Adalat, petitioner



has not taken this stand. There is no material to show that allotment letter was ever issued or offer of possession was ever made to respondent No.1. In case, respondent No.1 had received the allotment letter etc., she would not have requested for possession vide e-mail, Annexure P-6, dated 03.05.2018. In the absence of the service of the allotment letter upon respondent No.1, clause 2 of the allotment letter referred to by the counsel for the petitioner would not be attracted and the reliance placed upon the e-mail, Annexure P-6, would not advance the case of the petitioner. Respondent No.1 has rightly been found to be entitled to refund of deposited amount, which has been illegally retained, with interest. There is no reason to interfere with the impugned award passed by the Lok Adalat.

9. Finding no merit in the writ petition, it is dismissed with no order as to costs.

(SUVIR SEHGAL)
JUDGE

19.08.2025
Kamal

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No