

2026:PHHC:049435



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**215 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

RSA-611-2000

Date of Decision: 30.03.2026

HARYANA URBAN DEVELOPMENT AUTHORITY
AND OTHERS

....Appellants

Versus

ANIL KUMAR

...Respondent

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. R.S. Ghuman, Advocate
for the appellants.

Mr. J.S. Cooner, Advocate
for the respondent.

PARMOD GOYAL, J. (ORAL)

Present is an appeal preferred by appellants/defendants who are aggrieved by impugned judgment dated 26.02.1999, passed by learned Civil Judge (Junior Division), Faridabad vide which suit for declaration with consequential relief of permanent injunction preferred by respondent/plaintiff was decreed. The first appeal preferred by appellants/defendants was also dismissed vide judgment and decree dated 31.08.1999, passed by learned Additional District Judge, Faridabad.

2. In the present appeal, the issue which is required to be adjudicated is limited . Facts of the present case are not in dispute and both the parties are in agreement that respondent/plaintiff was allotted commercial booth bearing No.17, Sector 21-A, Part-I, Faridabad measuring

12' x 40' = 53.33 sq yards for total consideration of Rs.2,93,000/-. The said booth was purchased by respondent/plaintiff in auction dated 27.02.1989 conducted by appellant/respondent No.1 and accordingly, allotment letter dated 28.02.1989 Ex.P1 was issued by appellant/defendant No.1. Respondent/plaintiff had duly paid 10% of total price on 27.02.1989 after having been declared highest bidder in auction. Thereafter, 15% amount was to be paid within 30 days from the date of allotment which was also duly deposited by respondent/plaintiff on 28.03.1989. It was the case of respondent/plaintiff that as per allotment letter another installment of Rs.32,962.50/- was to be deposited on 19.09.1989 which was also duly deposited.

3. It is also not in dispute that price of booth was payable in 10 half yearly installments and balance amount was payable in half yearly installments was payable with 10% interest on the remaining amount. However, as per case of plaintiff the interest was leviable only after possession was given to the allottee. It is the case of respondent/plaintiff that possession was not offered and, therefore, he was not liable to pay interest on remaining amount. Respondent/plaintiff was aggrieved by notice issued by appellant/defendant No.1 charging 18% interest on the delayed payment and had preferred the suit.

4. Both the Courts have concluded that possession was never offered, therefore, in terms of Clause 5 of allotment letter Ex.P1, respondent/plaintiff was not liable to pay interest over the delayed payment and had accordingly decreed the suit. Both the Courts have duly taken into consideration allotment letter (Ex.P1).

5. To appreciate controversy in present case it is necessary to note

down Clause 5 of the letter of allotment (Ex.P1) which regulates the payment as well as interest leviable on the delayed payment :-

“The balance amount i.e. Rs.2,19,750/- of the above price of the plot/building can be paid in lump-sum without interest within 60 days from the date of issue of the allotment letter or in 10 half yearly installments. The first instalment will fall due after the expiry of six months/one year of the date of issue of this letter. Each instalment would be recoverable together with interest on the balance price at 10% interest on the remaining amount. The interest shall, however, accrue from the date of offer of possession.”

6. From above noted Clause, it is clearly made out that delayed payment carried 10% interest only from date of offer of possession. In the present case, there is no record available before the learned Courts below as to when the possession of property was offered to respondent/plaintiff. In absence of offer of possession, no interest is leviable as per Clause 5 of allotment letter (Ex.P1).

7. It is pertinent to note that during the pendency of present appeal on 10.02.2026 learned counsel for appellant had submitted that at the filing of present appeal he was on the panel of HUDA and now he is not on the panel and, therefore, Court notice be issued to HUDA directly. On 29.10.2025 notice was duly issued by this Court which was duly served, however, despite notice records have not been produced either by appellants or through their counsel to show date of offer of possession in order to justify claim of interest over the delayed payment. In absence of date of offer of possession, respondent/plaintiff cannot be held liable to pay interest amount.

8. I do not find any error in the findings so recorded by learned

Courts below. Appeal is without any merit, hence is dismissed.

9. Pending application(s), if any, is/are disposed of accordingly.

30.03.2026
chiranjeev

(PARMOD GOYAL)
JUDGE

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