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

CWP-19123-2022

Date of decision:-11.02.2026

Ansal Housing Limited and another

...Petitioners

Versus

The Permanent Lok Adalat and another

...Respondents

CORAM : HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Ashish Verma, Advocate
for the petitioners.

Ms. Jai Shree Kaushik, Advocate for
Mr. Suresh Kumar Kaushik, Advocate
for respondent No.2.

SUVIR SEHGAL, J.(ORAL)

1. Petitioners have approached this Court, *inter alia*, assailing award dated 16.08.2021, Annexure P7, passed by the Permanent Lok Adalat, Public Utility Services, Gurugram (for short "the Lok Adalat").

2. Facts, in brief, are that respondent No.2 was allotted a Unit in Ansal Heights, Sector 86, Gurugram. She made a deposit of Rs.27,21,807/- after availing a loan from HDFC Bank. Respondent No.2 claims that the allotment was cancelled without any prior notice to her. She filed a petition, Annexure P4, before the Lok Adalat claiming



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allotment of Unit or in the alternative, refund of deposited amount along with interest. Upon notice, petitioners contested the petition. In the response, it was stated that an allotment letter dated 29.05.2012 was issued to respondent No.2 and co-allottee, who had opted for construction linked payment plan. Payment for the Unit was to be made in installments and as allottees failed to deposit the installments, allotment was cancelled by letter dated 03.11.2014. After the conciliation proceedings did not fructify, Lok Adalat passed the impugned award, Annexure P7, directing petitioners to refund the deposited amount of Rs.27,21,807/- along with interest @ 9% pa, besides litigation expenses.

3. Counsel for the petitioners has contended that various notices were given to respondent No.2 for deposit of installments, but she did not respond. He asserts that respondent No.2 did not give any intimation to the petitioners regarding the change of her address and the letters were sent to the allottee at the address available in the record of petitioners. He asserts that deduction of 20% of basic cost has to be made from the deposited amount in terms of the agreement executed between the parties.

4. *Per contra*, counsel for respondent No.2 has supported the impugned award. She has argued that the changed address was available with the petitioners, but they did not send any notice to respondent No.2 on the said address. It is her categorical assertion that neither the cancellation letter was received nor any notice prior thereto was served



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upon respondent No.2.

5. I have heard counsel for the parties and considered their respective submissions, besides examining the documents placed on record.

6. Undisputedly, an amount of Rs.27,21,807/- has been deposited by respondent No.2 against an allotment at Ansal Heights, Sector – 86, Gurugram. As per the petitioners, this allotment was cancelled as respondent No.2 failed to deposit the installments. However, no document has been brought on record to show that any prior notice was given to respondent No.2 at her changed address. The communications relied upon by the petitioners show that they addressed to respondent No.2 at her old address. Record shows that respondent No.2 had served a legal notice dated 21.01.2016 upon petitioners wherein she had mentioned her new address and a response was sent by the petitioners on that address. Petitioners therefore cannot contend that they were not aware of the changed address of respondent No.2. It is apparent that neither any notice for deposit of installments nor cancellation letter have been served upon respondent No.2 at her changed address. Petitioners have not been able to make a reference to any agreement between the parties, that provides for deduction of any amount before the deposited amount can be refunded. The stand taken by the petitioners is rejected. This Court, therefore, does not find any error or infirmity in the award of the Lok Adalat whereby petitioners have been directed to refund the deposited amount. However, insofar as



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the rate of interest is concerned, the same is on the higher side. Noticing the fall in the interest rate over the years, this Court is of the view that the rate of interest deserves to be reduced from 9% per annum to 6% per annum.

7. For the reasons recorded above, impugned award, Annexure P7, is modified to the extent that the interest rate is reduced to 6% per annum. The award regarding refund of deposited amount of Rs.27,21,807/- along with litigation expenses of Rs.5,500/- is affirmed.

8. With the above modification in the impugned award, Annexure P7, writ petition is disposed of.

(SUVIR SEHGAL)
JUDGE

11.02.2026
Brij

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