

(2007) 09 NCDRC CK 0024

In the National Consumer Disputes Redressal Commission

DELHI DEVELOPMENT AUTHORITY

APPELLANT

Vs

BANSI B SHAH

RESPONDENT

Date of Decision : 19-09-2007

Acts Referred:

Citation : 2008 1 CPJ 190

Hon'ble Judges : J.D.Kapoor , Rumnita Mittal J.

Final Decision : Appeal dismissed

Judgement

1. -ON account of wrongful cancellation of the allotment of the flat for non-payment of the cost of the flat despite service of demand-cum-allotment letter, the District Forum has vide impugned order dated 13. 4. 2007 directed the appellant to pay a lump sum compensation of Rs. 2. 5 lacs besides Rs. 5,000 as cost of litigation and with further direction that the instalments shall be paid by the respondent as mentioned in the demand-cum-allotment letter but the same shall commence from the 10th day of the month subsequent to the delivery of possession of the flat to the respondent. Feeling aggrieved the appellant has preferred this appeal.

2. THE grievance of the appellant raised through this appeal, in brief, is that the respondent was liable to make the payment of instalments as per the terms and conditions contained in the demand-cum-allotment letter dated 10. 7. 1994 and in spite of this the District Forum has held that no interest shall be charged on the payment of the instalments if made by the respondent subsequently and secondly that compensation of Rs. 2. 5 lacs is on the higher side. We have perused the impugned order closely and find that the appellant has been held guilty for deficiency in service and negligence in sending demand-cum-allotment letter to the respondent at his Delhi address despite the change of address having been notified by the appellant to the respondent much earlier.

In identical cases we have taken a view that the right of a consumer to be allotted a house or a water connection is highly valuable and, therefore, the service of allotment-cum-demand letter has to be effected and delivered

personally to the allottee particularly when there is a clause in the terms of the agreement that non-compliance of the demand-cum-allotment letter shall result in automatic cancellation of the flat.

3. IN the past we have come across hundreds of such cases where the allotments were cancelled with a sledge of hammer by the higher authority without verifying the fact whether the demand-cum-allotment letter has been personally received by the consumer by tallying the signatures available in their record. Mere despatch of such letter by registered post is of no relevance. What is relevant is that the allottee has been delivered the letter personally or not as he has to make payment of certain instalments as per schedule mentioned in the letter failing which the allotment itself may be cancelled. In our view, any kind of shortcoming, imperfection or inadequacy in the manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service amounts to deficiency in service. Failure to discharge such an obligation results in mental agony, harassment, physical discomfort and deprivation of shelter.

4. IN the result, we do not find any infirmity in the order and dismiss the appeal with cost of Rs. 10,000. Bank Guarantee/fdr, if any furnished by the appellant, be returned forthwith. A copy of this order as per the statutory requirements be forwarded to the parties free of charge and also to the concerned District Forum and thereafter the file be consigned to Record Room. Appeal dismissed.