(2019) 07 P&H CK 0038

In the Punjab And Haryana At Chandigarh

Case No : Civil Writ Petition No. 16722-2019 (O&M)

Haryana Urban Development Authority, Hisar — APPELLANT

Vs

Permanent Lok Adalat, Hisar & Another — RESPONDENT

Date of Decision : 01-07-2019

Acts Referred:

Legal Services Authorities Act, 1987 — Section 22c

Citation : (2019) 07 P&H CK 0038

Hon'ble Judges : Tejinder Singh Dhindsa, J

Bench : Single Bench

Advocate : Arvind Seth

Final Decision : Dismissed

Judgement

Tejinder Singh Dhindsa, J

Haryana Urban Development Authority (in short 'HUDA') has filed the instant writ petition impugning the order dated 07.02.2019 (Annexure P-1)

passed by the Permanent Lok Adalat (Public Utility Services), Hisar and in terms of which an application moved by respondent No.2 herein under

Section 22-C of the Legal Services Authorities Act, 1987 has been partly allowed and respondent No.2 has been held liable to pay a sum of

Rs.6,76,370/- along with interest @ 9% per annum w.e.f. 07.12.2018.

Counsel for the petitioner/HUDA would submit that respondent No.2 had submitted an application for allotment of an industrial plot in Sectors 27-28,

Hisar on 05.02.2005. Industrial plot No.166 was allotted vide allotment letter dated 31.03.2006. The total allotment price of the plot was Rs.33,35,562/-

and the allottee having not opted for the lump sum payment mode was liable to pay the same in five annual half yearly installments. It is further urged that the allottee was required to pay a sum of Rs.5,00,333.50 within a period of 30 days of the issue of the allotment letter to make good 25% of the

total amount of the plot and the balance was to be paid as per installments schedule. It is contended that a mistake occurred in the office of the

concerned HUDA authorities inasmuch as the allottee was given a credit twice over towards an amount of Rs.5,00,333.50. Such mistake having been

detected, HUDA authorities issued a letter dated 14.07.2016 informing the allottee that a sum of Rs.13,95,700/- is due. Thereafter, a second

communication dated 22.08.2016 was also issued informing the allottee that the sum due is now Rs.14,08,100/-.

It has been argued that the allottee had not paid the first installment which was due on 30.09.2006 and as such he is liable to pay the interest on the

delayed payment. Another limb of the argument raised is that since the allottee did not adhere to the installments schedule and of which he was

aware, the Permanent Lok Adalat could not have partly allowed the application moved by the allottee so as to scale the amount down to Rs.6,76,370/-.

It is vehemently contended that against a total allotment price of Rs.33,35,562/-, the allottee had deposited only Rs.30,65,642/- and since the allottee is

bound by the conditions contained in the allotment letter, he was liable to pay the outstanding amount along with interest over the period in question i.e.

the first installment having not been deposited on 30.09.2006 and the allottee having been informed vide letter dated 14.07.2016 that such outstanding

sum is now Rs.13,95,700/- including interest component.

Having heard counsel for the petitioner and having perused the case paper book, this Court is of the considered view that no intervention in the matter

is warranted.

Counsel does not dispute that the conveyance deed of the industrial plot in question had been executed in favour of the allottee on 13.10.2010. Even

occupation certificate was issued on 12.10.2012. Prior thereto, HUDA had even issued an NOC vide letter dated 03.03.2011 adduced on record

before the Permanent Lok Adalat as Ex.P15.

It has further been conceded that against the installment of Rs.5,00,333.50 which was stated to have not been deposited when the same was due in

the year 2006, it is only after one decade i.e. on 14.07.2016 that the allottee was informed that the amount now due is Rs.13,95,700/-including interest

component. The justification sought to be put forth is that such mistake came to be detected only when the records of the concerned HUDA office

were computerized. Such a stand in the considered view of this Court cannot be countenanced. HUDA authorities which is a State instrumentality is

duty bound to carry out periodical audits of their accounts and if any amount is outstanding against the allottee, the same should be brought to the

notice of the allottee concerned without any delay. In the facts of the present case, the conveyance deed stands executed, NOC issued and even

occupation certificate granted. At each of these stages, a procedure of verifying the accounts and any outstanding money against the allottee could

have been carried out. Rather HUDA was duty bound to carry out such exercise. It chose not to do so. Having woken up after a period of 10 years,

the State instrumentality is wanting to saddle the allottee with a massive interest component and thereby demanding a sum of almost Rs.15 lakhs

against an installment of Rs.5 lakhs approximately that was stated to be due in the year 2006. The same cannot be permitted to be done.

Even otherwise, a perusal of the impugned award would reveal that the parties had been called upon to file the statement of accounts. HUDA had

filed a statement indicating an amount of Rs.6,76,370/-including interest component to be due from the allottee. It is in terms of such account

statement produced by the HUDA before the Permanent Lok Adalat that the application of the allottee has been partly allowed. It is not the case

made out by the counsel that such account statement had not been furnished before the Permanent Lok Adalat. There are no pleadings to such effect

either.

In view of the above, no patent infirmity or illegality is found in the impugned order dated 07.02.2019 (Annexure P-1) passed by the permanent Lok

Adalat (Public Utility Services), Hisar.

Petition is dismissed.