

(2003) 08 NCDRC CK 0019

In the National Consumer Disputes Redressal Commission

PUNJAB URBAN PLANING AND DEVELOPMENT AUTHORITY

APPELLANT

Vs

Saroj Bala

RESPONDENT

Date of Decision : 08-08-2003

Acts Referred:

Citation : 2004 1 CPC 683 : 2004 4 CPJ 688

Hon'ble Judges : H.S.Brar , C.P.Budhiraja , Jasbir Kapoor J.

Final Decision : Appeal dismissed

Judgement

1. IT is an appeal against the order dated 29.3.2000 of District Consumer Disputes Redressal Forum, Ludhiana (hereinafter referred to as the "District Forum").

2. BRIEFLY, the facts stated in the complaint are that respondent-complainant Saroj Bala (hereinafter called the "complainant") was residing in House No. 123 for the last six years. She had deposited 14 instalments in respect of the said house. The appellant-opposite party (hereinafter called the "opposite party") got the said house vacated from her on May 1, 1999 forcibly. She was promised that she would be allotted MIG House No. 43, Dugri Road, Ludhiana, but nothing had been done so far. It is then stated that the complainant is a widow and a mother of three children. She is living in House No. 43 but she fears that the opposite party may also get the said house vacated and may not allot the house to her. A prayer was made in the complaint to give a direction to the opposite party to allot the said house to the complainant. The opposite party took preliminary objections before the District Forum that there was no deficiency in service and the complainant had got no locus standi to file the complaint as she was not a consumer and as such the District Forum had got no jurisdiction to try the complaint. According to the opposite party, the complainant was in illegal occupation of House No. MIG-123, Dugri Road, Ludhiana and, therefore, the said house was got vacated from her and the same allotted to Sh. Satpal. The opposite party further stated in its reply that the complainant was given temporary shelter in House No. 43 and she was directed to comply with the

terms and conditions of the opposite party and to pay the prevalent price of the house. According to the opposite party, in case the complainant fails to pay the present price, then she would be evicted from the said house. She could not be allotted a house unless she deposited the prevalent price of the house.

After hearing the representative of the complainant and the Counsel for the opposite party, the District Forum allowed the complaint. The relevant portion of the operative part of the order reads as under: "As already mentioned, the complainant is depositing the instalments since long. This shows that the complainant is willing to make the payment; as such the opposite party is directed to allot the house No. 43 to the complainant and the complainant shall deposit the remaining instalments also regarding the cost of the house in dispute. The amount which was paid by the complainant in respect of house No. 123 which was admittedly occupied previously by the complainant shall be adjusted against the price of the house No. 43. The balance price shall be paid by the complainant as per schedule supplied by the opposite party along with the allotment letter. The opposite party shall allot the house No. 43 to the complainant within two months of the receipt of this order. Copy of this order be sent to the parties."

Hence this appeal by the opposite party.

3. WE have gone through the order of the District Forum and have also gone through the records of the case. WE do not find any infirmity in the order of the District Forum. The complainant seeks allotment of House No. 43 in which she is residing at present. The complainant had filed her affidavit before the District Forum and also placed on the file the receipts to show that she had been making payment of the instalments to the opposite party. A number of receipts in respect of payment of the instalments of Rs. 810/- each are on the file. The opposite party, on the other hand, did not produce any evidence in rebuttal. The receipt shows that the complainant had been making payment of the instalments since long. Previously, she was making payments of the instalments for House No. 123 and now she has been making payment of the instalments in respect of House No. 43 in which she was allowed by the opposite party to reside. The complainant had also produced on the record two electricity bills showing that she along with her father-in-law and other family members was residing in House No. 43. Even the ration card at the said address had been placed on record. The opposite party in its reply to the complaint had stated that the complainant could not be allotted the house under her occupation unless she was ready to deposit the cost of the house at the prevalent rate. It is discernible from the record that the complainant was depositing the instalments since long, which obviously shows that she was willing to make the payment as demanded by the opposite party. In these circumstances, we do not find any infirmity in the direction issued by the District Forum to the opposite party. Consequently, finding no infirmity in the order of the District Forum, we hereby dismiss this appeal, however, without any order as to costs. Appeal dismissed.