
(2000) 10 NCDRC CK 0006

In the National Consumer Disputes Redressal Commission

SECRETARY, KERALA STATE HOUSING BOARD

APPELLANT

Vs

S.S.NAIR

RESPONDENT

Date of Decision : 31-10-2000

Acts Referred:

Citation : 2001 3 CPJ 347

Hon'ble Judges : L.Manoharan , R.Vijayakrishnan J.

Final Decision : Appeal dismissed

Judgement

1. THESE appeals are being disposed of by this common order. The question that arises for determination in these appeals is the same and the appellants are also the same. In these appeals the opposite parties before the District Forum are the appellants. Complainants/respondents in the respective appeals alleged deficiency of service against the appellants on the ground, though they have remitted the whole instalments due to the flat. When they demanded execution of the sale deed additional amounts are claimed by the appellants which the appellants claimed as the balance of the final settlement as amount along with interest from 1.8.1979 to 31.3.1998. The respective complainants alleged that there was no hurdle for the appellants to fix the final amount atleast when the possession of the flats were handed over and the delay of 19 years in fixing the final amount is unreasonable and, therefore, as the appellants were bound to fix the final amount within a reasonable time they are entitled to make the additional claim. The appellants in their version sought to maintain that there is no unreasonable delay and having regard to the fact that the instalments fixed under the agreement need be paid within a period of 12 years; it cannot be said the appellants are guilty of any laches and it was also contended that in the meanwhile Apartment Ownership Act and Rules, 1996 had come into force. Therefore, they justified the delay in fixing the final amount. The respective complainants/respondents have produced the receipts for remitting the instalments and on behalf of the appellants also the original agreement along with the details as to labour charge etc. were produced. On a consideration of the said material the District Forum came to the conclusion that the delay of 19

years in fixing the final price cannot be justified; and consequently the District Forum directed the respective complainant to deposit the difference in balance final price and on deposit of the said amount the opposite parties/appellants were directed to execute the sale deed within the time limit fixed in the direction. It is the said direction that is under challenge in these appeals.

2. LEARNED Counsel for the appellant sought to sustain the case of the appellants by urging, when the fact that the complainant need have remitted the amount in monthly instalment of the tentative price within a period of 12 years, it cannot be said that the time taken for fixing the final price is in any way delay. It is also sought to be maintained that the Apartment Ownership Act and Rules had to be taken into account in fixing the final price. Therefore, according to the learned Counsel the view taken by the District Forum cannot be supported. The question that arises for consideration in context is whether there was justification for the appellants to charge the respective complainants interest for a period of 19 years. It will be noted that there is no dispute that the complainants/respondents have remitted the instalments as was required under the agreement. It is urged that the agreement does not fix a particular date within which the final amount has to be fixed; but law requires a party to the agreement to discharge his obligation within a reasonable time. This is particularly so in the case of a public office. It will be noted that there was no land acquisition proceeding with respect to this property so that the pendency of the same could be relied on as justification for the delay. Irrespective of the question whether the instalments had to be paid within 12 years or not there must be material to show the the decision as to the final amount could not be arrived within a reasonable time or that there was requirement to collect further data for fixing the final amount. That the respondent had twelve years" time to remit the instalment cannot be a justification for the delay. Had the final account been fixed within a reasonable time the respondents could have had the option to pay soon after it. Now that there the argument by the appellants" Counsel is that in the meanwhile the construction of compound wall was in progress. It must be noted that the flat was delivered on 31.7.1979. The acceptability of the said cause for the delay in fixing the amount has to be considered in the context that the flats came to be delivered to the respective complainants as early as 31.7.1979. Of course even assuming that the complainant had the right to fix the price; yet the fixing of the price must be within a reasonable time. The District Forum did not interfere in the quantum of price finally fixed for the flats; interference was only with respect to the charging of interest for nineteen years. The justification for the delay now offered cannot be accepted because we do not consider the reasons now attempted cannot be accepted as justifiable. Their decision as to the final amount need not have demanded any further data which was contingent. Now as has noted the District Forum has directed the respective complainants to deposit the balance purchase amount as fixed within 30 days and within 30 days of the deposit opposite party should execute the sale deeds what is to be noted is the District Forum did not deny the excess price fixed by

the appellant. What is denied is only the interest for nineteen years. As has already noted, having regard to the reasoning of the District Forum, we do not see anything to interfere and, therefore, the appeals are liable to be dismissed which accordingly are dismissed. Appeal dismissed.