
(2000) 01 NCDRC CK 0036

In the National Consumer Disputes Redressal Commission

SUKHWINDER INVESTMENT PVT. LTD.

APPELLANT

Vs

Union of India

RESPONDENT

Date of Decision : 19-01-2000

Acts Referred:

Citation : 2000 2 CLT 44 : 2000 2 CPR 309 : 2000 2 CPR 496 : 2000 3 CPJ 228

Hon'ble Judges : J.B.Garg , P.K.Vasudeva , Devinderjit Dhatt J.

Final Decision : Complaint dismissed

Judgement

1. THE complainant has alleged that it is a Private Limited Company and registered with the Registrar of Companies, at Chandigarh. It was on 21.2.1995 that as a result of open auction, Rajinder Pal Singh and five others of village Sadhaura, Tehsil Radaur, District Yamuna Nagar, Haryana, as described in para No. 2 of the complaint, purchased godown site No. 289 in Sector 26, Chandigarh in an open auction. Subsequently, the aforesaid persons transferred this commercial plot in favour of the complainant for consideration by means of an agreement dated 19.2.1996 and the Estate Officer, U.T. Chandigarh also endorsed the aforesaid transfer. THE grievance of the complainant is that he has found that there is no approach road, no arrangement for sewerage, no drainage of rain water and no street light at the site. He had been approaching the authorities from time to time and even represented in writing but of no avail. It has further been alleged that he is suffering loss at the rate of Rs. 60,000/- per mensem, whereas the sites possessed by other purchasers are fetching even higher rent. THE complainant has claimed the amount spent/deposited with the respondents and interest mentioned by it in para No. 9 of the complaint. He has also claimed refund of the ground rent paid by him.

2. IN reply filed on behalf of respondent Nos. 1 and 2, it has been admitted that originally, as a result of the auction, this site was allotted in favour of Rajinder Pal Singh and 5 others on 17.4.1995 and the aforesaid lessees were put into possession on 2.11.1995. Since the the aforesaid lessees were unable to pay the subsequent instalments of the auction price, the lease hold rights were

transferred in favour of M/s. Sukhwinder INvestment (P) Ltd., the present complainant on 20.5.1996. It has further been averred that the complainant is not competent to invoke the provisions of the Consumer Protection Act, 1986 because from very beginning it was a commercial plot and sold in an open auction. It has further been averred that the complainant has already raised construction and the similarly placed adjoining godown Nos. 290, 291 and 292 have been occupied and the required facilities are available. The complainant had given an undertaking and indemnity bond that he shall clear all the dues and instalments which were recoverable from the original allottee and at this stage, he is not entitled to refund of any amount deposited. There has been no loss whatsoever to the complainant. We find that the original auction was made on 21.2.1995 in favour of Shri Rajinder Pal Singh and 5 others and it was not in favour of the present complainant. The present complainant is only a kind of transferee. It is doubtful that such a transferee can be considered or held as a "consumer" notwithstanding the plea that his transfer has been endorsed by the Estate Officer on 17.4.1995. It shall be useful to refer to para No. 7 of the affidavit dated 29.9.1999 of the Assistant Estate Officer and it is as under : "7. That in reply to para 7 it is submitted that the adjoining Godown Nos. 290, 291 and 292 are occupied as per report of area J.E., therefore, the plea taken by the complainant that no body is ready to take the Godown on rent due to lack of said amenities is not tenable." This would go to show that adjoining and neighbouring plots are well occupied and utilised and the contention that plot/godown in question is not fit for occupation, does not appear to be convincing. The original auction was held on 21.2.1995 and the endorsement in favour of the complainant was made on 20.5.1996. However the present complaint instituted on 24.2.1999 is clearly barred by time.

The total arrears from 1995 worked out in para No. 9 of the complaint shall far exceed Rs. 20 lacs. The complainant has not come with clean hands by challenging a purchase made by his predecessor-in-interest. The conclusion is that the complaint fails and is hereby dismissed. Complaint dismissed.