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**(2004) 05 NCDRC CK 0105**

**In the National Consumer Disputes Redressal Commission**

TAMIL NADU HOUSING BOARD

APPELLANT

Vs

TUTICORIN SANGARAPERI HOUSING BOARD

RESPONDENT

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**Date of Decision :** 31-05-2004

**Acts Referred:**

**Citation :** 2005 1 CPJ 122

**Hon'ble Judges :** A.Raman , R.Vanaroja J.

**Advocate :** V.Yuva Kumar , R.Loganathan

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**Judgement**

1. WE are satisfied that this appeal has to be accepted. From the facts of the case, it is clear that the opposite parties 1-3 namely the appellants herein have constructed houses and handed over the houses to the allottees. Further, it is clear that the opposite parties 1-3 have been supplying water to the allottees and they have made necessary provisions and built necessary infrastructure for the supply of water. They have formed roads, laid sewer lines and water pipe line and have also erected overhead tanks and all that is expected of them. The 4th opposite party namely Sankaraperi Panchayat Union has received Rs. 2,00,000/- from the opposite parties 1 to 3 for maintenance and for provision of water supply to the complainants. Ex. B5 is the Xerox copy of the letter. In the letter dated 21.11.1997, the 4th opposite party had stated that they will provide drinking water facilities to the colony of the complainants from 1.2.1998. Therefore, it is clear that from 1.2.1998 onwards, it is the duty of the 4th opposite party to supply water to the residents namely the complainants. The 4th opposite party has received necessary charges from the Housing Board. Therefore, in such circumstances, it is not known how there is any liability or duty cast upon the opposite party Nos. 1 to 3 to supply water to the complainant's Association. That there has been supply of water by the Housing Board to the complainant's Association till 31.1.1998 was not disputed. From the letter of the Panchayat Union, it is clear that from 1.2.1998 it is the duty of the Panchayat Union to make necessary supply of water to the members of the Association. It is also to be pointed out that the Panchayat Union having once accepted that they would make necessary arrangement for supply of water from

1.2.1998 and after having received the sum, go to the extent of denying the same in another communication. But the main thing is to be pointed out is that before the Lower Forum, they chose to remain absent and did not choose to contest at all. As far as the Housing Board is concerned, they have only undertaken to build up flats or apartments or houses which they have done. They have laid roads. They have laid drainages. They have laid pipe lines for water supply. They have constructed overhead tanks and they had supplied water by lorry till 31.1.1998. Thereafter it is the duty of the Panchayat Union to supply water to the complainants. In such circumstances, it is not known how the lower Forum can find the opposite party Nos. 1 to 3 guilty of deficiency in service. There is no undertaking by the opposite party Nos. 1 to 3 to provide them with water forever. The lower Forum has curiously stated that there is no privity of contract between the complainant and the 4th opposite party. There need not be any privity of contract. The 4th opposite party has stepped into the shoes of the opposite party Nos. 1 to 3 and they have taken over from the opposite party Nos. 1 to 3 the duty of supplying water to the complainants. Further, there being Panchayat Union is under statutory obligation as well. They are under an obligation to supply water to the complainants. The Housing Board cannot be expected to spend thousand of rupees out of their pocket for the purpose of supply of water. They have supplied water upto the point of time and they have provided necessary infrastructure facilities and they have instructed the agency concerned namely the Panchayat Union to take up the supply of water and the Panchayat Union has agreed to do so and has received the amounts therefor. In such circumstances, by no stretch of imagination, any liability can be fastened upon the opposite party Nos. 1 to 3, nor they can be accused of any deficiency in service. In such circumstances, we have to hold that the order passed by the Lower Forum cannot be sustained at all as against the opposite party Nos. 1 to 3.

2. IN the result, this appeal is allowed with cost of Rs. 500/-. The order passed by the Lower Forum will stand set aside. The complaint will stand dismissed but without costs. Time for compliance: Two months. Complaint dismissed.