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Sitaram Pandit Vs Jharkhand State Housing Board and Others

Court: Jharkhand High Court

Date of Decision: May 10, 2012

Hon'ble Judges: Narendra Nath Tiwari, J

Bench: Single Bench

Advocate: S.N. Das, for the Appellant; Sachin Kumar, for the Respondent

Judgement

Narendra Nath Tiwari

1. In this writ petition, the petitioner has prayed for a direction on the Respondent-Housing Board to execute registered deed of lease in favour of

the petitioner in respect of House No. LIG-234, at Housing Colony, Dhanbad, as the petitioner has already cleared ail the dues to the full

satisfaction of the respondents. It has been stated that the said house was allotted by the Housing Board to the petitioner under hire purchase

scheme as far back as on 16th May, 1989. Agreement to that respect was also executed. As per the terms of the agreement, the petitioner

deposited initially 20% of the total value of the house and subsequent monthly installments payable in 180 months. The petitioner has already

completed the payment of 180 installments in July, 2004. The petitioner was also put in possession of the house premises and he has been in

peaceful possession thereof, But in spite of depositing the entire amount payable, the Housing Board has not executed the deed of lease in favour

of the petitioner as per Clause 9 of the Agreement in spite of repeated requests and representation.

2. Learned counsel appearing on behalf of the respondents submitted that the petitioner has not brought the complete facts on record, though he

has paid the major amount, still some amount is due. Due to non-payment of the entire amount, lease deed has not been executed. He further

submitted that If the petitioner pays the balance amount, payable by him, the lease deed shall be executed as per the terms of the agreement.

3. I have heard learned counsel for the parties and considered the facts and materials on record.

4. It is an admitted fact that the said house was allotted to the petitioner and he made payment of initial deposits of 20% of the total amount and the

installments were fixed by the respondents. Though the petitioner has claimed that he has paid the entire amount, learned counsel for the Housing

Board submitted that some amount is still due and payable.

5. Considering the above, this writ petition is disposed of, directing the Respondent-Housing Board to give complete statement of the payment

made by the petitioner and finally calculate the same and work out the amount due to payable by the petitioner, if any. After the said calculation, a

copy of the complete statement also showing the amount, If any, payable by the petitioner shall be served on the petitioner within four weeks. If the

petitioner after going through the statement finds any difference/error in calculation etc., he shall file representation pointing out the same within four

weeks thereafter.

6. The respondents shall consider the petitioner"s representation and documents filed in support thereof. If the Respondent-Housing Board finds

that there is difference in the calculation, they shall correct the calculation in accordance with the record and thereafter shall make a final

assessment of the balance amount payable by the petitioner. If the said amount is paid/deposited by the petitioner, the respondents shall execute

the lease deed as per Clause 9 of the Agreement within four weeks from the date of depositing the amount by the petitioner. If the petitioner

disputes, the amount even after reassessment by the respondents, he shall be at liberty to approach the appropriate forum for redressal of his

grievance.