

(1990) 11 NCDRC CK 0009

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

AKHIL BHARTIYA GRAHAK
PANCHAYAT

APPELLANT

Vs

GUJARAT GRAM GRUH NIRMAN
BOARD

RESPONDENT

Date of Decision: Nov. 21, 1990

Citation: 1991 2 CPJ 218 : 1991 2 CPR 219

Hon'ble Judges: S.A.Shah , Leelaben Trivedi , R.K.Shah J.

Final Decision: Complaint allowed with cost

Judgement

1. THE first complainant is a voluntary consumer body registered under the Societies" Registration Act and complainant no. 2 is one of the persons who has applied for a residential house under the Scheme published by the first opposite party, Gujarat Gruh Nirman Board.

2. THERE is no dispute that the said Opposite Party is a statutory body, engaged in floating the Scheme, obtaining lands, constructing buildings thereon and allotting the same to the persons belonging to lower strata of the society. The Schemes so floated are known as "E.W.S." (Economically Weaker Section Scheme), L.I.G. (Lower Income Group), and MIG (Middle Income Group). The Opposite Party (for short the Board) makes demand survey and publishes the schemes giving benefit to the persons who belong to economically weaker section of the society.

It appears that the Board published an advertisement in the local newspaper including Gujarat Samachar daily in February 1982, offering low-cost houses to economically weaker class of people and invited Applications for allotment of those

houses. The Application Forms were to be obtained between 22nd February to 24th February 1982 on payment of Re. 1/-. Complainant No. 2 and others according obtained Application Forms and submitted the same to the Board along with the required deposit. Under the Scheme, initial deposit of Rs. 100/- was to be made for Type I houses and Rs. 200/- for Type II houses, within the specified lime.

The site proposed for the houses mentioned in the advertisement including the site at Bhadaj. Complainant No. 2 made an application for allotment of one Unit at Bhagaj. On receipt of the application together with the deposit, the Board vide its letter dated November 3,1982, informed the complainant that the Opponent had decided to allot I Unit at MIG Estate in Bhadaj and the estimated value at that time appeared to be Rs. 23,500/- and the complainant was required to deposit the estimated amount of Rs. 4,950/- and to pay to the Board an amount of Rs. 225/- every month by way of monthly instalment towards the price of the house.

3. IN pursuance of the said letter, the second complainant deposited Rs. 4,950/- vide Receipt dated 22.12.1982. He had earlier deposited an amount of Rs. 1,201/- vide receipt dt. March 24,1982 and, lastly, he had deposited Rs. 1850/- on May 2,1982. The said last deposit was towards escalation of the cost of construction. Thus, the second complainant, had deposited Rs. 8001/- with the Board.

The complainant has alleged that the Opponent Board has neither constructed any house, nor allotted any premises even though seven to eight years have passed and that the Board to eight years have passed and that the Board has failed to give proper reply to the inquiries made by the complainant from time to time. The second complainant, therefore, approached the first Complainant Association and the said Association also entered into correspondence with the Board and ultimately, since the Board did not give any satisfactory reply, complainant being aggrieved by the non-allotment of the premised house, both the Association as well as Complainant No. 2 have filed the present complaint for the reliefs as prayed for by them.

4. THE opposite party Board who appeared in response to the notice, has not disputed the payment made by Complainant No. 2 as well as the acceptance of the offer. However, the only explanation given by the Board for delay in allotting the

house is, that the contract which was given for construction of the house, to the contractor. THE contractor has the contract work and that from November 28, 1989, abandoned the contract work and from November 28, 1989, another contractor has been given the construction work and on the construction being completed, houses will be allotted to Complainant No. 2 and others.

The Board has also taken other contentions regarding the jurisdiction, stating that the second Complainant is not a "Consumer" within the meaning of the Act, and that the complainant has made default in payment, etc.

So far as the contention that the complainant is not a consumer within the meaning of Section 2(1)(d) of the Act, has no substance in view of the decision of the Hon"ble National Commission in the case of U.P. Avas Evam Vikas Parishad Housing & Development Board v. Garima Shukla and others, I (1991) CPJ 1 (NC) in First Appeal No. 5 of 1989, decided on August 27, 1989 and other Judgments. The present case is similar to the case referred above. The Opponent is a statutory Board and is enjoined with the duty to make demand survey, flot the schemes, obtain the land, construct the houses and allot the same for the benefit of weaker section of the Society.

5. THE second contention of the complainant had not paid some amount in lime, has also no substance in view of the fact that the amounts have been accepted though little late, seven years ago, and when the Board itself has not allotted the houses for seven years, keeping and retaining with it the deposited amount without paying any interest, the Board cannot be permitted to raise such dispute on flimsy ground.

6. HOWEVER, considering the interest of other applicants and high rising price of the immovable properties, we are of the opinion that even if this weaker section of the society gets the residential houses after a lapse of seven years, it will greatly help them, instead of indulging in litigation when the acute need for housing accommodation is obvious.

During the course of hearing, the Housing Commissioner himself remained present and tried to find out some solution so that the applicants may get some benefital though little late, and after persuasion, both the parties have arrived at an

understanding which we are inclined to accept in the state circumstances and hence we pass order in accordance with the settlement arrived at by the parties, as under :
- ORDER

(A) The Opponent Board will hand over physical possession of finished and duly constructed houses in accordance with the Scheme, within two (2) months, that is to say on or before January 7, 1991. (B) The Opponent Board will charge the interest on the loan obtained by the Board from HUDCO, from November 7, 1990 only. If any interest has been accrued on such loan obtained by the Board from HUDCO, the second complainant will not be responsible for the payment thereof prior to 7th November, 1990. (C) The complainant having waived the claim for compensation, he will not be entitled for any order for such compensation on account of delay in allotting the house. (D) So far as the costs are concerned, both the sides have left the same to the discretion of the Commission. We quantify the costs at Rs. 1,000/- (one thousand) and considering the fact that Complainant No. 2 shall have to pay costs and other expenses to Complainant No. 1(1) Association, we direct that the Opponent Board will pay Rs. 1,000/- as costs of this complaint to complainant No. 1. (E) Since the second Opponent State of Gujarat has been joined as a formal party, there will be no order against the said Opponent.

This 21st day of November, 1990. Complaint allowed with cost.