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(1992) 02 NCDRC CK 0009

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

PRADEEP SINGH BAKSHI	APPELLANT
Vs	
PUNJAB HOUSING DEVELOPMENT BOARD	RESPONDENT

Date of Decision: Feb. 17, 1992

Citation: 1992 0 CPC 90 : 1992 1 CPJ 391 : 1993 2 CLT 137

Hon'ble Judges: Surinder Singh , Amrit Tewari J.

Final Decision: Complaint partly allowed

Judgement

1. THIS complaint has been filed by Shri Pradeep Singh of Chandigarh through his General Attorney Sh. Kanwarjit Singh against the Punjab Housing Development Board, Chandigarh and Smt. Manpreet Kaur, with the allegations which are these. The complainant applied for allotment of a house i.e. HIG flat under Partial Self-Financing Scheme floated for S.A.S. Nagar (Mohali). The respondent Board allocated a house to the complainant in Sector 71 of S.A.S. Nagar vide letter dated 3.6.1988 (Annexure C-2) at the tentative cost of Rs. 2,80,000/- payable by instalments as indicated in the letter. The complainant deposited a sum of Rs. 80,000/- with the respondent Board. It is alleged that a H.I .G. flat was allotted to respondent No. 2 who is said to have been registered in the year 1988 and had deposited a sum of Rs. 10,000/- only. With these allegations a claim was made for the loss said to have been caused to the complainant to the tune of Rs. 6 lacs. The exact break up of this loss under various heads has not been given. The prayer made is that either a direction be issued to the respondents to allow a H.I.G. flat to the complainant as per letter dated 3.6.88 or in the alternative to pay Rs. 6 lacs as compensation for the loss suffered by him.

2. NOTICE being issued to the respondents, they filed their respective replies to the complaint. The case of the respondent Board is that the complainant had failed to make full payment of the price of the flat in terms of the letter of allocation and after issuing him reminders the allocation was cancelled. The complainant did not file any appeal against this cancellation nor represented before the competent authorities of the respondent Board, even for reconsideration of the cancellation. It was further admitted that the complainant had deposited a sum of Rs. 80,000/- out of the total amount of Rs. 1,05,000/-. He however failed to pay the balance amount due. In so far as respondent No. 2 is concerned it was contended that the allegations of the complainant to the effect that Flat No. 157, Sector 71, Mohali which was allotted to the said respondent had earlier been alloted to the complainant or anyone else was wrong. The respondent claimed heavy costs for being unnecessarily arrayed in these proceedings.

During the course of the arguments, the learned Counsel for the complainant mainly emphasized that the complainant had deposited a large amount of Rs. 80,000/- and he ought to have been alloted a flat and that the cancellation of the allocation in his favour was not justified because the letter issued by the Board in this connection had been sent to a wrong address. According to the Counsel, the letter Annexure C-1 indicated the address of the complainant as 439, Sec. 35-A, Chandigarh, but as per letter Annexure C-6 he had intimated about the change of his address as C/o S. Kanwarjit Singh, House No. 2707, Phase VII, S .A.S. Nagar (Mohali). It is further contended that letters Annexures 21,22 & 23 in consequence of which his allocation was cancelled were addressed to the 12, Sector 8-A, Chandigarh. A closure scrutiny of the record reveals that even at the time when the complainant sent the deposit of Rs. 70,000/- to the respondent Board vide Annexure C-9, he had mentioned the address as 12, Sector 8- A, Chandigarh. It was but natural for the Board to send the correspondence to him at that address. The request of the complainant for the change of address as contained in his letter dated 18.9.90 (Annexure C-6) was made much later that the cancellation of the allocation vide Annexure-23 which is dated 5.7.90. This request was, therefore, meaningless. It is also worthy of notice that even in the letter Annexure C-2,12, Sector 8-A, Chandigarh is also shown as the address of the complainant. In the circumstances it was the complainant himself who was responsible for his fate by not making a timely deposit of the remaining price of the flat, or making proper arrangement for the receipt of his communications at the address given by him earlier. The allocation in favour of the complainant was, therefore, rightly cancelled and no grievance in regard to the same can be made. We have to observe here that respondent No. 2 has been unnecessarily arrayed in this complaint and this respondent had to arrange for legal representation at all the hearings in this case by incurring unnecessary and substantial expenditure. Furthermore the complainant failed to prove that the flat allotted to the said respondent had earlier been allotted to the complainant or anyone else. Respondent No. 2 is, therefore, entitled to be duly compensated by the complainant in this behalf.

In the result the complaint is allowed partly to the extent that the complainant is only entitled to the refund of Rs. 80,000/- deposited by him and admittedly received by respondent No. 1 from the complainant However, the respondent Board should have refunded the amount of the complainant immediately on cancellation of his allocation as per letter Annexure-23 dated 5.7.90 which they did not do. The complainant is, therefore, entitled to interest at the rate of 12% per annum on the amount of Rs. 80,000/- w.e.f. 5.7.90 uptill the date of actual refund which shall be made by respondent No. 1 within one month from today. We further direct that the complainant shall pay Rs. 500/- as litigation cost of respondent No. 2 for having unnecessarily arrayed her as a respondent. Announce in open Court in presence of the parties. Complaint partly allowed.