
(2002) 02 NCDRC CK 0023

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

CHANDIGARH HOUSING BOARD

APPELLANT

Vs

HARJINDER SINGH

RESPONDENT

Date of Decision: Feb. 28, 2002

Citation: 2003 4 CPJ 320

Hon'ble Judges: K.K.Srivastava , Devinderjit Dhatt , MajGenS.P.Kapoor J.

Final Decision: Appeal dismissed

Judgement

1. IN this appeal filed by Chandigarh Housing Board against order dated 2.7.2001 passed by the District Consumer Disputes Redressal Forum-II, U.T., Chandigarh (for short hereinafter referred to as the District Forum-II), the sole contention made by the learned Counsel for the appellant is that the flat in question was completed in December, 1993 and the second draw for allotment of the flat numbers was held on 26.12.1993. The possession of the flat allotted to the complainant was handed over on 11.1.1994 and as such there was no deficiency in service on the part of the appellant. The finding of the District Forum-II regarding the deficiency in service on the part of the Chandigarh Housing Board in the delay in delivery of possession of the flat has been challenged on the aforesaid grounds. The complainant Shri Harjinder Singh put in appearance in this appeal through Mr. J.P. Sharma, Advocate, on the other hand, defended the impugned order of the District Forum-II and contended that the flats were under the Self Financing Scheme and the total price of the flat amounting to Rs. 4,73,363/- was deposited in May, 1993. He further contended that the facts in the instant case are not much in dispute and the facts have been taken into consideration by the District Forum-II. He has referred to Para 9 of the impugned order, wherein the District Forum-II considered the rival contention and recorded a finding that the complainant/respondent was made to wait for a period of seven months to get the allotment of the flat and as such the opposite party was guilty of deficiency in service. The District Forum-II held that the draw of allotment of a particular unit should have been done promptly particularly with the flats stood already constructed. According to the finding of the District

Forum-II, the reasonable time needed for the allotment could be at the most two months. The learned Counsel for the respondent contended that no fault can be found with this finding of the District Forum-II.

2. THE Hon"ble Supreme Court has in the case reported in Lucknow Development Authority v. M.K. Gupta, III (1993) CPJ 7 (SC)=National Commission and SC on Consumer Cases 278 (NC), held that the statutory authorities such as Lucknow Development Authority or Delhi Development Authority or Bangalore Development Authority constituted under State Acts to carry on planned development of the cities in the State are amenable to Consumer Protection Act, 1986 for any act or omission relating to housing activity such as :

(i) delay in delivery of possession of the houses to the allottees; (ii) on-completion of the flat within the stipulated time; or (iii) defective and faulty construction etc.

It was further held that in fact the C.P. Act requires provider of service to be more objective and caretaker. It is still more in public services. THE Hon"ble Apex Court further held that construction of a house or flat is for the benefit of the person for whom it is constructed. He may do it himself or hire services of a builder or contractor. THE latter being for consideration is service as defined in the C.P. Act. Similarly when a statutory authority develops land or allots a site or constructs a house for the benefit of common man, it is as much service as by a builder or contractor and in case of the statutory authority, it is the statutory service.

Undisputedly, the amount of the cost of the flat was deposited by the respondent/complainant in May, 1993 and he had to wait for a period of seven months to get the allotment of the flat. We are of the considered opinion that the learned District Forum-II was right in holding the opposite party guilty of deficiency in service and in issuing a direction to the appellant/opposite party to pay interest @ 12% per annum on the amount deposited by the complainant i.e. Rs. 4,73,363/- for a period of five years. The appeal lacks merit and is dismissed. The costs of appeal shall, however, be borne by the parties themselves. Copies of this judgment be supplied to the parties free of charges. Appeal dismissed.