

N. Anand Rao Vs. Delhi Development Authority and Others

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Court : Delhi State Consumer Disputes Redressal Commission SCDRC New Delhi

Decided On : Oct-23-1994

Judge : Mr. R.N. Mittal, President; the Honourable Ms. Justice S. Brar, Member

Appeal No. : Appeal Nos. A. 502 of 1993 & A. 508 of 1993

Appellant : N. Anand Rao

Respondent : Delhi Development Authority and Others

Judgement :

R.N. Mittal, President:

1. This order will dispose of appeal Nos. A-502 and A- 508 of 1993 which arise out of the same judgment of the District Forum-II. Appeal No. A-502 of 1993 has been filed by the DDA and A-508 of 1993 by the complainant.

2. Briefly the facts are that the complainant got himself registered under registration scheme of New Pattern 1979, with the DDA. He was allotted a flat on hire purchase basis. Later, he applied for change into cash down payment which was accepted and the flat was allotted by the DDA on that basis. He made full payment on 18-6-90. The possession letter was issued to him on 29-1-91. It is alleged, that inspite of his best effort he was not delivered the flat immediately after depositing the price. He was informed on 15-3-91 that the possession would be given to him in the month of April, 91. Inspite of that letter he was not given

possession in April but it was given to him on 30-5-91. He filed a claim claiming loss of Rs. 33,714.25 suffered by him.

3. Opposite Party No. 1-DDA contested the complaint. The other OPs namely Municipal Corporation of Delhi (MCD) and Delhi Electric Supply Undertaking (DESU) did not contest the complaint. OP-1 pleaded that the possession letter was issued to him on 29-1-91 as the water and electricity facilities were not available in the flats. It is further pleaded that the delay of 4-5 months was normal delay in delivering the possession. Consequently they denied their liability to pay any damages to the complainant. However, they admitted full payment by the complainant before the last date of payment. They also took objection that the complaint was not maintainable for want of notice u/Sec. 53-B of the Delhi Development Act, 1956 (DD Act).

4. The Forum came to the conclusion that no notice u/Sec. 53-B of the DD Act was necessary to be served. On merits it held that the DDA took unnecessary time to deliver possession of the flat, which should have been delivered within 15 days from the date of delivery of letter of possession and that the letter of possession should have been delivered within one month after the final payment. In view of the aforesaid findings it granted interest on the amount @ 18% p.a. from 11/2 months after the date of deposit of the amount till the date of delivery of the possession. It further held that as the complainant had claimed Rs. 33,714.25 which was less than the amount of interest worked out for the relevant period @ 18% p.a. he was entitled to get the amount of Rs. 33,714.25, claimed by him. He was also awarded Rs. 1,000/- as costs. Both the parties have come up in appeal against the said order.

5. We have very carefully gone through the judgment and find that it is well reasoned, just and equitable. Normally the letter of possession should be delivered to the allottee within one month of the date of depositing the total price and the possession of the flat should be delivered within about 15 days from the date of delivery of the letter of possession. The reasoning of the District Forum appears to be sound. It has not been shown to us that notice u/Sec. 53-B of the DD Act was essential. Consequently we do not find any reason to interfere with the order of the

District Forum and dismiss the appeals with no order as to costs.

Appeals dismissed.

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