

**Krishan Lal Vs. Haryana Urban Development Authority Through
Itâandeuro;andtrade;s Chief Administrator and Another**

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Court : National Consumer Disputes Redressal Commission NCDRC

Decided On : Jul-03-2012

Judge : R.C. Jain, Presiding Member & the Honourable Mr. S.K. Naik,
Member

Appeal No. : REVISION PETITION NO. 1334 OF 2012 in First Appeal No. 896 of
2008

Appellant : Krishan Lal

Respondent : Haryana Urban Development Authority Through
Itâandeuro;andtrade;s Chief Administrator and Another

Judgement :

S.K. NAIK, MEMBER

1. Challenge in this revision petition is to the order dated 9th of December, 2011 of the Haryana State Consumer Disputes Redressal Commission, Panchkula (for short the State Commission) passed in First Appeal No. 896 of 2008 reversing the order dated 2nd of November, 2007 of the District Consumer Disputes Redressal Forum, Panchkula (for short the District Forum), vide which the District Forum had allowed the complaint of the petitioner/complainant directing the respondent/opposite party/Haryana Urban Development Authority to transfer plot

no. 1966, Sector-28, Panchkula in the name of one Ashu Bala d/o Roshan Lal and also to pay a lump-sum compensation of Rs.2000/- for harassment, costs etc.

2. Facts of the case, in brief, are that the petitioner/complainant had applied for allotment of three residential plots; one of the size of 10 marla in the category reserved for employees as he was an employee of the State police department and the other two of 6 marla each in the general category. The petitioner/complainant appears to have been extraordinarily lucky, inasmuch as he was successful for the allotment of all the three plots taken out in the draw of lots. The petitioner/complainant claims that he had deposited 10% of the cost of the plot at the time of registration and had also promptly deposited the balance 15% after being informed that he had been successful in the draw of lots to constitute the earnest money. It is the say of the petitioner/complainant that when the respondent/opposite party/Haryana Urban Development Authority asked him to opt for the retention of the plot either under the employees category or the general category as he could not be given the benefit under both the categories; he opted for retaining the two plots of 6 marla each in the general category and surrendered the 10 marla plot allotted under the employees category. While the petitioner/complainant claims that he had requested the respondent/opposite party/Haryana Urban Development Authority to adjust the 25% earnest money deposited against plot no. 377, Sector-27 (employees quota) against plot no. 1966, Sector-28 retained by him in the general category; the respondent/opposite party/Haryana Urban Development Authority failed to accede to his request and cancelled the allotment of plot no. 1966 on the pretext of the total earnest money i.e. balance of 15% not having been deposited within the prescribed period of 30 days from the date of the allotment. Contending also that when an enquiry had been floated with regard to the balance amount to be paid against the said plot no. 1966, the respondent/opposite party/Haryana Urban Development Authority had failed to give him the details and further his request for transfer of the said plot in the name of Ashu Bala d/o Roshan Lal had been declined. This, the petitioner/complainant claims, had forced him to approach the District Forum who vide the order referred to above had directed the respondent/opposite party/Haryana Urban Development Authority to transfer the said plot in the name of said Ashu Bala. Aggrieved thereupon, the respondent/opposite party/Haryana

Urban Development Authority had filed appeal before the State Commission who accepted their appeal, set aside the order of the District Forum and dismissed the complaint.

3. Having lost the right to transfer plot no. 1966 to Ashu Bala as granted by the District Forum, the petitioner/complainant has filed this revision petition.

4. We have heard Shri K.S. Jetley, learned counsel appearing for the petitioner/complainant. He has submitted that as per the allotment letter dated 30th of June, 2004 he was required to pay 25% of the value of the plot within one month. Since 10% had already been paid at the time of registration itself, he was required to pay another 15% of the cost of the plot within that period. As per him, amount equivalent to 10% of the cost of the plot no. 377, Sector-27, which he surrendered, was lying in deposit with the respondent/opposite party/Haryana Urban Development Authority and he had requested them to adjust the said amount against the plot no. 1966. Further, he had also deposited a sum of Rs.48,000/- on 29th of July, 2004 and, therefore, the aggregate amount of Rs.1,32,875/- fully covered the payment of 25% with regard to plot no. 1966. Learned counsel contends that in view thereof, the State Commission has erroneously held that the petitioner/complainant had failed to deposit the balance of 15% within the prescribed period of one month and has wrongly held that the respondent/opposite party/Haryana Urban Development Authority has committed no illegality in cancelling the allotment of plot no. 1966. He has further submitted that no letter or order pertaining to the cancellation of allotment of plot bearing no. 1966 was ever served upon the petitioner/complainant at any point of time.

5. We have carefully perused the orders passed by the fora below. Besides, we have gone through the records of the case and have given due consideration to the argument advanced by the learned counsel.

6. The moot point for adjudication is as to whether the State Commission has committed any illegality or irregularity in arriving at the conclusion that in terms of condition no.4 of allotment letter the petitioner/complainant was required to pay 15% of the tentative price within 30 days of the allotment letter dated 30th of June, 2004 but instead of depositing Rs.1,27,312/- which constituted 25% of the amount,

the petitioner/complainant deposited only Rs.48,000/- which was not in consonance with condition no.4 of the letter of allotment and the respondent/opposite party/Haryana Urban Development Authority was within their right to cancel the allotment of plot no. 1966. Learned counsel for the petitioner/complainant admits that in terms of condition of allotment, he was required to deposit the balance 15% i.e. Rs.1,27,312/- within 30 days from 30th of June, 2004. He also admits that only a sum of Rs.48,000/- was deposited on the 29th of July, 2004 with regard to the balance amount to constitute the 25%. However, he contends that he had made a request for the adjustment of his registration amount against plot no. 377, Sector-27. We, however, find that the petitioner/complainant had given his consent for withdrawal/cancellation of plot no. 377 as per his own showing on the 17th of August, 2004 whereas as per condition no.4 the balance 15% amount ought to have been deposited by the 29th of July, 2004. Interestingly, we also notice that the petitioner/complainant even before acquiring any right over plot no. 1966, Sector-28 by depositing the earnest amount had applied for the transfer of the plot in favour of Ashu Bala. The direction of the District Forum to effect such a transfer was patently wrong and the State Commission has committed no illegality or irregularity in its order with which we are in full agreement.

7. We do not find any illegality, material irregularity much less any jurisdictional error in the impugned order warranting our interference in exercise of our supervisory jurisdiction under Section 21(b) of the Consumer Protection Act. The revision petition accordingly is dismissed in limine.

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