

STATE CONSUMER DISPUTES REDRESSAL COMMISSION,  
UTTAR PRADESH, LUCKNOW.

APPEAL NO. 1153 OF 2004

(Against the judgment/order dated 20.2.2004 in Complaint Case  
No.961/02 of the District Consumer Forum-II, Lucknow)

Lucknow Development Authority ...Appellant  
Versus  
Ramendra Nath Verma .....Respondent

BEFORE:-

HON'BLE MR. JUSTICE BHANWAR SINGH, PRESIDENT.

HON'BLE MRS. RACHNA, MEMBER.

For the Appellant : Mr. Ashish Agnihotri, Advocate.

For the Respondent : Mr. S.B. Srivastava, Advocate.

Dated : 8.7.2010

JUDGMENT

HON'BLE MR. JUSTICE BHANWAR SINGH, PRESIDENT (ORAL)

Heard Mr. Ashish Agnihotri, learned counsel for the Lucknow Development Authority, the appellant and Mr. S.B. Srivastava, learned counsel for the respondent/complainant.

This appeal is directed against the judgment and order dated 20.2.2004 whereby the appellant Authority was directed to execute sale-deed in respect of House No.15, Ist Floor, Vatayan, Nehru Enclave in favour of the respondent/complainant. The learned counsel for both the parties convey that the sale-deed has been executed by the Lucknow Development Authority and in this way the judgment stands carried out.

However, two issues subsequent to the date of the execution of the sale-deed were framed for final settlement of the disputes subsisting between the parties. These two issues are as follows:-

- 1- Whether the additional amount realised from the complainant at the time of the execution of the sale-deed has been wrongly charged by the Lucknow Development Authority?
- 2- Whether the rate of interest i.e. 12% p.a. awarded by the Forum below is liable to be reduced as pleaded by the Lucknow Development Authority?

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Findings on the issue No.1:-

With reference to the annexure '3' i.e. letter dated 23.9.2009 issued by the Development Authority, learned counsel for the respondent has argued that the cost of the property i.e. house alienated to the respondent has been shown as Rs.3,97,400.00. In the brochure of the scheme the initial cost of the flat was determined as Rs.3,63,0000.00 but subsequently it was escalated to Rs.3,97,400.00. The complainant was asked to deposit during the course of time a total sum of Rs.4,61,156.49. The similarly situated flats were sold by the Lucknow Development Authority to other allottees for Rs.3,97,400.00 only and in order to prove this fact, the respondent has filed his affidavit and asserted in para 7 thereof that flat No.22 of the same specifications within the same category and scheme as that of the respondent/complainant was sold to Sri Naresh Kumar Mehrotra and Smt. Mohini for a sum of Rs.3,97,400.00 only. These two allottees were also asked to deposit Rs.4,61,000.00 but the excess money had been refunded to them. There is no rebuttal of this averment by the Authority and in para 8 the respondent has further stated that the excess money was refunded alongwith interest vide cheque No.35458 of UCO Bank dated 22.5.2009 and cheque No.548128 of the same bank dated 2.1.2010. In the letter of Lucknow Development Authority dated 23.9.2009 the cost of the flat has been subsequently mentioned as Rs.3,97,400.00 and there is no reason as to why on the face of this recital the complainant should be asked to pay more than this, particularly when the similarly situated flat has been sold as mentioned above on the same price. We shall, therefore, direct that the excess price of Rs.63,756.49 be refunded to the complainant alongwith interest @ 12% p.a.

The issue is decided, accordingly.

Findings on the issue No.2:-

As regards the rate of interest, it may be observed that the initial allotment of the flat in the name of the complainant was made way back on 10.10.1990. About 20 years have elapsed and during all these 20 years the complainant has been requesting for delivery of possession in accordance with terms of the allotment order. He has very sincerely

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adhered to the payment scheme but the Development Authority did not move without any rhyme or reason. The possession was handed over to the complainant on 4.5.2010 while the sale-deed had been executed in the year 2009. The complainant's money remained lying in the coffers of the Lucknow Development Authority and naturally the Authority derived advantage of the said money. It would, therefore, be fair to the complainant if he is paid interest @ 12% p.a. We, therefore, do not find any cogent reason to interfere with the award of the Forum below, insofar as payment of the interest is concerned.

For the reasons recorded above, we do not find any merit in the appeal. It is hereby dismissed with modification of the impugned order in terms of above.

Before parting, we would like to observe that though the LDA must comply with the above judgment sooner than later, yet must fix a liability for the delay on the officer/officials concerned and realise from the guilty person the amount of interest it is liable to pay to the complainant. Also it is implied in such an enquiry that the one who is held responsible for the delay must be suitably punished so as to vindicate a public cause. Harassment of an allottee for 20 years without his fault must be accountable in public interest. Already, the development Authorities have earned bad name and ill-fame for lot many maladies prevailing in and only a few not all of their employees are to blame for malaise.

  
(JUSTICE BHANWAR SINGH)  
PRESIDENT

  
(RACHNA)  
MEMBER

Jafri