

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II,
U.T. CHANDIGARH

Consumer Complaint No : 642 of 2022
Date of Institution : 31.08.2022
Date of Decision : 01.08.2023

Vidya Shankar Pandey s/o Sh.Hardeo Pandey, R/o 1916, Sector 39-B, Chandigarh.

.....Complainant

Versus

Delhi Development Authority, Housing Department, 4 Mahatama Gandhi Road, IP Estate, New Delhi, Delhi 110002 through its Pr.Commissioner (Housing).

..... Opposite

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA

MEMBER

Argued by: -

Sh.Pranab Bansal, Adv. proxy for Sh.Sandeep Bhardwaj, Counsel for the complainant

Sh.Anish Gautam, Counsel of OP

PER B. M. SHARMA, MEMBER

The case of the complainant precisely is that he initially deposited of Rs.4,500/- with the OP in 1979 for New Pattern Housing Scheme advertised by it and was accordingly issued Allotment letter No.M-312(2981) 101 (NPRS) DW, dated 26.12.2001 with a demand to deposit the amount (Ann.C-4). The complainant, as per demand of the OP, deposited an amount of Rs.7,58,000/- with it by availing loan facility from IDBI Bank and also paid Rs.20,000/- vide cheque dated 17.1.2002 (Ann.C-5 & C-6). It is averred that the complainant had paid interest of Rs.5,03,514/- upto 2013 on the loan amounting to Rs.8,17,670/- (Ann.C-7 to C-8). It is stated that the complainant vide letter sent in Jan., 2013 informed the OP about deposit of papers, deposit of Rs.99,600/- towards collector stamps and completed all the formalities in accordance with the conditions of the OP (Ann.C-9 to C-11). Thereafter the OP issued Show Cause Notice to the complainant vide letter dated 23.6.2006 (Ann.C-12) informing that he is not eligible for allotment of DDA Flat as he has

been allotted Flat No.3014, IFCI, CGHS Ltd, Sector 23, Plot No.4, Dwarka (Ann.C-12), whereas the IFCI Cooperative Housing Scheme in Dwarka had a much later formulation than 1979 and it was completed in 1999 which the complainant availed as the new pattern MIG Scheme was not making any progress. However, the OP allotted the said flat to someone else without any intimation or advice to the complainant nor returned his amount of Rs.7,82,951/-.

It is submitted that the complainant approached the OP on 1.4.2015 for at least refund of his amount, whereupon the OP took another two years and refunded an amount of Rs.7,63,398/- to the complainant on 11.4.2017 (Ann.C-13). However, the OP did not pay any interest on the said amount for such long period. Thereafter, the complainant agitated the issue of payment of interest and return of stamps with the OP vide letter dated 11.5.2017 whereupon the OP returned the conveyance deed stamps on 6.11.2017 which were sent to Collector of Stamps New Delhi. It is also submitted that the OP has not responded on the issue of payment of interest on the amount retained by it for 15 years despite letter dated 29.11.2017 (Ann.C-16). Hence, the present complaint has been preferred.

2] The OP has filed written version stating that the complainant was allotted Flat No.120, 3rd Floor, Pocket-B, Phase-2, Sector 13, MIG, Dwarka after draw of lots and the allotment letter was issued within the block 26.12.2001-31.12.2001. It is stated that the complainant concealed material facts from the OP that he had already been allotted Flat No.3014, I.F.C.I., CGHS Ltd Sector 23, Plot NO.4, Dwarka in Group Housing Branch, DDA through draw held on 28.11.1999, and also gave false affidavit dated 11.9.2002 mentioning that he or his wife or dependent children do not own residential house in urban area of Delhi, as such Show Cause Notice dated 23.6.2006 (Ann.C-12) was issued to him. It is submitted that the complainant already filed consumer Complaint No.CC/815/2018 before Hon'ble State Commission, Delhi which has been withdrawn by him on 18.8.2022 but no liberty was given to him to institute fresh complaint on the same cause of action. It is submitted that the complainant was not entitled for any refund but on humanitarian ground, the OP refunded the amount of Rs.7,63,398/- to the complainant in his account on 10.4.2017 as well as returned the original conveyance deed papers, duly stamped. It is pleaded that the complainant himself had committed serious criminal offence with the OP while executing wrong & false affidavit dated 11.9.2002 there is no deficiency in service in the matter. Denying other allegations, the OP has prayed for dismissal of the complaint.

3] Replication has also been filed by the complainant controverting the assertions of the OP made in reply.

4] Parties led evidence in support of their contentions.

5] We have heard the Id.Counsel for the parties and have gone through the documents on record including written arguments.

6] The thorough perusal of record reveals that the complainant deposited an amount of Rs.20,000/- on 21.1.2002 and Rs.7,58,481/- on 14.5.2002 as well as Rs.99,600/- on 26.11.2002 towards conveyance deed with the OP against the allotment of Flat No.120, Pkt.B, Ph.II, Dwarka, Delhi. However, the said allotment was cancelled by the OP and an amount of Rs.7,63,398/- was refunded to the complainant on 11.4.2017. It is undisputed that the complainant was never delivered the possession of said flat and it was cancelled while in processing.

7] The grievance of the complainant is regarding non-payment of any interest on the said refunded amount by the OP, which remained with the OP since the year 2002 till 11.4.2017. To this, the stand of the OP is that there was concealment of material facts on the part of the complainant about already having flat in Delhi under DDA, so the allotment was cancelled and the complainant was refunded the amount on humanitarian ground though he was not entitled for it.

8] We do not find merit in the stand of the OP. Once the allotment has been cancelled and the amount has been refunded, the interest accrued thereon, has also to be paid to the complainant. The OP Authority has surely utilized the said amount of the complainant for such a long period from the year 2002 till 2017 and has certainly gained monetary benefits thereof, so the OP cannot be allowed to deny benefit thereof to the complainant. The complainant is definitely entitled to get the interest amount accumulated on the deposited amount for the period it remained with the OP. The OP Authority, a government institute, cannot be allowed to enrich itself at the cost of common consumer i.e. the complainant in present case. Therefore, the deficiency in service as well as unfair trade on the part of the OP is writ large, which certainly has caused loss and harassment to the complainant.

9] As regards the plea of the complainant seeking refund of amount incurred on stamp paper/duty is concerned, the same is not acceptable as it is the case of the complainant himself per Ann.C-15 that the OP has already returned the stamp papers/conveyance deed for the purpose of refund of stamp duty. Otherwise also it was the duty of the complainant to seek refund of the stamp duty from the concerned authority from where the same were purchased once it has admittedly been received by him in original (Ann.C-16).

10] Taking into consideration the findings aforesaid, we are of the opinion that the deficiency in service as well as unfair trade practice on the part of the OP has been proved. Therefore, the present complaint is allowed with direction to the Opposite Party as under:-

- a) To pay interest @10% p.a. on the amount of Rs.7,63,398/- from the date of deposit till it has been refunded i.e. 11.4.2017;
- b) To pay an amount of Rs.25,000/- to the complainant towards compensation and litigation expenses.

This order shall be complied with by the OP within a period of 60 days from the date of receipt of copy of this order.

Certified copy of this order be sent to the parties, free of charge. After compliance, file be consigned to record room.

Announced

01.08.2023

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER