

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

I.A.NO.43 OF 2015

IN

CIVIL APPEAL No.3769 of 1996

BUFFALO TRADERS WELFARE ASSOCIATION

.....APPELLANT

VERSUS

UNION OF INDIA THROUGH SECRETARY,
MINISTRY OF AGRICULTURE & ORS.

.....RESPONDENTS

O R D E R

I.A.No.43 of 2015

1. The question that arises for consideration in the instant I.A. is related to the refund of Rs.3,07,30,871/- (Rupees three crore, seven lakh, thirty thousand, eight hundred seventy one), paid by the Municipal Corporation of Delhi to the U.P.S.I.D.C, Ghaziabad, on 19.11.1996, as a consideration for a plot of land measuring 54.27 acres in the Mussoorie-Gulawati Industrial Area, Ghaziabad. It is relevant to indicate, that the aforesaid plot was allotted to the Municipal Corporation of Delhi, consequent upon directions issued by this Court.

2. The refund is claimed on account of the fact, that the aforestated plot measuring 54.27 acres, had to be surrendered by the Municipal Corporation of Delhi to the UPSIDC, Ghaziabad, on 13.08.2003. It is therefore the contention of the learned counsel representing the East Delhi Municipal Corporation (the successor of the erstwhile unified Municipal Corporation of Delhi), that the refund ought to have been made by the UPSIDC, Ghaziabad, with effect from the date of surrender i.e. on 13.08.2003, and since the same was only made on 28.02.2017, the East Delhi Municipal Corporation is entitled to interest on the delayed refund.

3. Learned counsel representing the UPSIDC, Ghaziabad, vehemently opposed the submission of payment of interest. It was the contention of the learned counsel, that the UPSIDC, Ghaziabad, is not at fault at all. It is only because the activity of a slaughter-house could not be carried out at the originally allotted site, that the Municipal Corporation of Delhi, had to per force surrender the plot (measuring 54.27 acres) to the UPSIDC, Ghaziabad, on 13.08.2003. It was submitted, that the UPSIDC, Ghaziabad, thereafter carved out plots out of the surrendered land, and sold the same in due course.

4. We have given our thoughtful consideration to the submissions advanced by the learned counsel for the rival parties on the issue of payment of interest. It is not possible for us to accept the contention advanced at the hands of the East Delhi Municipal Corporation, that interest should be calculated with effect from 19.11.1996 and/or 13.08.2003. We say so because the surrender of the plot of land in question (measuring 54.27 acres)

was not as a consequence of any infirmity at the hands of the UPSIDC, Ghaziabad. The claim for interest with effect from the date of surrender i.e. 13.08.2003 cannot therefore be accepted.

5. We are however satisfied, that when the UPSIDC, Ghaziabad, commenced the sale of plots carved out of the surrendered land (of 54.27 acres), the amount recovered by it ought to have been refunded forthwith to the East Delhi Municipal Corporation. We therefore hereby direct, that the UPSIDC, Ghaziabad, shall determine the date on which it received payment(s) with reference to the sale of plots from the surrendered area of 54.27 acres. That shall be the point with effect from which the UPSIDC, Ghaziabad, ought to have refunded the money deposited by the Delhi Municipal Corporation. From the date of receipt of inward remittance, the UPSIDC, Ghaziabad, shall pay interest at the rate of 6% per annum till the refund was eventually made on 28.02.2017. We order accordingly.

6. It is however essential for us to notice, that the total income earned by the UPSIDC, Ghaziabad, from the sale of plots in question was Rs.658.68 lakhs (Rupees six crores, fifty eight lakhs, and sixty eight thousand only). As such, we are satisfied in directing, that the refund amount along with interest, calculated in the manner indicated hereinabove, shall not be in excess of Rs.658.68 lakhs, earned by the UPSIDC, Ghaziabad from the sale of plots in question. The calculations shall be made by the UPSIDC, Ghaziabad, within two months, and the payment of interest shall be made within three months from today.

7. I.A.No.43/2015 stands disposed of, in the above terms.

.....CJI.
(JAGDISH SINGH KHEHAR)

.....J.
(Dr.D.Y.CHANDRACHUD)

NEW DELHI;
AUGUST 4, 2017.

ITEM NO.1

COURT NO.1

SECTION XIV

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s).3769/1996

BUFFALO TRADERS WELFARE ASSOCIATION

Appellant(s)

VERSUS

UNION OF INDIA THROUGH SECRETARY,
MINISTRY OF AGRICULTURE & ORS.

Respondent(s)

(FOR ON IA 43/2015 APPLICATION FOR DIRECTION)

Date : 04-08-2017 These matters were called on for hearing today.

CORAM :

HON'BLE THE CHIEF JUSTICE
HON'BLE DR. JUSTICE D.Y. CHANDRACHUD

For Appellant(s) Mr.Mukesh K. Giri, AOR

Mr.Shekhar Prit Jha, AOR

M/s. Parekh & Co., AOR

For Respondent(s) Mr.Sanjiv Sen, Sr.Adv.
Mr.Praveen Swarup, Adv.
Mr.Syed Jafar Husain, Adv.

Mr.A.K.Sanghi, Sr.Adv.

Ms.Rekha Pandey, Adv.

Mr.Ajay Kumar Singh, Adv.

Mr.W.A.Qadri, Adv.

Mr.M.K.Maroria, Adv.

Mr.B.K.Prasad, Adv.

Mr.B.V.Balram Das, Adv.

Mr.A.C.Pradhan, Sr.Adv.

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Ms.Tulika Prakash, AOR

Mr.Vishnu B.Saharya, Adv.

Mr.Viresh B.Saharya, Adv.

For M/s Saharya & Co., AOR

Mr.Vijay Panjwani, AOR

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Mr.Anuvrat Sharma, AOR

Mr.Shakil Ahmed Syed, AOR

Mr.Sapam Biswajit Meitei, Adv.
Mr.Naresh Kr.Gaur, Adv.
Mr.Ashok Kr.Singh, Adv.

Mr.Vijay Panjwani, Adv.

UPON hearing the counsel the Court made the following
O R D E R

I.A.No.43/2015 stands disposed of, in terms of the signed
order.

(SATISH KUMAR YADAV)
AR-CUM-PS

(Signed order is placed on the file)

(RENUKA SADANA)
ASST.REGISTRAR