



**In the High Court of Punjab and Haryana, at Chandigarh**

**Regular Second Appeal No. 3224 of 2014**

**Date of Decision: 28.03.2025**

Narinder Pal Kaur

... Appellant(s)

Versus

Registrar of Cooperative Societies and Others

... Respondent(s)

**CORAM: Hon'ble Mr. Justice Anil Kshetarpal.**

Present: Mr. Anish Setia and Mr. Surinder Singh, Advocates  
for the appellant(s).

Mr. Mayank Sharma, Advocate  
for respondent No.1

Mr. Kamal K. Sharma, Advocate  
for respondent No.3.

**Anil Kshetarpal, J.**

1. The Regular Second Appeal in the States of Punjab, Haryana and Union Territory, Chandigarh is governed by Section 41 of the Punjab Courts Act, 1918 and not by Section 100 of the Code of Civil Procedure, 1908, as held by a five Judge Bench of the Supreme Court in *Pankajakshi (Dead) through LRs v. Chandrika and Others (2016) 6 SCC 157*.
2. The plaintiff assails the correctness of the concurrent findings of facts arrived at by both the Courts below while dismissing her suit for declaration with the consequential relief of permanent injunction.
3. In substance, the plaintiff prays for the entitlement of an apartment in defendant No.3-Chandigarh Tenants Cooperative House Building Society Limited (hereinafter referred to as "the Society"). It has

come on record that the Society had directed its members to deposit the amount by 25.05.1992 because in turn, it was required to deposit the amount with the Chandigarh Housing Board by 31.05.1992. Admittedly, the plaintiff committed default. She did not deposit the amount by 25.05.1992. She, in fact, deposited the amount on 01.06.1992 in the bank account of defendant No.3-Society. Undoubtedly, the Society has been making efforts to secure allotment for the plaintiff by writing repeated letters to the Chandigarh Housing Board. However, that would not clothe the plaintiff with any right and her default has never been condoned.

4. The learned counsel representing the appellant submits that the plaintiff was asked to deposit an amount of ₹45,000/- in the year 1998 and ₹84,700/- in the year 2000 which she deposited. On a court question, the learned counsel representing the appellant has failed to draw the attention of the Court to any demand made by the Society that binds the plaintiff to pay the amount.

5. The plaintiff has already been refunded the amount deposited by her. Admittedly, the cut off date for deposit of the amount was 25.05.1992, however, the plaintiff has failed to comply with the same. Hence, she cannot claim any right to the apartment.

6. The learned counsel representing the appellant submits that a cheque for refund of the amount was not encashed by the plaintiff and hence, she may be refunded the amount. The learned counsel representing the respondents submit that if the plaintiff has not encashed the cheque, the same shall be refunded to her within a period of one month.

7. Keeping in view the aforesaid facts, no ground is made out to

interfere with the concurrent findings of facts arrived at by both the Courts below. Hence, the present appeal is dismissed.

**(Anil Kshetarpal)**  
**Judge**

**March 28, 2025**

“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No