



Complaint No. 1529 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1529 OF 2019

RAVINDER KUMAR

....COMPLAINANT(S)

VERSUS

JINDAL REALTY PVT. LTD.

....RESPONDENT(S)

CORAM: Anil Kumar Panwar
Dilbag Singh Sihag

Member
Member

Date of Hearing: 25.09.2019

Hearing: 2nd

Present: - Mr. Umed Singh, Counsel for complainant

Mr. Drupad Sangwan, Counsel for respondent.

ORDER (ANIL KUMAR PANWAR- MEMBER)

1. The complainant booked a flat in the real estate project of the respondent and had already paid him a total amount of Rs. 39.09.983/-. His grievance is that the respondent was duty bound to deliver him possession latest by 09.02.2018 but has offered him possession on 12.02.2019. So, his

prayer is for directing the respondent to refund him this already paid amount along with interest.

2. The respondent has resisted the complainant's prayer on the ground that he had already completed the development work and has offered possession. In these circumstances, it has been averred that he is ready even to compensate the complainant for delay in delivery of possession.

3. The Authority after hearing the parties is of the considered opinion that relief of refund will not be justified in this case because the respondent has already completed the development works and has offered possession on 12.02.2019. So, the Authority is not inclined to grant the relief of refund to the complainant and his prayer for the same is declined.

4. In the above circumstances, the Authority directs the complainant to take possession of the flat after paying the balance dues. The respondent is directed to supply a detailed statement about the amounts payable by the complainant and also about the amount receivable by the complainant as delay compensation. For the purpose of preparing such statement, the respondent shall calculate the interest payable by the complainant on delayed instalments and also the compensation payable to the complainant as per Rule 15 of HRERA Rules, 2017 i.e. SBI MCLR + 2%. The period of delay shall be calculated from the deemed date of possession in terms of the agreement till the date on which a valid offer of possession was made to the complainant.



The statement of payables and receivable amounts shall be sent to the complainant within 15 days.

5. The complaint is disposed of in the abovesaid terms. It is however made clear that the complainant will be at liberty to file a fresh complaint to question the legality and propriety of any amount indicated in the statement of payables and receivables supplied to him.

6. File be consigned to record room.



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]