



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 39 OF 2019

Shelly Goyal Jain

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Pvt. Ltd.

....RESPONDENT

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 12.07.2022

Hearing: 11th

Present: - Mr. Ammish, Ld. Counsel for complainant through VC.
Mr. Shubhnit Hans, Counsel for the respondent.

ORDER (RAJAN GUPTA - CHAIRMAN)

1. Case of the complainant is that original allottee had booked a Villa No. L-341, measuring 250 sq. yds. in "TDI City" Kundli, Sonapat in Nov, 2005. Said villa was transferred infavour of complainant and her father in Feb, 2007. Allotment of villa was endorsed by respondent in favour of complainant and her father in Dec, 2007. Later, father of complainant expired in April 2010. Finally, the villa was transferred by respondent in favour of the complainant on 07.05.2010. No Builder Buyer Agreement (hereinafter referred to as BBA) was executed between parties. Complainant has paid Rs.

15,60,625/- out of total cost of Rs. 36,20,750/-. In certain similar cases respondent had assured the allottees to deliver possession of villa within three years from the date of making substantial payments by the complainant. In this case after taking about fifty percent consideration amount, delivery of possession deserved to be given within reasonable period of time which in such cases is three years. Thus, learned counsel for complainant pleaded that even in the present case, since respondent had failed to execute agreement, therefore, deemed date of delivery of villa should be taken as three years from the date of making substantial payments which was 21.02.2008, meaning thereby that complainant's villa should have been delivered to her by 21.02.2011.

Grouse of the complainant is that despite lapse of about seventeen years from the date of booking, respondent has failed to deliver possession of villa to the complainant. Learned counsel for complainant stated that after lapse of about seventeen years from the date of booking, the purpose of booking villa has got totally frustrated and now complainant no longer needs the booked villa. Therefore, complainant is seeking refund of Rs. 15,60,625/- along with interest as per Rule 15 of the HRERA, Rules 2017.

2. Respondent in his reply has stated that the project has already been developed and Department of Town & Country Planning, Haryana has granted him Part Completion Certificate for the project.



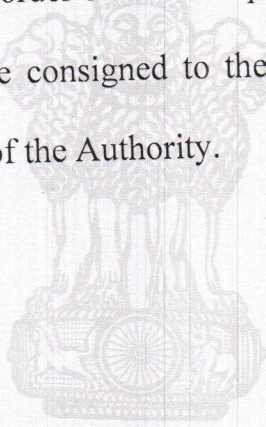
3. After hearing arguments of both the parties and perusal of record, Authority observes that admittedly respondent has failed to execute builder buyer agreement with the complainant. Complainant has paid Rs. 15,60,625/- to respondent. Despite lapse of about seventeen years from the date of booking in August, 2005, no offer has been made by respondent for handing over possession of villa to the complainant. Respondent in his reply has made a bald assertion that the project has already been developed and the Department of Town & Country Planning, Haryana has granted him Part Completion Certificate for the project without attaching any supporting document. Till date no document has been placed on record to prove that villa is complete and basic infrastructural facilities have been developed at the site. Thus, even status of Completion Certificate and Occupation Certificate qua the villa is unknown. Admittedly, respondent has been using the amount deposited by complainant for last seventeen years without any justifiable reason. Failure on part of respondent to deliver possession of villa even after a huge delay of about seventeen years has frustrated the very purpose of booking the villa. Now at this stage complainant cannot be asked to arrange huge amount of remaining consideration. It will be too onerous for her. Learned counsel for complainant has stated that complainant no longer requires the booked villa and wants refund of amount paid by her along with interest. In such circumstances, the Authority finds it to be a fit case for allowing refund of the amount paid by the complainant and directs the respondent to refund



Rs.15,60,625/- paid by the complainant along with interest at the rate stipulated under Rule 15 of the HRERA Rules, 2017 from the date of making payments up to the date of passing of this order.

4. As per calculations made by Accounts Branch, amount payable by the respondent to the complainant along with interest has been worked out to Rs. 38,96,264/- (Rs. 15,60,625/- + Rs. 23,35,639/-). Therefore, Authority directs the respondent to refund Rs. 38,96,264/-.

5. The respondent shall pay entire amount to the complainant within 90 days of uploading this order on the web portal of the Authority. **Disposed of** in these terms. File be consigned to the record room and the order be uploaded on the website of the Authority.



सत्यमेव जयते

RAJAN GUPTA
[CHAIRMAN]

DILBAG SINGH SIHAG
[MEMBER]