



## **HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

### **1. COMPLAINT NO. 2787 OF 2019**

Sachin Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

### **2. COMPLAINT NO. 2788 OF 2019**

Sachin Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

### **3. COMPLAINT NO. 2789 OF 2019**

Savita Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

### **4. COMPLAINT NO. 2791 OF 2019**

Sachin Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**5. COMPLAINT NO. 2792 OF 2019**

Sachin Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**6. COMPLAINT NO. 2799 OF 2019**

Sachin Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**7. COMPLAINT NO. 2800 OF 2019**

Savita Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**8. COMPLAINT NO. 2801 OF 2019**

Savita Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**9. COMPLAINT NO. 2805 OF 2019**

Savita Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)



**10. COMPLAINT NO. 2806 OF 2019**

Savita Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**11. COMPLAINT NO. 2815 OF 2019**

Savita Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**12. COMPLAINT NO. 2816 OF 2019**

Savita Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**13. COMPLAINT NO. 2817 OF 2019**

Sachin Thukral

....COMPLAINANT(S)

VERSUS

Rangoli Buildtech Private Limited.

....RESPONDENT(S)

**CORAM:** Rajan Gupta  
Dilbag Singh Sihag

**Chairman**  
**Member**

**Date of Hearing:** 05.07.2022

**Hearing:** 12<sup>th</sup>

**Present: -** Adv. S. K Sharma, Ld. Counsel for the complainant through VC.  
Adv. Rupali Verma, Ld. Counsel for the respondent.





**ORDER (RAJAN GUPTA-CHAIRMAN)**

1. Captioned complaints have been taken together as a bunch for disposal since nature and facts of these complaints are identical and relates to same project of the respondent. In fact, they have been filed by one complainant only who had got all the 13 plots listed in the complaints. Complaint no. 2788/2019 titled Sachin Thukral versus Rangoli Buildtech Private Limited has been taken as lead case and facts of this case has been taken into consideration for disposal of this bunch of complaints.

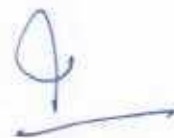
2. Complainant submits that respondents advertised for booking in their residential plotted colony in Sector-16, Sonipat in December, 2004. In response, complainant paid an advance of Rs. 15 lacs for booking of 6 (six) residential plots in present & future Project of respondents. Complainant has annexed a photocopy of cheque bearing No. 422535 drawn on Union Bank of India, Chawri Bazar, Delhi as Annexure C-2. Cheque was written on 27.4.2005.

Complainant further submits that out of the said Rs.15 lacs, Rs.2.50 lacs was adjusted towards booking of 250 sq. yds. plot in the present & future Project in the lead complaint No 2788/2019. Further, respondent allotted a plot No. A-R-3/32 measuring 250 sq. yds. @ Rs.2000/- per sq. yd. in the township named as TDI Greens, Sector-16, Sonipat vide allotment letter dated 09.01.2006. A copy of said allotment letter has been annexed as Annexure C-3. Respondents also issued a receipt in respect of advance payment of Rs. 2.50 lacs. A copy of receipt

has been annexed as Annexure C-4 with the complaint book. Annexure C-5 has also been attached with the complaint vide which allotment of the plot A-R-3/32 was confirmed in the year 2007. A statement of account was also made part of the letter stating that balance of Rs. 4,58,250/- was due to be paid by the complainant to respondents.

3. Complainant further states that in December, 2015 they came to know that licence of the Colony has been renewed in the name of "Rangoli Buildtech". Complainant claims that he has been approaching the respondents-company for allotment of plots. However, no evidence of having undertaken any correspondence with respondents has been annexed with complaint. Thereafter, complainant filed a complaint before learned Adjudicating Officer, HRERA on 15.10.2019. This complaint was later withdrawn by the complainant and then present complaint was filed before this Authority on 04.12.2019.

4. In response to averments made by complainant, respondent have submitted that in the year 2005, complainant had booked a plot in upcoming project of respondents-company namely TDI Greens and had paid an amount of Rs. 2.50 lacs towards provisional registration. Respondents further submit that basic selling price of plot was Rs. 6250/- per sq. yd. + EDC @1361/- per sq. yds. + PLC, if any. Respondents refutes the averments of complainant that the plot was booked @ Rs.2000/- per. Sq. yd. According to respondents, total cost of plot





was Rs.38 lacs out of which complainant has paid only Rs.2.50 lacs, which is less than 5% of the cost.

5. Respondents further states that at a later stage, the approved project area had to be reduced on account of policies and plans of Town and Country Planning Department, Haryana. Accordingly, on account of revised planning issued by the department, number of plots in the colony had also to be reduced. In order to deal with reallocation of plot in a fair and rational manner, a uniform criterion was adopted that allottees who have paid sale consideration upto 60% or more alongwith 100% EDC were given reallocation of plots. Accordingly, as per criteria promoter raised demands for payment of outstanding amounts to all the allottees. Only those allottees were considered for allotment who chose to clear their outstanding dues. Respondents further submits that vide communication dated 25.09.2009, complaint was called upon to pay outstanding amount within 15 days with a clear notice that in case of default, booking will be cancelled. To substantiate their claims, respondents have annexed a copy of letter dated 25.09.2009 annexed with the reply as Annexure R-1. Thereafter, on 16.12.2009, allotment of complainant was cancelled and complainant was advised to take refund of advance registration amount. Respondents again wrote letters dated 23.08.2013 and 22.01.2014 asking the complainant to collect the amount of Rs.2.50 lacs refundable to them. Respondents have annexed copies of these letters as Annexure R-3 (Colly).



Respondents claim that now at this belated stage in 2019 complainant has chosen to approach this Authority. The complaint is highly time barred, plot of complainant had been cancelled long ago and it is the complainant who has failed to approach the respondents for collecting the amount refundable to him. Respondents have given details suggesting that their original colony of 113.383 acres was reduced to 105.683 acres because of acquisition of 7.70 acres for public and semi-public facilities right and sector roads etc by Town and Country Planning department, Haryana.

6. Today is 12<sup>th</sup> hearing of the matter. Both parties have been vehemently contesting their points of view. The submissions made by them had been recorded in detail in the order dated 17.03.2021 and order dated 11.08.2021. In the order dated 11.08.2021, gist of the orders of 17.3.2021 had also been captured. In order to make this order comprehensive, full text of the order dated 11.08.2021 is reproduced below: -

1. The foremost question requiring determination in these complaints is regarding its maintainability because the captioned complaints are seemingly barred by limitation. The Authority in the course of hearing held on 17.03.2021 made following observations towards adjudication of the question of maintainability:

"3. Learned counsel for the complainants Shri S.K. Sharma drew the attention of the Authority towards Annexure R-1, R2 and R-3 and letter dated 23.08.2013 page-19 filed by the respondent and stated that the address of the complainant has been shown to be "Inside Ajmeri". Shri Sharma argued that Ajmeri is a





huge area in old Delhi. Lakhs of people reside there. The address written by the respondent is obviously very vague, as such the purported letters are impossible to have been received by the complainants. He compared these Annexures with the allotment letter dated 09.01.2006 on which the address of the complainant has been shown to be "Chawri Bazar, Delhi". He argued that the respondents were well aware of the address of the complainants but they deliberately chose to write vague letters of cancellation which were never received by the complainants. Since the cancellation letters were not received, therefore, the allotment letter initially made by the respondents shall be considered valid and enforceable being a continuing promise. Learned counsel for the complainants argued that for this reason, the present complaints are not barred by the limitation.

4. Ms. Rupali Verma, learned counsel for the respondents strongly rebutted the aforesaid arguments and stated that the cancellation letter was issued several times and the same has been properly received by the complainants and now these complaints are highly time barred.

5. The Authority has gone through the arguments of both the parties and it observes as follows:

(i) The address of the complainants written in the original allotment letter dated 09.01.2006 is "Mr. Sachin Thukral, Chawri Bazar, Delhi". It is observed that the Chawri Bazar is also a very large area. Obviously, this letter was not sent by post to the complainant but must have been handed over in person. The mention of the word "Chawri Bazar" is only to recognise the person Sachin Thukral.

(ii) On the other hand, the address written in the alleged cancellation letters (Annexure R-1 to Annexure R-3) is "Mr. Sachin Thukral, C/O Ram Machinery Store, Inside Ajmeri, Delhi-110006". The address C/O Shri Ram Machinery Store appears to be more specific. In fact, the letter dated 23.08.2013 was sent by registered/speed post and an acknowledgement slip issued by the postal department has also been affixed in the said letter. Even the signatures of recipient dated



10/9 have also been recorded. Similarly, the letter dated 22.01.2014 also bears a postal receipt.

(iii) With the official stamps having been affixed on the letters dated 23.08.2013 and 22.01.2014, the Authority has no reason to presume that these cancellation letters are forged.

(iv) Based on the above reasoning, the Authority would reiterate its prime facie view expressed during the 3rd hearing dated 07.08.2020 and 6th hearing dated 05.01.2021.

(v) During the arguments, the counsel for the respondents further sought time to produce more documents to support their contention that the plots in question had been duly cancelled on account of non-payment and the same has been communicated to the complainant repeatedly. It is the complainant who defaulted in making the payments and now their complaints before this Authority are highly time barred.

6. One last opportunity is granted to both the parties to further put forward their arguments on the basis of which the Authority will finally decide whether the complaints are barred by the limitation or not. Both the parties shall adduce evidence from where the address mentioned in Annexures R1 to R3 was picked up and whether this address actually exists or not and whether complainants have any relation with this address. The issues on merits of the matter will be taken up only after deciding the maintainability of the complaints on account of limitation."

2. Today, the Authority for the purpose of ascertaining the addresses which the complainants have themselves given to the respondent and also, to ascertain the source from where the respondent had picked up the address mentioned in Annexures R1 to R3, has asked the respondent's counsel to produce all the files relating to the present complaints. However, Id. counsel for the respondent says that such record is not readily available with her and she shall be allowed time to produce the same on next date of hearing. So, cases are adjourned to 06.10.2021.

7. Today, both parties once again argued the matter in detail. It was argued by learned counsel for the complainant Sh. S.K. Sharma that alleged cancellation letters dated 23.08.2013 and 22.01.2014 were never sent by the respondents, and they were never received by the complainant. In support of his argument, he drew the attention of Authority towards allotment letter dated 09.01.2006 in which the address of the complainant has been written as "Mr. Sachin Thukral, Chawri Bazar, Delhi". He further drew attention of Authority towards alleged cancellation letters issued by respondents in which address of the complainant has been written as "Mr. Sachin Thukral c/o Shri Ram Machinery Store, Inside Ajmeri, Delhi-110006".

8. Learned counsel Sh. S. K. Sharma, argued that Ajmeri Gate is a huge area. The phrase "Inside Ajmeri Gate" is highly non-specific address which would be impossible for any postman or a courier to locate. He avers that respondents are making wrong statement of having sent cancellation notice. He argues that alleged cancellation letters are forged letters and an after-thought. These cancellation letters were never received by complainant. Since no cancellation had ever been received by complainant, therefore a continuing cause of action still survives and these complaints are not time barred and are maintainable before this Authority and same should be dealt with on merits.

9. On the other hand, Ms. Rupali Verma, learned counsel for respondents refers to the letter dated 23.08.2013 (Annexure R-3 (Colly) and letter dated



22.01.2014, whereby plot of the complainant was cancelled on account of non-payment and thereafter refund of the booking amount was duly offered. Learned counsel Ms. Rupali Verma states that both letters had been duly delivered to complainant. She also showed stamp of India Post affixed on the letters sent to complainant.

10. Ld. counsel further argues that 'Shri Ram Machinery Store' is a specific address belonging to Mr. Sachin Thukral. She produced before the Authority photographs of board of the shop named 'Shri Ram Machinery Store' at the address 4641/A, Inside Ajmeri Gate, Delhi. She further produced a copy of visiting card of complainant Mr. Sachin Thukral showing him as proprietor of Shri Ram Machinery Store, 4641/A, Ajmeri Gate. The mobile number of Sachin Thukral on the visiting card is 9810434671 and 9810200332 (Photographs submitted by learned counsel are made part of the file).

11. Summing up her arguments, learned counsel Ms. Rupali Verma reiterates that overall size of the colony was reduced by Town and Country Planning Department, Haryana in public and semi-public exigencies. Those allottees who came forward for making payments, were given allotments and those who failed to do so, cancellation letters were issued to them. The complainant had booked 13 plots. They had paid only booking amount of Rs.2.50 lacs each. They did not come forward for making payment against the demands raised, therefore their plots were cancelled and an intimation was sent to them. The said intimation was

also received by the complainant as is evident from postal receipts. For these reasons these complaints are highly time barred and not maintainable.

12. Authority has gone through the rival contentions. If Authority observes and orders as follows: -

- i) There is no dispute to the fact that 13 plots had been booked by complainant in the project "TDI Greens". Later licence of the colony was transferred in favour of the present respondents M/s Rangoli Buildtech Pvt. Ltd. Further, there is no dispute to the fact that size of the colony was reduced by Town and Country Planning Department, Haryana by taking over 7.70 acres land for building roads and other public utility. There is no dispute that because of such acquisition by State Government, overall availability of plots in the colony reduced. No dispute is also being raised to the fact that some allotments had to be cancelled. There is no contradiction to the averments of respondents that a uniform criterion was adopted by respondents that those allottees who were called to make payments and had payment upto 60% of the agreed consideration amount were given allotment and those who failed to do so, their allotment was cancelled.
- ii) The principal dispute herein hinges on averment that according to complainant, they never received any demand notice for making



additional payments or any cancellation notice for having not made such payments. Case of respondents is that they had sent demand notices vide letters dated 25.09.2009 and 16.12.2009, but complainants failed to respond to those demand notices. As a consequence, cancellation-cum-refund letters dated 23.08.2013 and 22.01.2014 were issued which complainant denies having received. Complainant argues that said letters could not have been received because they were sent at a vague and wrong address. Case of respondents is that the address was correct precise and identifiable and a postal receipt of letters having been sent is available and affixed on letters, copies of which have been made a part of record of this Authority.

- iii) Authority had earlier also observed that address of complainant written on allotment letter was more vague than the address written on the cancellation letters. The address of complainant written on allotment letter was "Mr. Sachin Thukral, Chawri Bazar, Delhi". Authority also had earlier observed that Chawri Bazar is also a huge area and there may be several Sachin Thukral living in Chawri Bazar. Therefore, in all probability, allotment letters were handed over to Sh. Sachin Thukral in person rather than having been sent by post. On the other hand, the address 'Shri Ram Machinery Store,



Ajmeri Gate' is rather more specific address. Authority would observe that it is more easy to deliver a letter on the address of 'Shri Ram Machinery Store' Ajmeri Gate rather than to Sachin Thukral in Chawri Bazar. Complainant have failed to produce any letter or document which they may have written to respondents between the year 2007 when they received a statement of accounts and the year 2019 when they approached Authority against respondents. It is not understood why complainant chose not to pursue their case for allotment or for refund. Complainant had booked a block of 13 plots. Apparently, complainant wished to deal with those plots commercially. Complainant is a businessman as is evident from his business card and the address of his shop. He has to be fully aware of his rights. No reasonable explanation has been submitted as to why he did not pursue his matter for allotment with respondents between year 2007 and 2019. After long 12 years, complainant chose to file his complaint before this Authority.

- iv) Respondents have duly affixed postal receipt of the letters issued in the years 2013 and 2014, which on the face of it cannot be denied. Complainant deliberately or negligently chose not to pursue his remedy or even seek refund of earnest money paid. Now at this

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belated stage, he presses for his rights which he chose not to pursue for long 12 years.

- v) Authority concludes that respondents had fulfilled their responsibility of raising additional demands from complainant which complainant failed to respond. Respondents had duly issued cancellation letters and made offer for refund in the year 2014 which complainant had chosen not to pursue. Authority, therefore, concludes that now claim of the complainant seeking allotment of plots is highly time barred and not maintainable. Respondents could not be expected to keep 13 plots vacant for complainant for a long 12 years. Therefore, Authority decides to dismiss all the complaints as being highly time barred.
- vi) Authority, however, considers that respondents should have returned the earnest money to complainant because it did not fructify into an allotment. Even though respondents offered to the complainant to take their money back, but Authority considers that respondents should have sent cheques/drafts of money refundable to the complainant. Respondents have used the money of complainant for about 15 years, therefore respondents are directed to return entire amount paid by complainant along with interest as prescribed in Rule 15 of HRERA Rules, 2017. Interest shall be calculated as per



SBI MCLR +2% which was 9.7% per cent at the time of passing this order. The amount to be returned to the complainant in complaint no's 2787,2788,2789,2791,2792,2801,2805,2806,2815,2816 and 2817 of 2019 each works out to **Rs. 6,49,427/-** (Principal amount Rs.2,50,000/- plus interest Rs. 3,99,427/-). The amount to be returned to the complainant in complaint no's 2799, 2800 of 2019, each works out to **Rs. 12,98,855/-** (Principal amount Rs.5,00,000/- plus interest Rs. 7,98,855/-). The respondent shall pay entire amount to the complainant within 90 days of uploading this order on the web portal of the Authority.

- vii) Respondents shall remain liable to pay the cost as imposed on them by the Authority in each case, if not yet paid.

13. **Disposed of** in above terms. File be consigned to record room and the order be uploaded on the website of the Authority.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]