



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 1173 OF 2019

Pranav Gupta

.... COMPLAINANT

VERSUS

SRS Real Estate Ltd. and Anr

....RESPONDENT(S)

## 2. COMPLAINT NO. 1175 OF 2019

Chanchal Singhal

.... COMPLAINANT

VERSUS

SRS Real Estate Ltd. and Anr

....RESPONDENT(S)

## 3. COMPLAINT NO. 1176 OF 2019

Pawan Singhal

.... COMPLAINANT

VERSUS

SRS Real Estate Ltd. and Anr

....RESPONDENT(S)

**CORAM:**            **Rajan Gupta**  
                             **Dilbag Singh Sihag**

**Chairman**  
**Member**

**Date of Hearing: 12.07.2022**

Hearing: 10<sup>th</sup>

Present: - Ms. Nisha Puri, Counsel for the complainants  
None for the respondent

**ORDER: (RAJAN GUPTA-CHAIRMAN)**

Captioned complaints are taken up together as issues and grievances involved all three cases are similar and against same respondent. Facts of complaint no.1173 of 2019 are taken as lead case.

2. Although service of notice to respondent was successfully done, they have neither appeared nor filed reply till date. Therefore, respondent is being ordered to be proceeded against ex-parte.

3. In brief, case of the complainant is that on 15.01.2016, he booked a flat bearing no. A6/A/204 measuring carpet area of 431.437 sq. ft. and balconies area 57.61 sq. ft. in respondent's project namely, SRS palm Homes, Sector-7, Palwal. Total sale consideration of the flat was ₹15,81,978/-. Complainant states that he has paid full consideration, in support of which he has attached a copy of no dues certificate dated 17.01.2016 issued by respondent, at Ex-C-3 page 24. Flat buyer agreement was executed between both parties on 17.01.2016, copy of which has been placed on record at Ex-C-2 page 17 of the complaint book. As per agreement, respondent was under an obligation to hand over possession of



the flat within 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. Learned counsel for complainant has drawn attention of the Authority towards Memorandum of Understanding dated 04.02.2016, which states that building plans of the project in question were approved on 30.12.2014 which in turn implies that the project in question was to be delivered by 30.12.2018 as per terms of agreement. Respondent has failed to honour the terms of agreement. Only a bare structure is standing at the site. In support of her claim, learned counsel for complainant placed photographs of the site before the Authority depicting present status of the project.

Aggrieved by above facts, complainants have sought refund of the amounts paid to the respondent along with interest.

4. Despite successful service of notice, respondent has neither appeared nor filed its reply. Therefore, respondent is being proceeded against ex-parte.

5. Arguments put forth by learned counsel for complainants have been taken into consideration along with facts placed on record. Case of the complainant is that he had booked a flat on 15.01.2016 by paying booking amount of ₹19,000/-, copy of which has been placed on record at Ex-C-1 page 15 of the complaint book. Flat buyer agreement was executed on 17.01.2016. Complainant had paid full and final consideration of

₹15,81,978/- which is proved from the copy of no dues certificate dated 17.01.2016 issued by respondent. As per agreement, possession of the flat was to be delivered by 30.12.2018, but respondent has failed to honour his obligation. Complainant has placed on record photographs of the project which shows that project is still not complete nor any construction work is going on at the site of the project. Delay of nearly 4 years has already been caused and even now there appears no hope of its early completion. Respondent company and their directors are facing multiple litigations and they are in jail from last 3-4 years.

6. Authority observes that Directors of respondent company are confined in jail. They have failed to assist the Authority. Complainant alleges that project is not complete till date nor likely to be completed in near future as Directors of respondent company are confined in jail.

7. Admittedly, this is a stuck project and there is no hope of its early completion. Despite receiving payment from complainant, respondent has not fulfilled its duty to offer possession to the complainant. In the light of these facts, in view of the Authority inordinate delay of 4 years has taken place from the date of booking; neither project has been completed, nor possession has been offered nor there appears any likelihood of its completion. Authority cannot keep complainants waiting endlessly.



Authority also take note of the fact that properties of the respondent company have already been attached by Enforcement Directorate, insolvency proceedings are also going on and competent authority has already revoked license issued for the project in question. In these circumstances, there is no likelihood of completion of the project. Therefore, present complaints are fit for allowing refund of the paid amounts along with interest as prescribed under Rule 15 of the HRERA Rules, 2017.

8. In view of above findings, complaints deserve to be allowed. Principal amount will be refunded to the complainants along with interest payable at the rate of SBI MCLR plus 2% as was on the date of passing this order. The respondents shall refund the principal amount along with interest to each of the complainant as calculated by Accounts Department of the Authority and shown in the table below:

Sr. No.	COMPLAINT NO.	TOTAL AMOUNT PAID BY THE COMPLAINANT	INTEREST @9.80% TO BE PAID BY RESPONDENT	TOTAL PAYABLE AMOUNT
1.	1173 of 2019	₹15,81,978/-	₹10,06,233/-	₹25,88,211/-
2.	1175 of 2019	₹23,74,814/-	₹15,10,525/-	₹38,85,339/-
3.	1176 of 2019	₹23,24,869/-	₹14,78,757/-	₹38,03,626/-

9. Respondent will pay entire amount within 90 days as per Rule 16 of HRERA Rules. The period of paying such instalments will start from the day the order is uploaded on the website of the Authority.

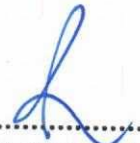


10. The Authority in another bunch matter with lead case **Complaint No. 383 of 2018 Gurbaksh Singh & Another Versus ABW Infrastructure Pvt. Ltd.** had passed a detailed order for protecting interests of allottees in real estate projects which get stuck due to misdeeds of promoters and face serious financial difficulties. The Authority orders that if multiple claims are laid against assets of respondent company, claims of the complainant/allottee shall be served first in preference to any other claim including the claims of the lending financial institutions or other financial creditors. The reasoning and logic cited in complaint no. 383 of 2018 shall be applicable in these cases as well. Accordingly, complainants may present this order before appropriate Authorities dealing with disposal of assets of respondent company for serving his claims on priority.

11. Cases are **disposed of**. Files be consigned to record room after uploading of order on the website of the Authority.



.....  
(RAJAN GUPTA)  
CHAIRMAN



.....  
(DILBAG SINGH SIHAG)  
MEMBER