



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1000 OF 2021

Ravi Changrani

....COMPLAINANT/S

VERSUS

TDI Infrastructure Private Ltd.

....RESPONDENT

CORAM: Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 29.07.2022

Hearing: 9th

Present: - Mr. Sumit Mehta, Ld. Counsel for the Complainant through
VC.

Mr. Shubhnit Hans, Ld. Counsel for the respondent.

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. While initiating his arguments, learned counsel for the complainant stated that complainant is that Original allottee had booked a

shop in the project named "TDI Park Street Mall" of the respondent situated at Sonipat on 22.01.2007. Shop No. LG- 93, measuring 560.8 sq. fts. was allotted to complainant. Complainant has paid Rs. 16,97,020/- against basic sale consideration of Rs. 23,83,400/- till date. Grouse of the complainant is that despite his repeated requests, respondent failed to send a signed copy of properly filled up BBA. Therefore, complainant has attached an incomplete copy of Builder Buyer Agreement (hereinafter referred to as BBA). On perusal of BBA, it is observed that it does not bear any date of its execution and signature of respondent representative. Therefore, it cannot be called a legally valid contract/BBA. In such circumstances, since neither party has proved the date of execution of BBA on record, therefore, deemed date of delivery of shop is being taken as three years from the date of making substantial payments. Complainant had admittedly paid substantial amount of Rs. 12,04,020/- till 31.08.2010 which was almost 50% of basic sale consideration of shop, so, taking three years from 31.08.2010, complainant's shop should have been delivered to him by 31.08.2013.

Complainant has averred in his complaint that he had been repeatedly requesting respondent for handover possession of shop since the year 2009. On his requests, respondent had asked him to shift to any other residential project of respondent. Later vide his letter dated 26.09.2013, respondent assured him that although construction was delayed but now the

construction is going on in full swing and possession of the shop will be handed over to him soon. Grouse of the complainant is that despite lapse of approximately fifteen years from booking, respondent has failed to failed to deliver him possession of the shop till date. He has also failed to execute a valid builder buyer agreement till date. Therefore, complainant is seeking refund of Rs. 16,97,020/- along with interest.

2. Learned counsel for the respondent has stated that respondent company had applied for grant of Occupation Certificate but the same has not been granted to them by the Department of Town & Country Planning till date. On a query put by Authority that by what date the possession of shop will be handed over to the complainant. Learned counsel for the complainant stated that construction of shop is going on at full swing but failed to specify the date by which possession of shop will be delivered to complainant.

3. After hearing arguments of both the parties and perusal of record, Authority observes that admittedly despite lapse of approximately fifteen years from the date of booking, construction of shop of complainant is still incomplete. Respondent has made a vague statement in his reply that construction of shop is going on at full swing and is near completion. Even his counsel failed to specify the date by which possession of shop will be delivered to complainant. Learned counsel for the respondent has also admitted the fact that respondent has not received Occupation Certificate from

the Department of Town & Country Planning till date. Thus, even the project seems to be incomplete.

Extraordinary delay has already been caused by respondent in completion and in delivery of possession of booked shop which amounts to breach of terms of booking/allotment. Already more than fifteen years have lapsed from the date of booking. Delivery of possession of shop with Occupation Certificate does not seem possible in foreseeable future. Therefore, complainant cannot be forced to wait for indefinite time to get delivery of possession of their booked shop.

In view of above facts, Authority is of the considered opinion that construction of shop is incomplete even after fifteen years of booking and the respondent has been using the amount deposited by the complainant since last fifteen years without any reasonable justification. After such extraordinary delay in completion of booked shops, complainants cannot be compelled to continue with the booking of their shops and wait for more time to get their possession. Further, respondent has also failed to execute BBA with complainant till date.

In these circumstances, the Authority finds this to be a fit case for allowing refund of the amount paid by the complainant and directs the respondent to refund amount paid by the complainant along with interest at

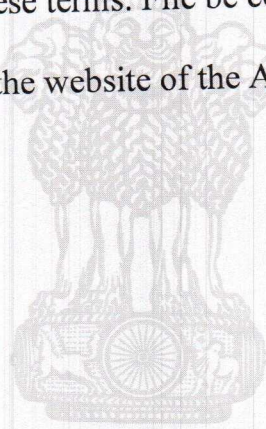


the rate stipulated under Rule 15 of the HRERA Rules, 2017 from the date of making payments up to the date of passing of this order.

4. As per calculations made by Accounts Branch, amount payable by the respondent to the complainants along with interest has been worked out to Rs. 37,68,452/- (Rs. 16,97,020/- + Rs. 20,71,432/-). Therefore, Authority directs the respondent to refund Rs. 37,68,452/-.

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

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RAJAN GUPTA
[CHAIRMAN]

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DILBAG SINGH SIHAG
[MEMBER]