



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 1090 OF 2021

NARENDER SEHRAWAT

....COMPLAINANT(S)

VERSUS

ANSAL CROWN INFRABUILD PVT. LTD.

....RESPONDENT(S)

**CORAM: Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 04.08.2022**

**Hearing: 5<sup>th</sup>**

**Present through video call: -** Sh. Nitin Kant, Learned counsel for the complainant

Sh. Adarsh Jain, learned counsel for the respondent

### **ORDER (DILBAG SINGH SIHAG-MEMBER)**

1. On the last date of hearing dated 26.04.2022 of this case, a detailed and reasoned order was passed while disclosing tentative view of the Authority. Said order is being reproduced for ready reference.

“ 1. While initiating his pleadings, learned counsel for complainant submitted that complainant had booked a flat bearing no. 104 in Tower-7, in the year 2010 in respondent project namely, ‘Ansal Crown Heights, Faridabad’. He has already paid ₹ 58,04,911/- against basic sale price of ₹61,27,740/-. In support of his contention of the amount paid, he annexed receipt of ₹ 58,04,911/-, at page no. 40-51 of the complainant. As per agreement dated 26.04.2011, respondent had committed to deliver possession of the unit within 36 months from the date of execution of agreement, which comes to 27.04.2014. Even after lapse of 8 years from the deemed date of possession, respondent has not given possession of the booked flat. Feeling aggrieved, complainant has filed present complaint seeking refund of paid amount alongwith applicable interest.

2. No reply has been filed till date by the respondent even after three opportunities given to him.

3. Authority observes that this complaint was received on 30.09.2021. A notice along with a copy of the complaint was delivered to the respondent on 04.10.2021. Thereafter, matter had been listed for hearing on 10.11.2021, 14.12.2021, 10.02.2022. Each time respondent had been given opportunity to file reply but they have failed to do so. Authority, therefore was constrained to strike off respondent’s defence and proceeds this matter on the basis of admitted facts available in the file. Further, Authority got certain information in regard to the project in question from the project Section of the Authority. As per records, this project was registered vide Id no. PKL- FBD- 28-2018. The project was to be completed by 01.10.2020. but after granting extension new date of completion is 30.09.2022.

4. After going through the records available on file, Authority observes that complainant has paid to the respondent total amount of ₹ 58,04,911/- , receipt of each payment has been annexed as Annexure P-7 at page no. 40-51 of the complainant book. Further, complainant has annexed a copy of dully signed

buyer agreement as Annexure P-4 of the complaint book which clearly shows that both parties had entered into this agreement. Accordingly, it is concluded that complainant had paid full amount to the respondent and respondent despite having received full price of the flat have failed to deliver possession to the complainant till date. Complainant has sought relief of refund of paid amount with permissible interest on account of respondent's failure to deliver possession on the agreed date.

5. In view of above stated facts, Authority is of the view that admittedly respondent was under obligation to handover the possession of booked unit on 26.04.2011 to complainant and he has failed to do so. Inordinate delay of eight years has already been caused. Aggrieved complainant has sought relief of refund but as per records, this project was registered with Authority and extension was granted to respondent. New completion date of the project comes to 30.09.2022, which is yet not arrived. However, respondent have not filed any document pertaining to current stage of progress of project in question. Authority is of the considered view, that current stage of construction of project is very crucial to ascertain whether the relief claimed by the complainant be allowed or not. Therefore, Authority deems appropriate to direct respondent as well complainant to file the current status of construction of the project on next date of hearing. Both parties are at liberty to file relevant photographs and documents if any to substantiate their claims."

2. On the last date of hearing, respondent was also given an opportunity to submit any additional fact if he desires so, having bearing on the outcome of this case and file current status of construction of the tower in which complainant unit is situated along with recent coloured photographs. However, no relevant document has been placed on record by respondent.

Learned counsel for the complainant during hearing reiterated the facts reproduced above in para 1 of this order and pressed for relief of

refund under section 18 of the RERA Act 2016. He further argued that inordinate delay of eight years has already been taken place in handing over of possession. Respondent has miserably failed to deliver possession on agreed date. So, learned counsel for the respondent again made verbal statements that tower is complete and Occupation Certificate has already been applied, however, no documents substantiating his claims has been placed on record.

3. Considering above facts, Authority is of the considered view that respondent has failed to prove his statements that tower no seven in which complainant's unit is situated is complete in all respects. After inordinate delay of eight years in handing over of possession, complainant cannot be forced to wait for indefinite period to have possession of booked flat. Further complainant also wishes to withdraw from the project under Section 18 of RERA Act 2016. Relief which can be granted at present is refund along with interest as per Rule 15 of HRERA Rules as inordinate delay of eight years has already been caused.

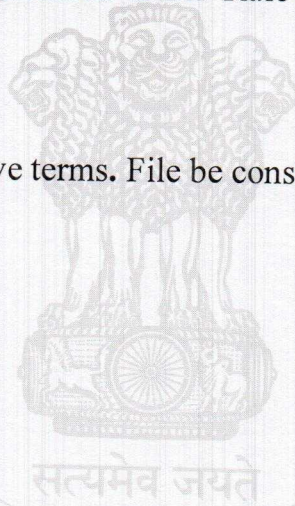
Above mentioned reasons established that relief claimed by the complainant i.e. refund of the amount paid by them to the respondents along with interest in terms of Rule 15 of RERA, Rules, 2017 deserves to be granted from respective dates of making payments till passing of this order.



If delay is caused further in payment by the respondents, additional interest will also be payable.

4. Accordingly, Authority directs the respondent to refund entire principal amount of ₹ 58,04,911/- to the complainant along with interest as per Rule 15 of HRERA Rules, 2017. Interest has been calculated from the date of making payments by the complainant up to the date of passing of this order i.e. 04.08.2022 @ of 9.8%. Now, respondent has to pay total amount of ₹ 1,17,76,960/- (₹58,04,911/- + ₹ 59,72,049/- )to the complainant within a period of 90 days as prescribed under Rule 16 of HRERA Rules in two equal instalments.

5. **Disposed of** in above terms. File be consigned to record room.



RAJAN GUPTA  
[CHAIRMAN]

DILBAG SINGH SIHAG  
[MEMBER]