



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 1125 OF 2020

Sukhveer Singh

....COMPLAINANT

VERSUS

Ansal Crown Infrabuild Pvt. Ltd.

....RESPONDENT

## 2. COMPLAINT NO. 2835 OF 2019

Smt. Asha Hans

....COMPLAINANT

VERSUS

Ansal Crown Infrabuild Pvt. Ltd.

....RESPONDENT

**CORAM:**

**Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 26.07.2022**

**Hearing: 19<sup>th</sup>**

**Present through video calling: -**

Sh. Gaurav Gupta, learned counsel for  
the complainant (in complaint no.  
1125/2020)

Sh. Akshat Mittal, learned counsel for the complainant (in complaint no. 2835/2019)

Sh. Adarsh Jain, learned counsel for the respondent in both complaints

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

1. Captioned bunch of complaints is being disposed of together by this common order. Complaint No. 1125 of 2020 titled "Sukhveer Singh Versus Ansal Crown Infrabuild Pvt. Ltd." has been taken as lead case.
2. While initiating his pleadings, learned counsel for the complainant in the lead case has argued that complainant booked flat in respondent project named, "Ansal Crown Heights, Faridabad" in year 2012. As per Builder Buyer Agreement dated 20.09.2014, total sale price of flat was ₹ 97,87,474/- against which complainant has already paid an amount of ₹ 92,71,664/- . Complainant in support of the contention of payment has placed on record receipts issued by respondent via additional documents filed on 03.8.2022. Flat bearing no.1102 in Tower 1 admeasuring 2606 sq.ft. was allotted to the complainant. Respondent was required to hand over possession of the booked apartment within 36 months from the date of execution of BBA and the same works out to 19.09.2017. Respondent has not offered possession to the complainant till date. Averment of the complainant as made in para 4 of the written complaint is that project is nowhere near completion even after delay of eight years. Therefore, he



prayed for refund of his money along with interest as per Rule 15 of HRERA Rules 2017 and compensation on account of damage having been suffered along with cost of legal expenses.

3. A table has been prepared by the Authority, wherein details regarding date of booking; date of FBA execution; deemed date of completion of project; payment made by the complainants against their respective sale consideration have been summarised. Said table is reproduced below:

Sr. No.	COMPLAINT NO.	Tower	DATE OF AGREEMENT	TOTAL SALES CONSIDERATION (In Rs.)	TOTAL AMOUNT PAID BY THE COMPLAINANT (In Rs.)	DEEMED DATE OF POSSESSION
1.	1125/2020	1	20.09.2014	97,87,474/-	92,71,664/-	19.09.2017
2.	2835/2019	4	29.08.2012	58,11,894/-	57,91,966/-	12.07.2015

4. On the other hand, respondents in their reply have raised mostly technical objections like the complaint is not maintainable; RERA Act cannot be implemented with retrospective effect; Authority does not have jurisdiction to hear the complaint; respondent has not violated any provisions of the RERA Act, 2016. Further, it has been contended that project is registered with Authority vide id HRERA- PKL-28-2018 dated 24.08.2018. As on date construction work of project is going on, in respect of 8 towers out of 10 towers, while construction of remaining two towers have not yet been started. The construction work of 4 towers out of the 8 towers i.e. 7,8,9,10 is 90 % complete. Whereas construction works of remaining 4 towers are also nearing completion as 75 % of the work is

complete. As stated above that project is near completion, it will jeopardize the whole project if relief of refund is granted to the complainants at this stage. Further, the apartment buyer agreement dated 20.09.2014 is subject to force majeure conditions and respondent could not complete construction of project in time due to following reasons:

- I. Respondent applied for renewal of license in the office of DTCP on 21.09.17 and same was granted by the department on 30.04.18, which caused delay of about 221 days.
- II. The building plans sanctioned by DTCP were valid only till 07.12. 14 and the same were renewed by the department on 26.06.15.
- III. The construction work was hampered by the lackadaisical attitude of the contractor.
- IV. Number of allottees have defaulted in making timely payments. Till date Rs. 12,01,05,488/- are recoverable from the defaulting allottees.

Under such circumstances, respondent prays for dismissal of present complaints.

5. Sh. Gaurav Gupta, learned counsel for the complainant reiterated the facts mentioned in para 1 of this order and pressed for relief of refund on the ground that project cannot be completed in near future because as on date only raw structure of project is standing on site. Further an inordinate delay



of eight years has already been caused in handing over of possession. On the other hand, learned counsel for the respondent Sh. Adarsh Jain also reiterated the facts mentioned in para 4 of this order. He further sought time to place on record relevant documents and latest photographs to show the recent development on the site of the project.

6. Since, complainants had sought relief of refund initially. The matter was kept pending by Authority on account of jurisdiction dispute of the Authority to deal with complaints in which relief of refund was sought, before Hon'ble High Court and Hon'ble Supreme Court.

Now, the position of law has changed, in view of Judgment passed by Hon'ble Supreme Court in lead SLP Civil Appeal No. 13005 titled as "M/S. Sana Realtors Pvt. Ltd. vs. Union Of India" plea raised against the maintainability of the complaint is no more tenable, since the issue relating to jurisdiction of Authority stands finally settled. Accordingly, Authority hereby proceeds for dealing with this matter on its merits.

7. After hearing parties and going through the records available on file, Authority observes that complainant has paid to the respondent total amount of ₹ 92,71,664/- , which is admitted by respondent in issued statement of account dated 30.04.2019, annexed as Annexure C-3 at page no. 33 of the complainant book. Accordingly, it is concluded that complainant had paid almost 90 % amount to the respondent and respondent despite having



received substantial amounts of the flat had failed to deliver the possession of the flat to the complainant till date. Considering the inordinate delay on part of respondent to deliver the possession, complainant has sought relief of refund along with permissible interest.

Further it is observed that although four towers of project are complete to the extent of ninety percent. Those are Towers no. 7,8,9,10 and four are 75% and two are not even commenced. But respondent has not specified which towers are yet to commence. On the other hand, complainant has stated that his allotment is in Tower 1 which is just a raw structure standing on the project site. Considering present status, there is no possibility of its completion in foreseeable future. So, complainant wishes to withdraw from the project under Section 18 of RERA Act 2016. Relief of refund can be granted at present along with interest as per Rule 15 of HRERA Rules on the ground of inordinate delay of five years.

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 by the respondents, additional interest will also be payable.

8. Authority accordingly orders refund of the money paid by all the complainants along with interest as shown in the table below-

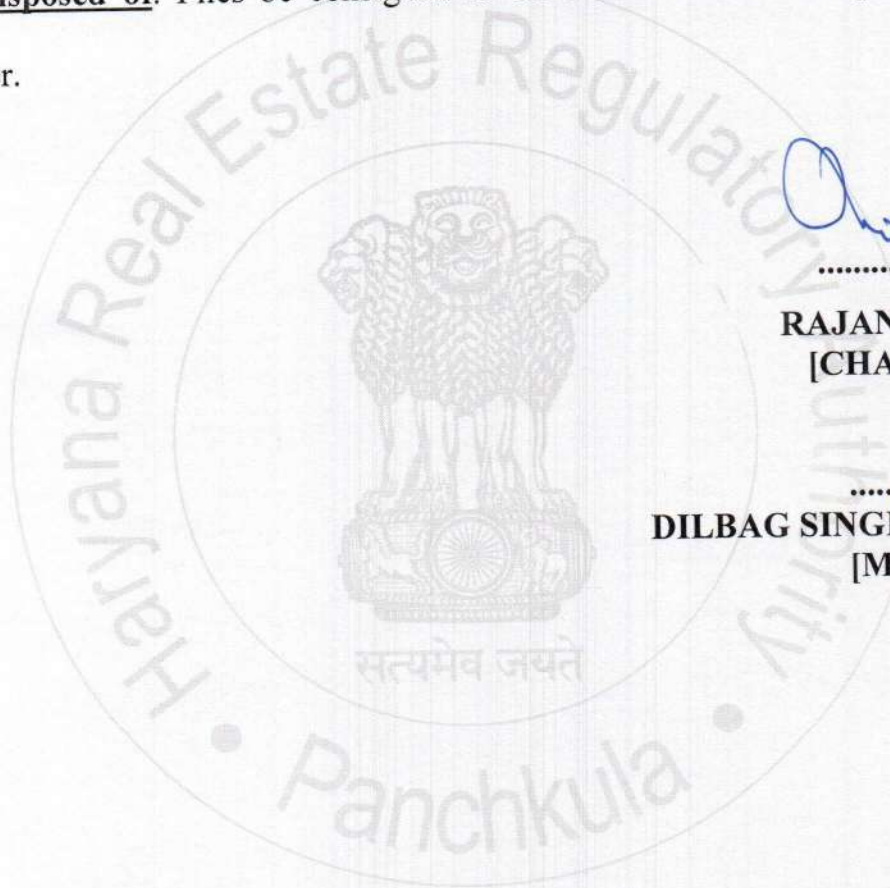




Sr. No.	COMPLAINT NO.	Total amount claimed to be paid by the complainant (In Rs.)	Total amount on which interest is calculated (in Rs.)	INTEREST (In Rs.) @ 9.8%	TOTAL AMOUNT TO BE REFUNDED BY RESPONDENT (In Rs. )
	1125/2020	92,71,664/-	92,71,664/-	77,21,745/-	1,69,93,409/-
2.	2835/2019	57,91,966/-	57,91,966/-	48,98,705/-	1,06,90,671/-

9. Respondents shall refund the money along with interest within period prescribed in Rule 16 of the RERA Rules of 2017.

**Disposed of.** Files be consigned to the record room after uploading of order.



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**RAJAN GUPTA**  
**[CHAIRMAN]**

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**DILBAG SINGH SHAG**  
**[MEMBER]**