



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 32 OF 2021

Vishal Madan

....COMPLAINANT

VERSUS

Shree Vardhaman Township Pvt. Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing:** 12.07.2022

**Hearing:** 6th

**Present:** Mr. Vishal Madan Ld. counsel for the complainant through VC.

Mr. Dharamveer Singh, Ld. counsel for the Respondent through VC

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

Today is the sixth hearing of the matter. Facts of complaints have already been captured by the Authority and also tentative view expressed vide order dated 09.03.2022. Relevant part of the order is reproduced below;

1. Perusal of records reveals that complainant booked a plot bearing no. B-122 measuring 267 Sq. yards in the project of respondent namely, "Shree Vardhman City,



Sector-30, Kurukshetra". A builder buyer agreement was executed between the complainant and the respondent on 31.08.2013 at basic sale price of Rs.20,29,200/-. As per clause 5 (a) of builder buyer agreement, the respondent was bound to complete development of colony within 36 months from the date of execution of agreement. On completion of development works, the respondent was required to hand over possession of plot to the complainant. Thus, as per BBA, deemed date of possession comes to 31.08.2016. Complainant has filed the present complaint before the Hon'ble Authority seeking relief of refund.

2. When this matter was taken up in 24.08.2021 following order were passed by the Authority:

1. **Complainant was earlier seeking relief of refund of paid amount, however he now states that he wants to omit relief of refund from his prayer clause and instead wants to seek relief of possession of plot along with delay interest for delay caused in handing over the possession from deemed date of possession till date of offer of possession. Prayer of the complainant for amendment of relief is allowed. However, he is directed to send an application before the Authority in support of his verbal request and supply a copy to the respondent.**

2. **Complainant further apprised the Authority that the respondent has offered possession of an alternative plot bearing no. B-135 in lieu of originally allotted plot no. B-122 on 20.07.2021 in the project of respondent namely, "Shree Vardhman City, Sector-30, Kurukshetra". He further states that he has accepted offer of possession of the alternative plot and he is happy with it.**

3. Complainant, submits that he has paid an amount of Rs. 17,24,820 /- against basic sale price of Rs. 20,29,200/- as per Builder Buyers Agreement. Further, complainant today apprised the Authority that he had paid remaining amount also at time of delivery of possession, however nothing has been placed on record to substantiate these averments regarding payment of remaining amount. Authority directs



him to place on record the proof of having made balance payments.

Complainant further submits that now he is only seeking delay interest on the amount paid by him prior to offer of possession i.e. of Rs.17,24,820/- and not beyond that.

3. Based upon the averments of the complainant, Authority is of tentative view that complainant is entitled to delay interest on amount of Rs. 17,24,820/- from deemed date of possession i.e. 31.08.2016 upto the date of offer of possession i.e., 20.07.2021. However since, no one is present on behalf of respondent the view expressed by Authority will be confirmed on the next date of hearing after giving an opportunity to the respondent to be heard.

2. Ld. counsel for respondent has filed reply only a day before hearing and has not supplied copy to the complainant.

3. The matter was taken up for arguments and Ld. counsel for the respondent submitted that delay in handing over the possession was due to delay in administrative procedures and force majeure circumstances, which firstly includes that zoning plan approved by the Town and Country Planning depicted numerically wrong plot numbers which were not in accordance with the Demarcation Plan as approved by Town and country planning. They received the corrected zoning plan on 05.02.2016 and by that time their licence bearing licence number 15 of 2012 for the project was expired. They applied for renewal of licence on 02.04.2016 and in september 2018 was renewed. Thereafter cited various reasons including nationwide lockdown due to Covid 19 pandemic and disruptions of supply chain for construction materials.



4. Authority has gone through the written as well as oral submissions of both the parties. It observes and orders as follows:-

i) That the builder-buyer agreement was executed on 31.8.2013. The due date of offering of possession was 3 years after that i.e.31.8.2016. As on the date of filing this complaint, the respondent has not send any offer of possession to the complainant. During the course of proceedings, however, an offer of possession was sent on 20.07.2021. Therefore, as on date of filing the complaint, the complainant was entitled to the delay interest upto the date of offering of possession. Since the offer of possession was made on 20.07.2021 and complainant took the possession on the same date, therefore, complainant will be entitled to delay interest from 31.8.2016 upto 20.7.2021 in accordance with the Rule 15 of RERA Rules 2017, which is SBI MCLR+2%. The arguments of the respondent that the delay was due to the force majeure circumstances cannot be accepted. It is the responsibility of the respondent-company to complete requisite formalities of the Town and Country Planning Department at their level. The complainant cannot be answerable for the same. Further, force majeure circumstances on the cause of COVID-19 also are not acceptable because the COVID-19 pandemic started 3 years after the due date of offering possession.



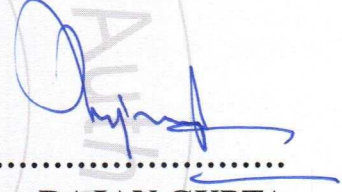


ii) The complainant will be entitled to delay interest on the entire amount paid. Accordingly, the delay interest has been calculated as shown in the table below:-


From (Deemed date of possession)	To ( offer of possession )	Principal Amount Paid (in Rs.)	Interest calculated at 9.70%(in Rs.)
31.08.2016	20.07.2021	17,24,820/-	8,18,203/-

iii) The respondents are liable to pay the above amount to the complainant.

5. Case is **Disposed of** in above terms. Files be consigned to record room after uploading of order.



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**RAJAN GUPTA**  
**(CHAIRMAN)**



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**DILBAG SINGH SIHAG**  
**(MEMBER)**