



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 763 OF 2022

Bhavika Batra

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

**Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 12.07.2022

Hearing:

1st

Present: -

Mr. Rishi Kapoor, counsel for the complainant through video conference

Ms. Rupali S. Verma, counsel for the respondent through video conference

ORDER (RAJAN GUPTA - CHAIRMAN)

1. Facts of complainant's case are that complainant booked a plot measuring 400 sq. yards in respondent's project under 'Present and Future Scheme' in the year 2004 by paying booking amount of ₹2,25,000/-.

Complainant received a letter dated 07.12.2005 from respondent informing that respondent will shortly allot a residential plot in their proposed township at Sonapat and demanded a sum of ₹5,15,000/- in order to enlist complainant's name in priority list. Said payment was made by the complainant. Therefore, complainant has paid the respondent a sum of ₹7,40,000/- till date. Vide letter dated 12.02.2012, complainant enquired about progress of the project but no response was given by respondent. Complainant has annexed copies of payment receipts as Annexure-C-5. It has been contended that respondent has neither allotted any plot till date nor any builder buyer agreement has been executed between the parties despite partial payment being made by the complainant. It has been further contended that construction at the project site has not even started and respondent has not given any date for handing over the possession despite lapse of more than 16 years. Since there is no hope for completion of the project, complainant has prayed for refund of amount paid by him along with applicable interest.

2. Respondent in its reply has contended that complaint is not maintainable for the reason that complainant is not an allottee of respondent company. However, he has admitted the fact of booking of the plot by complainant in its 'Present and Future project' and payment of ₹7,40,000/- received by him against said booking. It has been contended that there is no agreement to sell executed between the parties. Neither location nor site of

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the project was confirmed at the time of registration. As per clause (f) of application form submitted by complainant in case no allotment is made, she shall accept refund of the amount deposited along with interest @10% p.a. It has further been stated that no demand was ever raised by the respondent after 22.12.2005. Hence, respondent has sought dismissal of the complaint.

3. During oral arguments both parties reiterated their arguments as were submitted in writing. Learned counsel for respondent also argued that respondent does not have any plot available plot with them to be offered to complainant, however but is ready to refund the amount.

4. After hearing arguments of both parties and going through documents placed on record, it is observed that that in this complaint booking was made in 'present and future' scheme; no agreement has been executed till date; complainant is interested to withdraw from the project and want refund of the amount deposited; respondent has expressed its inability to offer plot to the complainant and is agreeable to refund the amount deposited. For these reasons, a case is clearly made out to allow relief of refund as sought by complainant. Therefore, as per provisions of Section 18 of the Act, relief of refund as sought by the complainant deserves to be granted.

5. Hence, Authority directs respondent to refund the complainant paid amount of ₹7,40,000/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at




the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 9.70% (7.70% + 2.00%) from the date amounts were paid till today. Accordingly, total amount along with interest calculated at the rate of 9.70% works out to ₹19,57,292/- as per detail given in the table below:

S.No.	Principal Amount	Date of payment	Interest Accrued till 12.07.2022	TOTAL AMOUNT PAYABLE TO COMPLAINANTS
1.	₹2,25,000/-	08.09.2004	₹3,89,681/-	₹6,14,681/-
2.	₹5,15,000/-	22.12.2005	₹8,27,611/-	₹13,42,611/-
Total	₹7,40,000/-		₹12,17,292/-	₹19,57,292/-

Respondent is directed to make the entire payment of ₹19,57,292/- within 90 days from the date of uploading of this order, as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017.

6. The complaint is, accordingly, **disposed of**. File be consigned to the record room and order be uploaded on the website of the Authority.


 RAJAN GUPTA
 [CHAIRMAN]


 DILBAG SINGH SIHAG
 [MEMBER]