



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 424 OF 2022

Jasbir Kaur Suri

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

**Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 20.07.2022

Hearing: 1st

Present: -

Mr. Sunil Kumar, learned counsel for the complainant through video conference

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

ORDER (DILBAG SINGH SIHAG - MEMBER)

1. While initiating his pleadings, learned counsel for complainant submitted that facts of the complainant's case are that Mr. Manish Bhatia, booked a plot admeasuring 400 sq. yards in a project of respondent under

'Present and Future Scheme' on 15.09.2004 by paying a booking amount of ₹2,25,000/-. Complainant purchased the booking rights from Mr. Manish Bhatia on 24.09.2005 and endorsement in her favour was made on 07.02.2006. Complainant had also made payment of ₹5,35,000/- to the respondent on 29.12.2005. Accordingly, complainant and her predecessor-in-interest has paid the respondent a sum of ₹7,60,000/- till date. Thereafter complainant requested the respondent to either refund the amount with interest or allot plot at Sonapat vide letters dated 31.08.2019, 16.07.2021, 18.09.2021 and 09.11.2021 but in vain. It has been contended that respondent has neither allotted any plot till date nor any builder buyer agreement had been executed between the parties despite substantial payment being made by the complainant. It has been further contended that respondent has not given any date for handing over possession despite lapse of approximately 18 years from the date of booking. Complainant has lost faith in the respondent as he has utilized her hard earned money for several years without even making any allotment to her. Since there is no hope of getting possession of the plot in near future, complainant has prayed for refund of amount paid by her along with applicable interest.

2. Respondent in his reply has pleaded that complaint is not maintainable on the ground that complainant is not an allottee of respondent company. Nevertheless, he has admitted the fact of booking of the plot by original applicant Mr. Manish Bhatia in its 'Present and Future project' and

its subsequent purchase by present complainant. He has admitted that payment of ₹7,60,000/- has been received by him against said booking. It has also been contended that there was no agreement to sell executed between the parties. Neither size nor location of allotment was ever confirmed to original applicant. As per clause (f) of application form submitted by the original applicant in case no allotment is made, he shall accept refund of the amount deposited along with interest @10% p.a. Further it has been stated that on 28.12.2005, complainant signed an Affidavit-cum-Undertaking and Indemnity and as per clause 7 of said affidavit in case no plot is allotted to complainant, she shall accept refund of deposited amount with 9% simple interest per annum. Respondent has contended that at the time of endorsement in favour of complainant, neither complainant nor her predecessor-in-interest raised any demand for refund. Whereas respondent made it clear at that time that there was no allotment made in favour of original applicant and same was never objected by the complainant.

Further, no demand was ever raised by the respondent after 2005. It has been contended that in the absence of any agreement to sell, complainant is bound by terms and conditions of Affidavit-cum-Undertaking and Indemnity duly signed by her. It has also been contended that complaint is barred by limitation and hence respondent has sought dismissal of the present complaint.

4

3. During oral arguments both parties reiterated their arguments as were submitted in writing. Learned counsel for the 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.

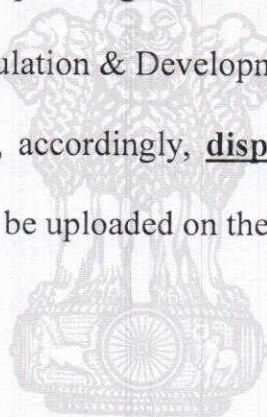
4. After hearing arguments of both parties and going through documents placed on record, it is observed that that in this complaint booking was made in 'present and future' scheme; no agreement has been executed till date; complainant is interested to withdraw from the project and wants refund of the amount deposited; respondent has expressed his 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 to the complainant paid amount of ₹7,60,000/- 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 9.80% (7.80% + 2.00%) from the date amounts were paid till today. Accordingly, total amount along with interest calculated at the rate of 9.80% works out to ₹20,22,517/- as per detail given in the table below:

S.No.	Principal Amount	Date of payment	Interest Accrued till 20.07.2022	TOTAL AMOUNT PAYABLE TO COMPLAINANT
1.	₹2,25,000/-	15.09.2004	₹3,93,759/-	₹6,18,759/-
2.	₹5,35,000/-	29.12.2005	₹8,68,758/-	₹14,03,758/-
Total	₹7,60,000/-		₹12,62,517/-	₹20,22,517/-

Respondent is directed to make entire payment of ₹20,22,517/- 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. Complaint is, accordingly, **disposed of**. File be consigned to the record room and order be uploaded on the website of the Authority.



सत्यमेव जयते

RAJAN GUPTA
[CHAIRMAN]

DILBAG SINGH SHAG
[MEMBER]