



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1087 OF 2020

Mrs. Dilpreet Singh

....COMPLAINANT(S)

VERSUS

M/s Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

**Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 15.07.2022

Hearing: 5th

Present: - Mr. Shubhnit Hans, learned counsel for the complainant through video conference

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

ORDER (RAJAN GUPTA - CHAIRMAN)

1. Facts of complainant's case are that complainant herein had purchased the booking rights from Mr. Jai Lal who had booked a plot admeasuring 300 sq. yards in respondent's project under 'Present and Future Scheme' on 04.06.2004 by paying booking amount of ₹1,75,000/-.

Complainant purchased the booking rights from Mr. Jai Lal and endorsement in her favour was made on 13.01.2006. Complainant had also made payment of ₹3,50,780/- to respondent on 22.12.2005. Accordingly, complainant and her predecessor-in-interest has paid the respondent a total sum of ₹5,25,780/- till date. Complainant has annexed copies of receipts as Annexure C-2 (colly). Complainant's grievance is that the respondent has not allotted him any plot till date, no builder buyer agreement has been executed between the parties despite partial payment being made by the complainant, and respondent has not even refunded the amount already paid. Complainant had sent a letter to the respondent on 16.09.2016 to refund the amount but all in vain and therefore, complainant had taken the matter to the 'Allottees Grievances Redressal Forum'. Complainant, as per directions of the said Forum, had visited office of respondent company on 21.03.2018 and it was then assured by Mr. Ashish Jain, a representative of respondent company that the amount already paid would be refunded along with 9% interest. However, respondent did not even refund the amount. There has been lapse of approximately 18 years from the date of booking but respondent has failed to either hand over the possession of the plot or to refund the amount with interest. Complainant has lost faith in respondent, as respondent has utilized the hard earned money of complainant for several years without even making any allotment to her. Since there is no hope that possession of plot



will be offered in near future, complainant has prayed for refund of the amount paid by her along with applicable interest.

2. Respondent in its reply has contended that this complaint is not maintainable for the reason that complainant is not an allottee of respondent company. However, he has admitted the fact that original applicant Mr. Jai Lal had applied for advance registration of a plot admeasuring 300 sq. yards in the new project of respondent in order to avail an inaugural discount. The plot was subsequently purchased by present complainant and endorsement in her favour was made on 13.01.2006. Respondent has admitted that payment of ₹5,25,780/- has been received by them against said booking from complainant and her predecessor-in-interest. It has been contended that as per clause (f) of application form submitted by original applicant in case no allotment is made, he shall accept refund of the amount deposited along with interest @10% p.a. It has further been stated on 22.12.2005, 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, she was well aware that respondent company had not allotted any plot to original applicant and further also knew that there was no possibility in near future for allotment of plot. 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 respondent company had planned to develop Township in Sonapat on various pieces of land which were to be acquired from various farmers in Sonapat, out of which land measuring 200 acres was acquired by the Government due to which entire planning of respondent company got upset. Till date respondent has not been able to acquire sufficient land required for allotment of plot. There is no intentional delay on the part of respondent, and the project has been abandoned/delayed for reasons beyond control of respondent. Respondent is ready to allot plot in other township projects developed in Panipat, Rajpura and Indore etc subject to availability and mutual negotiations. It has also been contended that complaint is barred by limitation. Hence respondent has sought dismissal of this 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 with them to be offered to complainant, 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 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 ₹5,25,780/- 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 ₹14,06,442/- as per detail given in the table below:

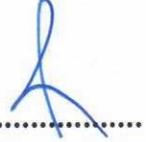
S.No.	Principal Amount	Date of payment	Interest Accrued till 15.07.2022	TOTAL AMOUNT PAYABLE TO COMPLAINANT
1.	₹1,75,000/-	04.06.2004	₹3,10,861/-	₹4,85,861/-
2.	₹3,50,780/-	22.12.2005	₹5,69,801/-	₹9,20,581/-
Total	₹5,25,780/-		₹8,80,662/-	₹14,06,442/-

Respondent is directed to make the entire payment of ₹14,06,442/- 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]

