



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 534 OF 2022

Urmila Tayal & Ambika Garg

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

2. COMPLAINT NO. 536 OF 2022

Suresh Kumar Garg & Sharda Garg

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

3. COMPLAINT NO. 537 OF 2022

Ramphal Tayal & Pramod Kumar Garg

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

4. COMPLAINT NO. 538 OF 2022

Anita Gupta & Sunita Garg

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

**Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 05.08.2022

Hearing: 2nd

Present: - Mr. Sumit Sharma, counsel for the complainants through video conference

Ms. Apurva Singh, proxy counsel for the respondent through video conference

ORDER (RAJAN GUPTA - CHAIRMAN)

1. Facts of captioned complaints are similar and they pertain to same project of the respondent. All the captioned complaints, therefore, have been taken up together for disposal. Facts of complaint no. 534 of 2022 titled as Urmila Tayal & Ambika Garg versus M/s Parsvnath Developers Ltd. are being taken into consideration by treating it as lead case.
2. Facts of lead complaint no. 534 of 2022 case are that complainants herein had purchased the booking rights from original applicant Mr. Mukesh Wadhwa who had booked a plot admeasuring 400 sq. yards in respondent's project under 'Present and Future Scheme' in the year 2004 by paying booking amount of ₹2,25,000/-. Thereafter another payment of ₹5,35,000/- was made by original applicant to respondent on 07.02.2006. Complainants purchased booking rights from Mr. Mukesh Wadhwa, and endorsement in their favour was made on 01.03.2008. Accordingly,



complainants and their predecessor-in-interest have paid to the respondent a sum of ₹7,60,000/- till date against total sale price of ₹22,00,000/-. Complainants have annexed copies of receipts as Annexure C-II. Complainants claim that booking was made in the project at Sonapat, Haryana. Complainants visited the site in 2009-2010 and were shocked to know about the construction of the project that even excavation work had not started at site whereas respondent had already received 35% of total sale price from the complainants. Complainants contacted officials of respondent company several times to know reasons behind delay in allotment and possession but no satisfactory answer was ever provided to the complainants, and only fake assurances were given. Seeing no future of the project, complainants requested the respondent many times to refund the deposited amount along with interest but in vain. Complainants grievance is that respondent had promised that possession would be handed over by the end of 4th quarter of 2008 but there has been lapse of approximately 18 years from the date of booking and respondent has not allotted them any plot till date, no builder buyer agreement has been executed between the parties despite partial payment being made by the complainants and respondent has not even refunded the amount already paid. Complainants have lost faith in respondent as respondent has utilized their hard earned money for several years without even making any allotment to them. Since there is no hope that

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possession of the plot will be offered in near future, complainants have prayed for refund of amount paid by them along with applicable interest.

3. Respondent in his reply has contended that complaint is not maintainable for the reason that complainants are not an allottee of respondent company. However, he has admitted the fact that original applicant Mr. Mukesh Wadhwa had applied for advance registration of a plot in any of new/upcoming project of respondent on 10.09.2004. The plot was subsequently purchased by present complainants and endorsement in their favour was made on 01.03.2008. Respondent admitted that payment of ₹7,60,000/- has been received by him against said booking from complainants and their predecessor-in-interest. It has been contended that there is no agreement to sell executed between the parties. Neither location nor site of the project was confirmed at the time of registration. 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 that on 12.01.2008 complainants signed an Affidavit-cum-Undertaking and Indemnity and as per clause 7 of said affidavit in case no plot is allotted to complainants, they shall accept refund of deposited amount with 9% simple interest per annum. Respondent has contended that at the time endorsement in favour of complainants, neither complainants nor their predecessor-in-interest raised any demand for refund. It has been stated that no demand was

ever raised by the respondent after 2006 which establishes the fact that there was no project and the registration was mere an expression of interest towards the future project of respondent. It has been contended that in the absence of any agreement to sell, complainants are bound by terms and conditions of Affidavit-cum-Undertaking and Indemnity duly signed by them. Further complainants never approached the respondent for refund of amount paid by them and had approached this Authority after 13 years which clearly indicates that complaint is barred by limitation and hence respondent has sought dismissal of the present complaint.

4. Complainants have also filed rejoinder denying the contentions raised by respondent in his reply and reiterating their claims already made in the complaint.

5. 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.

6. 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; complainants are interested to withdraw from the project and want refund of the amount deposited; respondent has expressed its inability to offer plot to the complainants 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 complainants. Therefore, as per provisions of Section 18 of the Act, relief of refund as sought by the complainants deserve to be granted.

7. Hence, Authority directs respondent to refund the complainants the amounts paid by them 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.

8. Authority has got calculated the interest payable to the complainants and accordingly total amount payable to the complainants including interest calculated at the rate 9.80% is depicted in table below:

S.No.	Complaint no.	Amounts paid by complainants	Interest Accrued till 05.08.2022	TOTAL AMOUNT PAYABLE TO COMPLAINANTS
1.	534 of 2022	₹7,60,000/-	₹12,60,156/-	₹20,20,156/-
2.	536 of 2022	₹8,47,500/-	₹14,08,411/-	₹22,55,911/-
3.	537 of 2022	₹9,87,500/-	₹16,26,760/-	₹26,14,260/-
4.	538 of 2022	₹9,27,500/-	₹15,02,455/-	₹24,29,955/-

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

9. Complaints are, accordingly, **disposed of**. Files be consigned to the record room and order be uploaded on the website of the Authority.



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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]

