



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 235 OF 2022

Balajee Infrashine Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT(S)

CORAM: Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 04.08.2022

Hearing: 2nd

Present: - Mr. T. S. Khaira, Ld. Counsel for the complainant through VC.

Mr. Shubhnit Hans, Ld. Counsel for the respondent.

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. While initiating his arguments, learned counsel for the complainant stated that complainant had booked a shop in the project named "Park Street" of the respondent situated at Sonipat in May, 2006. Shop No. GF-118 measuring 594.21 sq. fts. was allotted to the complainant on 20.02.2007. As per version of complainant respondent entered into agreement with complainant in Feb, 2007 but later unilaterally revised said agreement in March, 2014. Further, respondent unilaterally revised super area of the allotted shop from 594.21 sq. fts to 401.49 sq. fts. vide letter dated 25.03.2014. Said revised agreement purported to be executed between parties is attached with complaint and same is undated. Learned counsel for the complainant stated that as per said agreement, respondent was bound to deliver possession to the complainant by 25.03.2016. Complainant has paid Rs. 15,40,197/- against basic sale consideration of Rs. 19,07,078/-.

Complainant has averred in his complaint that he had been repeatedly requesting respondent for handover possession of shop but respondent has failed to deliver possession of shop to him till date. Main grouse of the complainant is that respondent has failed to failed to deliver him possession of the shop even after lapse of approximately sixteen years from the date of booking,. Therefore, complainant is seeking refund of Rs. 15,40,197/- along with permissible interest.

2. Learned counsel for the respondent has stated that respondent company had applied for grant of Occupation Certificate but the same has not been granted to them by the Department of Town & Country Planning till date. Authority raised a specific query to the counsel for respondent that by what date the possession of shop will be handed over to the complainant ? Learned counsel for the complainant replied to the query that construction of shop is going on at full swing but failed to specify the date by which possession of shop will be delivered to complainant.

3. After hearing arguments of both parties and perusal of record, Authority observes that admittedly construction of shop of complainant is still incomplete even after lapse of sixteen years from the date of booking. Respondent has made a vague statement in his reply that construction of shop is going on at full swing and is near its completion. Even his counsel failed to specify the date by which possession of shop would be delivered to the complainant. Learned counsel for the respondent has also admitted the fact that respondent has not received Occupation Certificate from the Department of Town & Country Planning till date. Thus, even the project seems to be incomplete.

Further, Authority observes that extraordinary delay has already been caused by the respondent in completion and in delivery of possession of booked shop which amounts to breach of terms of contract. Delivery of possession of shop with Occupation Certificate does not seem possible in foreseeable future.



More than sixteen years have already lapsed from the date of booking, in such a situation, Complainant cannot be expected to wait for indefinite time to take delivery of possession of his flat.

In view of above facts, Authority is of the considered opinion that respondent has been using the amount deposited by the complainant since last sixteen years without any reasonable justification. Complainant cannot be compelled to continue with the booking of his shop and wait for more time to get the possession of the shop after such an extraordinary delay.

In view of above observations, the Authority finds this to be a fit case for allowing refund of the amount paid by the complainant and directs the respondent to refund amount paid by the complainant along with interest at the rate stipulated under Rule 15 of the HRERA Rules, 2017 from the date of making payments up to the date of passing of this order.

4. As per calculations made by Accounts Branch, amount payable by the respondent to the complainants along with interest has been worked out to Rs. 35,20,416/- (Rs. 15,40,197/- + Rs. 19,80,219/-). Therefore, Authority directs the respondent to refund **Rs. 35,20,416/-** to the complainant.

5. The respondent shall pay entire amount to the complainant within 90 days of uploading this order on the web portal of the Authority.



Disposed of in these terms. File be consigned to the record room and the order be uploaded on the website of the Authority.



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RAJANGUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]

