



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 453 OF 2022

DINESH KUMAR

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

2. COMPLAINT NO. 211 OF 2022

Mahavir Singh Malik

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

3. COMPLAINT NO. 288 OF 2021

Gaurav Goel

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

4. COMPLAINT NO. 407 OF 2022

Manu Vats

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

5. COMPLAINT NO. 417 OF 2022

Rama Kant Gaur

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

6. COMPLAINT NO. 409 OF 2022

Nisha Joon

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

7. COMPLAINT NO. 410 OF 2022

Santosh Devi

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

8. COMPLAINT NO. 414 OF 2022

Gaurav Sharma

....COMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.

....RESPONDENT(S)

9. COMPLAINT NO. 416 OF 2022

Ravinder

....COMPLAINANT(S)

VERSUS

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RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

10. COMPLAINT NO. 431 OF 2022

Vineet TanejaCOMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

11. COMPLAINT NO. 445 OF 2022

Radhey ShamCOMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

12. COMPLAINT NO. 446 OF 2022

Meenakshi SharmaCOMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

13. COMPLAINT NO. 447 OF 2022

BijenderCOMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

14. COMPLAINT NO. 833 OF 2022

Amrik Singh MalhotraCOMPLAINANT(S)

VERSUS

Complaint No. 453,211,407,417, 409,410,414,416,431,445,446,447,833,834,415 of 2022;
288/21

RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

15. COMPLAINT NO. 834 OF 2022

Pooja SainiCOMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

16. COMPLAINT NO. 415 OF 2022

KavitaCOMPLAINANT(S)

VERSUS

RUHIL PROMOTORS PVT LTD.RESPONDENT(S)

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 09.08.2022

**Hearing: 2nd (in complaint nos.
453,211,407,417,409,410,414,416,431,445,446,447,415/22)
1st (in complaint nos. 833,834/22)
8th (in complaint no. 288/21)**

Present through video call: - Ms. Bhawana Thakur, learned counsel for the complainant (in complaint no. 453/22)

Sh. Yash Pal, learned counsel for the complainant (in complaint no. 211/22)

Sh. Amninder Singh, learned counsel for the complainant (in complaint no. 281/21)

Sh. Pranjal P. Chaudhary, learned counsel for the complainant (in complaint no. 431/22)

Sh. Dixit Grag, learned counsel for the complainants (in complaint nos. 407,409,410,414,415,416,417,445,446,447,833,834/22)

Sh. Kamal Dahiya, learned counsel for the respondents in all captioned complaints

ORDER (RAJAN GUPTA- CHAIRMAN)

1. Captioned bunch of complaints are being disposed of together by this common order. Complaint No. 453 of 2022 titled "Dinesh Kumar Versus Ruhil Promoters Pvt. Ltd." has been taken as lead case.
2. Initiating his pleadings, learned counsel for complainant argued that complainant had booked an apartment bearing no. 301 in Block E-1 in respondent's project, "Ruhil Residency", Bahadurgarh" in the year 2013. Complainant alleges that he had paid an amount of ₹ 35, 44,329/- against the total sale consideration of ₹ 36, 13,750/-. As evidence of paid amount,



complainant has annexed Annexures A-2 and Annexure A-3 at page no. 46-64 of complaint.

As per agreement dated 07.02.2013, respondent had committed to deliver possession of the unit within 36 months along with grace period of 180 days from the date of execution of agreement, which comes to 07.08.2017. In support of this contention he has annexed a copy of agreement at page no. 14-45 of complaint book. Learned counsel for the complainant has argued that despite lapse of five years from the deemed date of possession, respondent has not given possession to the complainant. He further argued that more than eight years have gone from date of execution of agreement and project is still incomplete. Complainants have prayed for possession of the unit along with delay interest.

Learned counsels for complainants further argued that in some of the captioned complaints, complainants in addition to prayer for possession of booked flats, have also prayed for following reliefs:

- i. Refund of the amount paid by complainants on account of club charges as no club facility has been provided by the respondent.
 - ii. Demands raised on account of GST be quashed.
3. A table has been prepared by the Authority, wherein details regarding date of booking; date of FBA execution; deemed date of completion of



project; payment made by the complainants against their respective sale consideration have been summarised:

Sr. No.	COMPLAINT NO.	Tower	DATE OF AGREEMENT	TOTAL SALES CONSIDERATION (In Rs.)	TOTAL AMOUNT PAID BY THE COMPLAINANT (In Rs.)	DEEMED DATE OF POSSESSION
1.	453/22	E	07.02.2013	36,13,750/-	35,44,329/-	07.08.2016
2.	211/22	F	5.12.2012	36,88,500/-	36,24,417/-	05.06.2016
3.	288/21	E	12.03.2013	41,55,850/-	37,67,541/-	12.09.2016
4.	407/22	R	07.03.2013	81,57,600/-	63,00,710/-	24.08.2016
5.	417/22	A	26.02.2013	44,34,600/-	48,23,116/-	07.09.2016
6.	409/22	A	13.12.2012	38,27,099/-	34,74,701/-	11.06.2016
7.	410/22	A	27.12.2012	44,34,600/-	40,22,934/-	15.06.2016
8.	414/22	G	28.11.2012	29,80,000/-	25,17,000/-	15.05.2016
9.	416/22	B	30.07.2015	40,93,000/-	42,34,799/-	30.01.2019
10.	431/22	E	16.01.2013	42,70,300/-	41,92,419/-	16.07.2016
11.	445/22	E	27.05.2013	38,31,045/-	37,58,826/-	26.11.2016
12.	446/22	B	16.01.2013	43,57,740/-	51,37,876/-	15.07.2016
13.	447/22	H	14.01.2017	31,80,000/-	31,61,074/-	14.10.2018
14.	833/22	H	11.08.2015	34,80,000/-	32,46,352/-	11.02.2019
15.	834/22	I	18.06.2013	43,15,000/-	39,01,312/-	17.12.2016
16.	415/22	C	01.09.2015	40,07,600/-	40,24,536/-	01.03.2019

4. On the other hand, Case of the respondent is that the project is complete in all respects and Occupation Certificate for the entire project has also been received by the respondent on 17.03.2022. Learned counsel for the respondent Sh. Kamal Dhaiya made a statement that respondent is ready to offer the possession of the booked flats to the complainant. However, he argued that delay interest claimed by complainants in captioned complaints are not payable for the reason that project in question was completed by respondent-promoter in the year 2020. Thereafter application for grant of Occupation Certificate was filed by respondent-promoter on 13.01.2020. On

17.03.2022 Occupation Certificate was received by the respondent from the concerned department.

Learned counsel for respondent while elaborating his arguments, argued that said Certificate was issued to respondent against the application dated 13.01.2020, which was kept pending with the department and got delayed due to Covid-19 situation as national lockdown was announced in the entire country. Concluding his arguments, he prayed that relief of possession without delay interest be awarded to the complainants.

Learned counsel of the respondent while addressing the other two reliefs claimed by complainants argued that club charges has rightly been charged from the complainants as club facility has duly been provided in the Society. Second, objection with regard to quashing of demand raised on account of GST is also payable by complainants, for the reasons that deemed date for delivery of possession in captioned complaint was from August 2017 to 2019. As per the government notification, GST come into operation on 1st July 2017, meaning there by if possession was handed over to the complainants even on the agreed dates then also complainants were liable to pay the applicable GST. Accordingly, now complaints have to pay the applicable taxes as on date.

5. After hearing both parties and going through the documents placed on record, Authority observes that admittedly complainant booked unit in 2012

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and respondent was under an obligation to handover the possession by August 2017 but possession has not been offered till date by the respondent/promoter. Today, learned counsel for the respondent Sh. Kamal Dahiya made a statement in court that Occupation Certificate for the project in question has been received by the respondent/ promoter and they are ready to handover the possession of booked unit to the complainant.

However, he objected to the delay interest claimed by complainants. Taking into consideration written submissions and arguments put forth by counsel of the respondent with regard to delay interest to be given to the complaints, Authority is of the view that as per agreement executed between parties, respondent was under an obligation to handover the possession of flats latest by 2017 but till date respondent has not handed over the same to the complainants. Five years of delay in handing over of possession is considered to be an inordinate delay, therefore, plea of learned counsel of respondent for not awarding delay interest to the complaints is not acceptable.

Lastly, in regard to payment of GST, Authority is of the view as was expressed by respondent in para 4 of this order that if deemed date for handing over of possession was after 1st july 2017, then GST and other taxes will be duly payable by the complaints.

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6. Considering above facts and in view of statement given by learned counsel for respondent, Authority decides to dispose of the matter granting relief of giving offer of possession along with delay interest on the already paid amounts from the deemed date of possession till today i.e. 09.08.2022. Account branch of this Authority on calculation of interest @ 9.8% i.e. (SBI highest marginal cost of landing rate plus 2 %), as per Rule 15 of HRERA, Rules 2017, has worked out the amount of interest payable to the complainants from deemed date of possession till 09.08.2022 as shown in the table below-

Sr. No.	COMPLAINT NO.	Total amount on which interest is calculated(in Rs.)	Upfront INTEREST calculated (In Rs.) @ 9.8%	Further Monthly interest after 09.08.2022 to be paid by respondent
1	453/22	35,44,329/-	20,87,872/-	29,500/-
2	211/22	36,24,417/-	21,96,357/-	30,167/-
3.	288/21	37,67,541/-	21,82,944/-	31,358/-
4.	407/22	63,00,710/-	36,82,825/-	52,443/-
5.	417/22	48,23,116/-	28,01,028/-	40,144/-
6.	409/22	34,74,701/-	21,00,033/-	28,921/-
7.	410/22	40,22,934/-	24,27,053/-	33,484/-
8.	414/22	25,17,000/-	15,39,466/-	20,950/-
9.	416/22	42,34,799/-	14,64,475/-	35,247/-
10.	431/22	41,92,419/-	24,94,409/-	34,895/-
11.	445/22	37,58,826/-	21,02,203/-	31,286/-
12.	446/22	51,37,876/-	30,58,317/-	42,764/-
13.	447/22	31,61,074/-	11,84,822/-	26,311/-
14.	833/22	32,46,352/-	11,12,191/-	27,020/-
15.	834/22	39,01,312/-	21,59,895/-	32,472/-
16.	415/22	40,24,536/-	13,59,345/-	33,497/-

Further, Authority directs respondent to handover the possession of booked unit to the complainant within 30 days from uploading of this order on the website of the Authority. Respondent is also directed to issue fresh statement of Account to the complainant. While preparing the statement of receivables and payables, respondent shall adjust the amount of interest awarded above by this Authority payable to complainants .

Disposed of. Files be consigned to record room and order be uploaded on the website of the Authority.




RAJAN GUPTA
[CHAIRMAN]


DILBAG SINGH SIHAG
[MEMBER]