



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 178 OF 2021

Raj Kumar

....COMPLAINANT

VERSUS

M/s Alpha G Corp Development Pvt. Ltd.

....RESPONDENT

CORAM: Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 05.08.2022

Hearing: 8th

Present: Mr. Aseem Gupta, Proxy counsel for the complainant through VC.
Mr. Paritosh Vaid, Learned counsel for the respondent through VC.

ORDER (DILBAG SINGH SIHAG-MEMBER)

While perusing case file it is observed that today is the 8th hearing of the case. Case of the complainant in nutshell is that he booked a plot admeasuring 500 sq. yards in the respondents project Alpha International City, situated in sector 4 Fatehabad, Haryana. Plot buyer agreement for the same was executed on 25.01.2011 and as per assurance of the respondent/promoter the said unit was to be delivered within 18 months along with grace period of 90 days from the said execution of agreement which works out to be 25.10.2012. The basic sale

consideration of the said plot was fixed for Rs. 32,75,000/- against which complainant has paid a sum of Rs. 40,79,197/- i.e Rs. 36,66,197/- till 07.10.2014 and Rs. 04,13,000/- paid on 18.02.2020, proof of the same has been annexed by the complainant in complaint file as annexure C-4 to C-10.

Grievance of the complainant is that respondent made an offer of possession was made by the respondent on 08.05.2012 along with demand of Rs. 35,19,898/- but whenever he visited the at regular intervals he saw that construction work was carried at very slow pace and also he was told by the representative of the respondent that they are not aware of any such communication and offer letter. Complainant further submitted that he was issued with another a letter dated 18.09.2012 with enhanced chagres in name of external development work around colony. Further, demand letters were also issued by the respondent dated 18.09.2012 of Rs. 39,41,384/- and another letter dated 29.04.2013 of Rs. 40,02,728/-. Complainant in in para 12 of his complaint file had mentioned that respondent issued a letter dated 24.09.2013 where he admitted that one civil suit titled as Smt. Neelam Kumari and Anr. vs. M/s Elegant Real Tech Pvt. Ltd. and ors was dismissed vide order dated 12.09.2013 by Ld. Civil Judge, Fatehabad. Complainant further alleges that from 2014 to 2019 there was no correspondence from the office of the respondent and suddenly 15.07.2019 the respondent raised and maintenance charges along with interest amounting to Rs. 42,703/-. Complainant claimed to



have paid 90% of the amount against total sale consideration till october 2014. He was issued several demand letter of Rs. 20,39,713/- and vide letter dated 08.08.2019 demand of Rs. 20,43,618/-. Complainant claims to have paid the remaining amount of Rs. 4,13,000/- completing 100% payment for the plot through cheque dated 18.02.2020 and has annexed the proof of same.

2. It is made out from above written complaint filed by the complainant that complainant did not take possession of the allotted plot only for the reason that complainant understood that the title of the respondent company on the land in question was not clear on the date of offer of possession. Now, complainant seeks possession along with compensation on account of delay in handing over possession.

3. Respondent in his written reply has agreed that plot in question was endorsed in favour of the complainant by the respondent company. Respondent stated that he has completed all development works in accordance with approved plans and has also obtained a report of the Chief Engineer certifying that all development works have been completed. Respondent, after completion of development works, applied for grant of completion certificate on 15.03.2011 for the colony to the Town & Country Planning Department. The respondent has specifically reiterated that all development works were completed, in the area in wherein said plot of the complainant was situated, when offer of possession was made. As far as civil litigation is concerned, the respondent stated that said

litigation was going on when complainant had purchased the plot. Further civil litigation was in respect of only 9.74 acres area out of total 51.744 acres.

Moreover, there was no litigation whatsoever pending in respect of the land area on which plot of the complainant was situated. Furthermore, said litigation has been dismissed by Ld. Additional Civil Judge (Senior Division) Fatehabad and as on date no dispute or any stay survives even in respect of the land which was subject matter of litigation. According to the respondent, the complainant had no justification whatsoever in not taking possession of the allotted plot. The respondent alleges that the complainant is only an investor and is interested in making profit out of market fluctuations.

4. Respondent further assured that company first of all offered possession of plots to the complainants on 08.05.2012. A copy of the said letter has been annexed as Annexure R-8 along with the postal receipt thereof. Said offer of possession letter was accompanied with a demand for payment of Rs. 35,19,898/-. Respondent has further annexed a letter dated 18.09.2012 vide which enhanced EDC was demanded in accordance with the demand raised against them by the Town & Country Planning Department. Said demand, however was amended vide revised demand letter dated 29.04.2013 which was again in accordance with the demand letter issued by the Town & Country Planning Department. In the letter dated 29.04.2013.



5. In brief, the case of the respondent is that they had completed the colony strictly in accordance with law. They had applied for grant of part completion certificate in the year 2011 after getting report of the Chief Engineer, HUDA certifying that all the services have been laid in the colony. There was no dispute relating to the title of the land. The civil litigation referred to by the complainant neither related to the portion of the land on which complainant's plot was situated nor the said litigation resulted in any adverse orders against the respondent. According to the respondent, the complainant has failed to pay the due amount and has also failed to take lawful possession of the plot. Therefore, no relief deserves to be granted to the complainant and all complainants deserve to be dismissed. Further, complainant had opted for time linked payment plan and to make 90% payment within 15 months in 5 instalments of 15% of the basic sale price and remaining 10% was to be paid at the time of delivery of possession.

6. This captioned matter is similar to those bunch of cases with lead complaint no. 1506 of 2019 titled 'Anil Kumar v. Alpha Corp. Development Pvt. Ltd.' which was decided by the Authority on 30.03.2021. In that bunch, the complaint was dismissed and complainant was directed to take possession of the plot in accordance with latest offer letter issued to them by respondent. Relevant part of the order is reproduced as below:

6. Based on written submissions of both parties, oral arguments submitted from time to time,



and interim observations made by the Authority in previous hearings, the Authority finally disposes of this matter with following findings and orders:

- (i) The only dispute raised by the complainant in this complaint is that he did not take possession of the plot offered to him vide letter dated 24.09.2013 for the reason that a civil suit titled Smt. Neelam Kumari & others versus Elegant Real Tech and others was pending at the time of receipt of offer of possession. However, it is clearly made out from the facts on record that the said civil suit did not result in any adverse orders against the respondents. In fact, the civil suit has been dismissed for all practical purposes. Therefore, it can be inferred that the civil suit was frivolous litigation.

Furthermore, the said civil suit pertained only to 9 acres and 7 kanal land out of total 51.744 acres land of the project. The complainant has made no allegation that the civil suit pertained to the land on which the plot of the complainant was situated. The respondent specifically reiterates that the civil suit would not have in any case affected the plot of the complainant as it pertained to a separate parcel of land.

- (ii) The respondent has annexed Annexure R-8 letter dated 12.05.2012 vide which an offer of possession was made along with a demand of about Rs. 6.17 lacs. The complainant has made no reference to this letter. Instead, they have referred only to a letter dated 24.09.2013 vide which a reminder



was issued by the respondent to the complainant to take possession. It can, thus, be made out that the complainant failed to take possession of the plot despite an offer having been made to him. The complainant has concealed the fact of having received letter dated 12.05.2012.

(iii) The Authority has perused Annexure R-14 letter dated 02.07.2015 written by the Director, Town & Country Planning Department to the respondent company stating therein that the colony is hereby granted the part completion certificate. The letter of the Director certifies that all development works have been completed and the said part completion certificate has been granted in reference to an application dated 18.03.2011. This letter indicates that all development works of the colony had been completed by the respondent company by March 2011 when the application for grant of part completion certificate was filed.

(iv) The Authority has perused Annexure R-15 which is a letter dated 03.05.2018 issued by the Director, Town & Country Planning Department to the respondent company vide which part completion certificate was granted even in respect of land over which civil dispute had been raised. The letter specifically reads that the Chief Engineer HUDA, Panchkula vide letter dated 16.08.2011 has

certified that the development works in the colony already stands completed. Accordingly, it can clearly be concluded that the offer of possession given to the complainants in May 2012 was a legally valid offer of possession which the complainants failed to take for no justifiable reason.

(v) A long list of correspondence has been annexed by the respondent company with their written statement vide which they have repeatedly offered the possession of the plot to the complainant, but the complainants for the reason best known to them have failed to take possession.

(vi) It is also observed that after receipt of the offer of possession in May 2012, the complainants simply kept quiet and never raised any objection or wrote any letter to the respondent company disputing the validity of the offer of possession. The complainant simply chose to remain silent and thereafter file these complaints before the Authority in the year 2019. The arguments of the learned counsel for the complainants that they had been verbally pursuing the matter with the respondents cannot be given much weightage in the face of the facts of the matter narrated above.

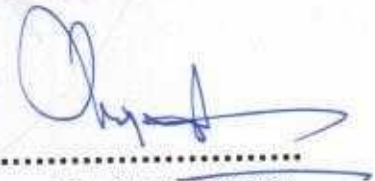
(vii) Complainants have made no averment whatsoever either verbal or in writing to say that the demand made by the respondents along with their various offer of

possession was not justified. No finding, therefore, is being recorded by the Authority in respect of the demands made by the respondent while giving various offers of possession to the complainant.

In view of the above, this complaint is dismissed and the complainant is directed to take possession of the plot in accordance with latest offer letter issued to him by the respondent. This order will also, as such, be applicable on all other captioned complaints. **Disposed of.** Files be consigned to the record room.

7. Since present matter is based on similar facts and relating to same project of the respondent, therefore it is also disposed of in terms of complaint no. 1506 of 2019 titled 'Anil Kumar v. Alpha Corp. Development Pvt. Ltd..' Authority accordingly hereby dispose of the present complaint with a direction to complainant take possession of the plot in accordance with latest offer letter issued to him by the respondent.

8. Case is **Disposed of.** Files be consigned to record room after uploading of the order.



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RAJAN GUPTA
(CHAIRMAN)



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DILBAG SINGH SIHAG
(MEMBER)