



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 1166 OF 2021

Mohinder Singh

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM:**

**Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing:** 12.07.2022

**Hearing:** 3<sup>rd</sup>

**Present: -** Mr. Sandeep Lather, learned counsel for the complainant through video conference.

None for the respondent

### **ORDER (RAJAN GUPTA - CHAIRMAN)**

Case of the complainant is that he had booked a residential villa in the project of the respondent named as 'Parsvnath Paliwal City' situated in Panipat, Haryana on 30.10.2010 and vide application no.16876, he had

deposited ₹ 1,00,000/- as token money. A copy of the same is annexed as Annexure C-2 with the complaint. Villa no. A-113, in Block no. A, measuring 1443 sq ft. was allotted to the complainant on 14.12.2010. Subsequently, Villa buyer agreement was executed between the parties on 23.12.2010. Total sale consideration of the said villa was Rs.34,92,000/-. Complainant paid an amount of Rs.13,31,201/- against total sale consideration till 25.02.2011. Payment of the total money paid by complainant is duly proved from a copy of the ledger account furnished by respondent, which has been annexed with the complaint as Annexure C-3.

2. As per agreement dated 23.12.2010, villa was to be delivered within 24 months + 6 months. Accordingly, due date of offering possession was in mid 2013. A copy of Villa buyer agreement is annexed as Annexure C-4.

3. Complainant has further stated that he retired from NFL, Panipat on 31.03.2021. Before his retirement, he was assured that he will be handed over possession of the villa but he got to know that no construction has started at the site till date. It has been further stated that he approached respondent along with other persons from NFL, Panipat who had booked flats in the same area in the year 2014-2018 to know the exact status of the flat, but no satisfactory reply was ever given to them. Complainant along with another group of 20 persons had approached the respondents stating that they are



waiting for their apartments for the last over 9 years. If the respondent delays it further, complainant will constraint to approach the court of law.

4. Aggrieved on account of conduct of the respondent and inordinate delay of over 9 years having already been caused and villa still not being ready, complainants have sought relief of refund of entire money paid by them along with interest. Complainant has further stated that if any delay was caused by complainant, respondent used to charge 24% interest on the delayed payment. So, Complainant has prayed that they should also be returned their money along with interest @ 24%.

5. Today is the third hearing of the matter. Learned counsel for complainant reiterated factual matrix of the case as discussed above.

As per office record, notice was successfully delivered to the respondents on 30-10-2021. Two opportunities have been given to respondents to file their reply, but no reply has been filed till date. Therefore, Authority decides to strike off their defence and proceed ex-parte.

6. In view of above submissions, Authority observes that complainant has booked his villa in the year 2010. He made all payment as per demands of the respondent and paid ₹12,31,200/- against total sale consideration till 2011. He retired in the year 2021 and prior to his retirement, he <sup>had</sup> was assumed that he will be handed over possession of the villa. Therefore, expectations of complainant were completely reasonable and justified that the possession of the

villa would be offered to him prior to the retirement. However, no proper legal offer of possession has been made to the complainant even after lapse of 9 years from the due date. Such inordinate delay tantamount to breach of agreement. Such huge delay defeats the very purpose of booking an apartment. Delay of 1-2 years in an under-construction project is understandable but delay of 10 years is nothing short of breach of contract and breach of trust. In fact, it amounts to defrauding the allottees. Therefore, Authority has no hesitation in allowing the prayer for the refund of entire amount paid by the complainant to the respondent. Hence, Authority directs respondent to refund the amount paid by the complainant 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 9.70% (7.70% + 2.00%) from the date of receipt of amounts till today i.e ₹14,92,355/-

Accordingly, total amount along with interest calculated at the rate 9.70% works out to ₹28,23,556/- (₹13,31,201/- + ₹14,92,355).

Respondent is directed to make payment of ₹28,23,556/- to the complainant within 90 days from the date of uploading of this order, as provided in Rule 16 of Haryana Real Estate (Regulation and Development) Rules, 2017.



7. **Disposed of.** Files be consigned to record room after uploading of this order on the website.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]

