



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 227 OF 2020

Baljeet Singh

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

CORAM: Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 18.05.2022

Hearing: 4th

Present: - Mr. Baljeet Singh complainant through VC.

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

VC.

Mr. Hunarveer Sharma, Ld. Counsel for the complainant.

ORDER (RAJAN GUPTA-CHAIRMAN)

1. Case of the complainant is that his mother, Mrs. Vidya Rani had booked a plot in the project named "TDI City" of the respondent situated at Sonipat in 25.08.2005. Plot No. J-497, measuring 250 sq. yds. was allotted to her on 19.01.2006. She paid Rs. 24,82,828/- against basic sale consideration of Rs.19,37,500/-. Mrs. Vidya Rani expired on 13.10.2015. Father of complainant also expired on 04.09.2016. Name of complainant was substituted in place of Mrs. Vidya Rani on 06.12.2018. Thus, complainant stepped into shoes of his mother. No Builder Buyer Agreement (hereinafter referred to as BBA) was executed between parties. In certain similar cases respondent had assured allottees to deliver possession of plots within three years from the date of booking. After taking entire consideration amount, delivery of possession should be given within reasonable period of time which in such cases is three years. Thus, learned counsel for complainant pleaded that even in the present case since no agreement has been executed by the respondent, therefore, the deemed date of delivery of plot should be taken as three years from the date of booking, meaning thereby that complainant's plot should have been delivered to him by Aug, 2008.

Grouse of the complainant is that despite lapse of about seventeen years from the date of booking, respondent has failed to deliver possession of plot to the complainant. Further, respondent vide its letter dated 11.12.2017



has admitted that original plot is not available due to unavoidable reasons, and they are willing to offer an alternative plot. Thus, respondent has failed to perform his contractual obligation to deliver possession of booked plot to complainant. Complainant does not wish to take delivery of any alternate plot. Therefore, complainant is seeking refund of Rs. 24,82,828/- along with interest as per Rule 15 of the HRERA, Rules 2017.

2. Learned counsel for respondent stated that though the project has already been developed and Part Completion Certificate has been granted by the Department of Town & Country Planning, Haryana on 23.01.2008, 18.11.2013 and 22.09.2017, however, the plot originally allotted to complainant is not available due to unavoidable circumstances. Respondent vide its letter dated 11.12.2017 had informed the complainant that he was unable to deliver the originally allotted plot to him and they are willing to offer an alternative plot to the complainant. Vide said letter respondent had invited complainant to visit his office to choose any alternate plot in the same or other project of the respondent but complainant did not come forward to avail of the options offered to him.

Learned counsel for the respondent further apprised the Court that present case has been settled as the respondent has refund entire amount of Rs. 24,82,828/- paid by complainant to him vide cheques dated 07.01.2019,



07.02.2019, 07.03.2019, 07.04.2019 & 08.07.2019, therefore, present case deserves to be dismissed on account of settlement between the parties.

3. Complainant who argued his case through video call, denied any such settlement. He further stated that although he has received refund of the amount deposited by him from the respondent in the year 2019 as stated by learned counsel for the respondent but interest on the amount paid by him is still outstanding against respondent. He requested the Authority to direct respondent to pay interest to the complainant on the entire amount paid by him.

4. Learned counsel for the respondent in response stated that respondent has paid full and final payments as per settlement between parties and no interest is due to the complainant against respondent.

5. After hearing arguments of both parties and perusal of record, Authority observes that admittedly, respondent was unable to deliver originally allotted plot to the complainant due to reasons best known to them but never communicated to complainant or placed before this Authority. Respondent has offered to the complainant to choose an alternate plot vide letter dated 11.12.2017. In such circumstances, complainant could either opt to take possession of another similarly situated alternate plot of his choice or withdraw from the project by taking refund of the amount paid by him along with interest. Complainant did not want to relocate his unit to an alternate plot,



therefore, he declined offer of alternate plot. Admittedly, on the request of complainant, respondent has refunded the amount paid by the complainant vide cheques dated 07.01.2019, 07.02.2019, 07.03.2019, 07.04.2019 & 08.07.2019 as attached with their reply at Annexure-R-5 (Colly). Complainant acknowledges receipt of these cheques. As per complainant the only dispute which remains for adjudication is that respondent has not paid interest on the amount paid by complainant.

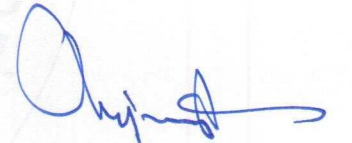
6. Authority observes that both parties have agreed that amount paid by complainant has been refunded to him by respondent vide aforesaid cheques in the year 2019. As far as payment of interest on the amount paid by complainant is concerned, respondents are liable to pay the same, since no settlement showing that same has been waived off or settled by the complainant has been placed on record by the parties. Mere refund of amount paid by complainant vide aforesaid cheques does not absolve respondent of their liability of respondent to pay interest on the amount paid by complainant. Respondent have wrongfully retained money of complainant for nearly sixteen years. Refund of the money has to be accompanied with interest unless a settlement having been arrived at is placed before the Authority. Admittedly, no such settlement was arrived at. The deposited amount has been returned after enactment of RERA Act, 2016 and section 18 and 19 (4) of the Act grants right to interest to allottees on the amount returned by respondent company.



Therefore, Authority directs respondent to pay interest to the complainant on amount paid by him at the rate stipulated under Rule 15 of the HRERA Rules, 2017 from the date of making payments up to 08.07.2019 i.e. date of last cheque issued by respondent.

7. As per calculations made by Accounts Branch, amount payable by the respondent to the complainant as interest has been worked out to Rs. 26,86,526/-. Therefore, Authority directs the respondent to pay Rs. 26,86,526/- to complainant.

8. 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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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]