



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 363 OF 2020

Smt. Anupama Gupta

....COMPLAINANTS

VERSUS

Ansal Properties and Infrastructure Pvt. Ltd.

....RESPONDENT

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 05.05.2022

Hearing: 6th

Present through video call: - Sh. Chaitanya Singhal, learned counsel for the complainant

Sh. Ajay Ghangas, learned counsel for the respondent.

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. While initiating his pleadings learned counsel of the complainant submitted that complainant had booked a flat bearing no.0302, in Tower T-28 admeasuring 1250 sq. ft. in respondent's project "Green Escape Apartments", Sonapat on 08.02.2006. Total Sale consideration of the flat was Rs. 21,56,250/- plus additional charges against which complainant had already paid an amount of

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Rs. 05,44,350/-. In support of the amount paid, he referred to Annexure P-4 at page no 43,44 of complaint book, wherein statement of account issued by respondent has been attached. The said statement of account shows that an amount of ₹ 05,44,350/- has been paid by the complainant in year 2006-2007.

Both parties signed the flat buyer agreement on 30.11.2006. As per Clause 12 of the agreement, possession of booked property was to be delivered within 30 months from the date of agreement. Therefore, deemed date of possession in this case was 01.12.2009. However, no information of progress regarding completion of the project had been received from the respondent in this regard till date even after thirteen years. Meaning there by there is no possibility to get project completed in near future. Therefore, complainant sought relief of refund of ₹ 05,44,350/- along with permissible interest as per Rule 15 of HRERA Rules, 2017 framed under RERA Rules, 2016.

2. No reply has been filed till date by the respondent even after lapse of four opportunities given to him.
3. Sh. Chaitanya Singhal, learned counsel for complainant had reiterated the facts mentioned in para 1 of this order. On the contrary, respondent counsel Sh. Ajay Ghangas, had made a statement during course of hearing that respondent is not in a position to complete the project, therefore, possession to complainant cannot be delivered.

4. In view of above statement of learned counsel of the respondent, Authority observes that initially this complaint was received on 27.02.2020 and listed for hearing on 03.09.2020, 12.11.2020, 02.09.2021, 02.03.2022. Each time respondent had been given opportunity to file reply but he had remained fail to do so. Therefore, Authority was constraint to strike off respondent's defense and proceeds this matter on the basis of admitted facts available in the file.

Further complainant has paid to the respondent a total amount of ₹ 05,44,350/- , receipt of each payment has been annexed as Annexure P-2, P4 at page no. 20, 42-45 of the complainant book. Further, complainant has annexed a copy of dully signed buyer agreement as Annexure P-3 of the complaint book which clearly shows that both parties had entered into this agreement. Accordingly, it is concluded that complainant had paid an amount of ₹ 05, 44,350/- to the respondent and respondent despite having received said amount against the booking of the flat; had remained fail to deliver possession to the complainant till date. As complainant has sought relief of refund of paid amount with permissible interest on account of respondent's failure to deliver possession on the agreed date, complaint deserves to be accepted.

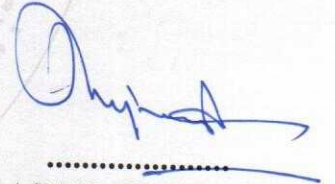
5 In view of above finding and considering statement given by respondent counsel in court proceeding today relief claimed by the complainants i.e. refund of the amount paid by them to the respondents along with interest @ Rule 15 of

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RERA, Rules, 2017 deserves to be granted from the respective dates of making payment till the actual realization of the amount.

Further Authority directs the respondent to refund entire principal amount of ₹ 05,44,350/- to the complainant with interest. Authority has got the interest calculated, which works out to ₹ 7,98,420/-. This interest has been calculated from the date of making payments by the complainant upto the date of passing of this order i.e. 05.05.2022 at the rate of 9.40%. Now, respondent has to pay total amount of ₹ 13,42,770/- (05,44,350/- + ₹ 7,98,420) to the complainant within a period prescribed under Rule 16 of HRERA Rules i.e. 90 days in two equal instalments. First instalment of 50% of total amount shall be payable by respondent to complainant within 45 days of uploading of this order and remaining 50% in next 45 days.

Disposed of. File be consigned to record room after uploading of this order on the website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]