



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

**COMPLAINT NO. 2824 OF 2019**

Saroj Khemka

....COMPLAINANT

VERSUS

Jai Krishna ARTEC J.V

....RESPONDENT

**CORAM:** Rajan Gupta  
Dilbag Singh Sihag

**Chairman  
Member**

**Date of Hearing:** 31.05.2022

**Hearing:** 14<sup>th</sup>

**Present: -** Ms. Meenu Goel, learned counsel for the complainant  
Mr. Vinshu Anand, learned counsel for the respondent

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

1. On the last date of hearing dated 09.02.2022 of this case a detailed order was passed disclosing tentative view of the Authority. Said order is reproduced below:

While initiating her pleadings, ld counsel for the complainant submitted that complainant has sought possession of booked plot along with delay interest. She drew attention of the Authority towards its earlier orders dated 10.11.2021, the operative part of which is reproduced below:

1. Brief facts of the case is that the complainant in August 2012, had booked a plot bearing no. C-64 A in the project named "GREEN WOOD CITY" situated in SONIPAT being developed by the respondent company Jai Krishna Arctec J.V. He had paid ₹16,95,000/- till 2014 against the basic sale consideration of ₹14,95,000/-. Plot buyer agreement was executed between both the parties on 29.08.2012. As per terms of agreement, possession of the plot was to be delivered after making all the payments by the complainant i.e. up to 2014 but no possession has been offered even till date. Complainant has been sending various letters to the respondent since 2014 but no reply has been received from the respondent. Even no construction work is going on.

2. The respondent does not dispute the payment of money paid by the complainant. He states that the respondent company has already applied for part completion certificate on 21.01.2019 which is still pending with competent authority. It is further submitted that offer of possession to the complainant has already been made on 26.08.2019, but complainant did not reply to that. Thereafter a reminder dated 14.09.2019 was issued along with demand of outstanding amount. Further vide letters dated 11.04.2017, 05.09.2017, 13.10.2017 and 06.01.2018, the complainant was duly informed about current status of the project.

3. The complainant today has raised objection that respondent has offered possession without obtaining completion



certificate which is not valid. He is now praying for handing over possession of the plot to him along with delay interest from the date of making final payment till handing over possession of the plot.

4. The Authority, after consideration of written submissions made by both the parties, is of the view that the complainant had made full payments in the year 2014 and the same is acknowledged by the respondent in his reply. But the respondent has failed to fulfil his duty to hand over possession of the plot to the complainant till date.

2. In the previous hearing dated 10.11.2021, learned counsel for the complainant had also argued that respondent had changed his plot no. and area while offering possession on 26.08.2019. Therefore, respondent was directed to provide copy of completion certificate along with approved demarcation plans from the competent authority showing plot no. along with details of area of the plot allotted to the complainant.

3. Regarding change of plot number and decrease in area of the plot is concerned, on perusal of various documents, especially possession letter and reminders given by the respondent in the year 2019, it is observed that plot number C-064<sup>A</sup> was offered to the complainant and the same number has been mentioned in the allotment letter as well as plot buyer agreement. Therefore, there is no variation in the plot number.

Regarding variation in area of plot, complainant states that the area initially allotted to him was 250 sq. yds, but the respondent has decreased this to 239 sq. yds in the offer of possession. Authority is of the considered view that sometime such variation in the area of plot

takes place on account of ground conditions. The revised area stands incorporated in demarcation and zoning plans of the project approved by State Govt. authorities. In view of above, Authority, prima facie, is of the view that contentions of complainant have no merit. However, one more opportunity is given to both parties to place on record further document if any, in support of their contentions.

4. In compliance of orders passed by the Authority, respondent has submitted certain documents on 30.11.2021. On perusal of those documents submitted by respondent, it was observed that part completion certificate was received by the respondent on 17.08.2020 and on that basis, Authority presumed that once part completion certificate has been obtained by the respondent, project would be considered as completed in the year 2020. But respondent had offered possession in the year 2019 which was not a valid offer in the eyes of law. Accordingly, the complainant shall be entitled to receive delay interest up to the date when part completion certificate was received by the respondent i.e. in the year 2020. Deemed date of possession in this case was 18<sup>th</sup> June 2014 i.e. date when complainant had paid total consideration amount. Therefore, complainant is entitled for delay interest from deemed date of possession i.e. 18.06.2014 till August 2020 as per Rule 15 of HRERA, Rules 2017, i.e. SBI highest MCLR rate + 2%. Respondent shall issue statement of accounts to the complainant regarding receivable and payables amounts specially incorporating therein delay interest payable to the complainant by the respondent.

2. During hearing dated 26.04.2022, ld. Counsel for respondent stated that their client wishes to amicably settle the matter out of court. Accepting the request of respondent, 10 days' time was given to respondent to send a





written offer of settlement to complainant. Complainant during today's hearing stated that the settlement offered by respondent was not just and fair and hence not acceptable to them. They requested the Authority to deal with the matter on its merits.

3. Authority is of the considered view that as the matter has already been tentatively decided on 09.02.2022, and new offer of settlement is not acceptable to complainant, therefore the view taken by the Authority in the order dated 09.02.2022 stands confirmed. Authority directs the respondent to pay the delay interest from deemed date of possession i.e 18.06.2014 till 17.08.2020 on entire paid amount of Rs. 16,95,000/- to the complainant. Interest to be calculated as per Rule 15 of HRERA, Rules 2017, i.e. SBI highest MCLR rate + 2% which is 9.30% p.a. simple interest. Delay interest after calculations works out to be Rs.9,72,586/-. Therefore, respondent is hereby directed to hand over peaceful possession of the plot to complainant along with delay interest calculated above within 45 days of uploading of this order.

4. **Disposed off** in above terms. File be consigned to record room.



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(RAJAN GUPTA)  
CHAIRMAN



.....  
(DILBAG SINGH SIHAG)  
MEMBER