



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1001 OF 2019

Janak Saini & Anr.

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM: **Rajan Gupta**
 Dilbag Singh Sihag

Chairman
Member

Date of Hearing: 15.03.2022

Hearing: 20th

Present: - Mr. Pranjal P. Chaudhary, learned counsel for the complainant through video conference

Ms. Apurva, proxy counsel for the respondent through video conference

ORDER (RAJAN GUPTA - CHAIRMAN)

1. Complainants in the present case had booked a shop bearing no. FF-120 admeasuring 662 sq.ft in respondent's project named 'Parsvnath Mall, Sonapat' in the year 2007. Complainants had paid a sum of

₹9,78,700.80/- against the basic sale price of ₹27,96,288/-. As per clause 10(a) of Shop buyer agreement executed between the parties on 01.04.2008, respondent was under an obligation to hand over the possession of the shop within a period of 30 months from the commencement of the construction with grace period of six months. The commencement of construction of the project was on 29.03.2008, so the deemed date of possession was 30.03.2011. But respondent failed to start to construction of the project, so vide letter dated 07.09.2013, complainants asked the respondent to cancel the booking and refund the amount paid by them along with interest @24%p.a. Thereafter various letters were sent by complainants to respondent requesting to refund the amount along with interest but to no avail. Aggrieved by the conduct of the respondent and looking at status of the project which was far from completion, complainant filed complaint case no. 45 of 2018 titled Janak Saini & another versus M/s Parsvnath Develoeprs Ltd. with the Authority seeking refund of the amount of ₹9,78,700.80/- with interest and compensation. Subsequently parties arrived at settlement on 30.05.2018 whereby respondent agreed to refund the complainants sum of ₹26,50,000/-(principal amount as well as interest) in instalments. Copy of said agreement has been annexed as Annexure C-8. In view of said settlement, complaint case no. 45 of 2018 was disposed of on 30.05.2018.

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2. Respondent paid the complainants principal amount of ₹9,78,700.80/- but failed to pay the remaining instalments which was agreed between them. Hence, complaint case no. 30 of 2019 titled Janak Saini and Nirmal Kumar Saini versus M/s Parsvnath Developers Ltd. Said complaint was disposed of by Authority on 14.02.2019 based on assurance given by respondent to abide by settlement already arrived between the parties on 30.05.2018.

3. Respondent again failed to honor the settlement agreement, therefore, complainants left with no option filed present complaint seeking refund of the amount with interest.

4. During the course of proceedings of present complaint, respondent made various payments to the complainants on various dates. On last date of hearing learned counsel for the respondent stated that in the present complaint entire outstanding amount has already been paid to the complainant and entire liability of respondent has been duly discharged. However, learned counsel for the complainants sought time to confirm the same.

Today, learned counsel for the complainants made a statement that complainants have received the entire refund amount along with interest accrued on it and present complaint may be disposed of as fully satisfied and complainants do not have any other grievance left against the respondent.



5. In view of the statement made by learned counsel for the complainants, Authority decides to dispose of the present complaint. Respondent is directed to pay the Authority earlier imposed cost of ₹10,000/- within fifteen days from date of uploading of this order.

6. **Disposed of.** File be consigned to record room and order be uploaded on the website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]

