



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1792 OF 2019

Umesh Chandra Singh Bisht

....COMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.

....RESPONDENT

Hearing: 24th

2. COMPLAINT NO. 1852 OF 2019

Anil Kumar Batra

....COMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.

....RESPONDENT

Hearing: 24th

3. COMPLAINT NO. 1944 OF 2019

Shail Dhanuka and Vinod Kumar Dhanuka

....COMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.

....RESPONDENT

Hearing: 24th

4. COMPLAINT NO. 1973 OF 2019

Maya BishtCOMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing: 24th

5. COMPLAINT NO. 2038 OF 2019

Sushma Kunzru and Deepak KunzruCOMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing: 23rd

6. COMPLAINT NO. 2063 OF 2019

Ajay KumarCOMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing: 23rd

7. COMPLAINT NO. 2183 OF 2019

Akshay Wadhwa and Preeti WadhwaCOMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing: 22nd

8. COMPLAINT NO. 2614 OF 2019

Ajit Kumar Singh and Sarika ChauhanCOMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing: 22nd

9. COMPLAINT NO. 307 OF 2020

Vijay Arora

....COMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.

....RESPONDENT

Hearing: 19th

10. COMPLAINT NO. 66 OF 2021

Mitter Sen Malhotra and Sudesh Malhotra

....COMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.

....RESPONDENT

Hearing: 16th

11. COMPLAINT NO. 789 OF 2020

Kailash Chander

....COMPLAINANT

VERSUS

M/s Ferrous Infrastructure Pvt. Ltd.

....RESPONDENT

Hearing: 20th

Date of Hearing: 12.05.2022

Present:- Sh. J.S. Rana Advocate, counsel for complainants through video call (in complaint case no.'s 1792, 1852, 1944, 1973, 2038, 2063, 2183, 2614 of 2019 and 307 of 2020)
Sh. Arun Singla Advocate, counsel for complainant through video call (in complaint case no. 66 of 2021)
Sh. Bhavdeep Singh Advocate, counsel for complainant through video call (in complaint case no. 789 of 2020)
Sh. Sourabh Goel, learned counsel for the respondent through video call

ORDER (RAJAN GUPTA - CHAIRMAN)

1. All captioned complaints are taken up together as their facts and grievances are more or less identical relating to the same project of the respondent i.e., “Ferrous City”, Sector-89, Faridabad. Complaint no. 1792 of 2019 titled “Umesh Chandra Singh Bisht Vs M/s Ferrous infrastructure Pvt. Ltd.” has been taken as lead case for disposal of the matters.
2. The captioned complaints have been filed by complainants seeking relief of refund of paid amounts along with interest as applicable as per rules for having caused delay in offering possession.
3. Brief facts as averred by complainant are that he booked an apartment in the project ‘Ferrous City’ Sector -89, Faridabad, promoted by respondents in the year 2007. An allotment letter dated 29.03.2008 was issued vide which flat No. 802, Tower Block-O with 1412 sq. ft. super area, on 8th floor was allotted to the complainant. Flat Buyer Agreement was executed on 6.02.2008. In terms of Clause 12 of the FBA, possession was to be delivered by October, 2010. Complainant has already paid Rs. 26,39,705/- against total sale consideration of Rs. 28,31,409/-. Proof of making payments has been annexed as annexure C-3 to the complaint.
4. Learned counsel for complainants Sh. Jagdeep Singh Rana requested for disposal of all complaints in terms of orders of Authority passed in Complaint No. 762 of 2018 titled as Rakesh Kumar Versus M/s Ferrous Infrastructure Private Limited and Others.

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5. Respondents reiterated the facts as have been discussed in the orders of Authority passed in complaint No.762 of 2018. However, respondents has further submitted an additional statement on 11.5.2022 stating that now all Government dues have been cleared and other compliances are being made and project may get occupation certificate within next six months, therefore, relief of refund prayed for may not be granted.
6. Authority has gone through all facts and circumstances of the matter. All the facts have been recorded in complaint No.762 of 2018 are still same except that as per directions of this Authority as well as orders passed by Hon'ble Supreme Court, Town & Country Planning Department is in the process of bifurcating license amongst five successor companies. However, orders passed by Town & Country Planning have been further challenged before Hon'ble Punjab & Haryana High Court in CWP No.4383 of 2022 in which stay against orders passed by department has been granted. Accordingly, the matter is again sub-judice.
7. More important fact, however, remains that due date of offer of possession was 2010. Already delay of over 12 years has been caused. Such inordinate delay defeats the very purpose of booking an apartment. Authority has been holding the view that such inordinate delay will itself justify prayer of refund of money paid by allottees.



8. Authority would have disposed of the matter earlier but since its jurisdiction to deal with complaints in which relief of refund had been sought was challenged first before Hon'ble High Court and later before Hon'ble Supreme Court. Said question of jurisdiction has now been settled by Hon'ble Supreme Court.
9. Now the position of law has changed on account of verdict of Hon'ble Supreme Court delivered in similar matters pertaining to the State of Uttar Pradesh in lead SLP **Civil Appeal No. 6745-6749** titled as **M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors. Etc.** Thereafter, Hon'ble High Court of Punjab and Haryana has further clarified the matter in **CWP No. 6688 of 2021** titled as **Ramprastha Promoters and Developers Pvt. Ltd. v. Union of India and Ors.** vide order dated 13.01.2022.
10. Upon perusal of the facts and circumstances, Authority is satisfied that in all the captioned complaints relief of refund deserves to be granted in terms of the orders passed in complaint No.762 of 2018 titled as Rakesh Kumar versus M/s Ferrous Infrastructure Private Limited.
11. To make order more comprehensive, a table has been got prepared wherein details regarding date of execution of FBA and payment made by complainants against their respective sale consideration have been summarised, as follows -

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SR. NO.	COMPLAINT NO.	DATE OF AGREEMENT	TOTAL SALES CONSIDERATION/ BSP (In Rs.)	TOTAL AMOUNT PAID BY THE COMPLAINANT (In Rs.)	DEEMED DATE OF POSSESSION
1.	1792/2019	03.05.2008	28,31,409/-	26,39,705/-	October, 2010
2.	1852/2019	27.05.2008	24,30,720/-	24,32,150/-	October, 2010
3.	1944/2019	27.07.2009	36,04,600/-	33,73,158/-	October, 2010
4.	1973/2019	05.10.2009	33,49,504/-	32,39,134/-	October, 2010
5.	2038/2019	09.01.2008	25,69,000/-	33,14,101/-	October, 2010
6.	2063/2019	07.01.2008	24,73,887/-	22,73,324/-	October, 2010
7.	2183/2019	08.01.2008	19,76,800/-	26,14,227/-	October, 2010
8.	2614/2019	07.01.2008	24,73,887/-	22,73,384/-	October, 2010
9.	307/2020	01.05.2008	43,73,121/-	22,25,337/-	October, 2010
10.	66/2021	10.04.2008	21,88,600/-	26,96,040/-	October, 2010
11.	789/2020	18.01.2017	26,51,000/-	22,16,236/-	October, 2010

12. Submissions of all complainants is that they have either made payment more than their respective total sale consideration or more than 95 percent. It is pertinent to mention here that complainant in complaint case no. 2614/2019 claims that he paid Rs. 24,73,887/-. However, as per receipts annexed as Annexure- C2, total amount paid by complainant works out to Rs. 22,73,384/-. Also, in complaint case no. 307/2020, receipts to extent of Rs. 22,25,537/- have been annexed whereas complainant claims to have paid Rs. 43,73,121/-. Also, in complaint case no. 2063/2019, complainant claims to have paid Rs. 24,73,887/- whereas receipts to extent of Rs. 22,73,324/- are placed on record. An e-mail dated 27.05.2022 was sent to counsels of the complainants to place on record



relevant receipts of the entire amount claimed to have been paid. However, no receipts were submitted by any of them.

It is pertinent to mention here that in complaint case no. 789 of 2020, complainant claims to have paid Rs. 22,16,236/- to respondent promoter. However, receipts to extent of Rs. 4,15,545/- only have been placed on record. Complainant submits that remaining amount of Rs. 19,56,361/- has been credited to respondent promoter by taking a loan but nothing has been placed on record to substantiate the same. An e-mail dated 27.05.2022 was also sent to learned counsel for complainant to place on record relevant receipts. However, nothing has been placed on record. Therefore, Authority deem it fit to grant refund as per receipts placed on record.

13. Authority accordingly orders refund of the money paid by all the complainants along with interest @ 9.4 % as shown in the table below:-

SR. NO.	COMPLAINT NO.	DATE OF AGREEMENT	TOTAL AMOUNT PAID BY THE COMPLAINANT AS PER RECEIPTS PLACED ON RECORD (In Rs.)	INTEREST (In Rs.)	TOTAL AMOUNT TO BE REFUNDED BY RESPONDENT (In Rs.)
1.	1792/2019	03.05.2008	26,39,705/-	32,31,362/-	58,71,067/-
2.	1852/2019	27.05.2008	24,32,150/-	30,81,665/-	55,13,815/-
3.	1944/2019	27.07.2009	33,73,158/-	42,15,572/-	75,88,730/-
4.	1973/2019	05.10.2009	32,39,134/-	39,42,570/-	71,81,704/-
5.	2038/2019	09.01.2008	33,14,101/-	40,70,716/-	73,84,817/-

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6.	2063/2019	07.01.2008	22,73,324/-	26,35,167/-	49,08,551/-
7.	2183/2019	08.01.2008	26,14,227/-	29,81,720/-	55,95,947/-
8.	2614/2019	07.01.2008	22,73,384/-	25,28,435/-	48,01,819/-
9.	307/2020	01.05.2008	22,25,337/-	24,69,431/-	46,94,968/-
10.	66/2021	10.04.2008	26,96,040/-	34,00,354/-	60,96,394/-
11.	789/2020	18.01.2017	4,15,545/-	2,12,514/-	6,28,059/-

Respondents shall refund the money as shown in table above along with interest within period prescribed in Rule 16 of the RERA Rules of 2017.

14. **Disposed of.** Files be consigned to the record room after uploading of this order on the web portal of the Authority.



सत्यमेव जयते

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RAJAN GUPTA
[CHAIRMAN]

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DILBAG SINGH SHAG
[MEMBER]