



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 418 OF 2021

MOHIT KIRPAL

....COMPLAINANTS

VERSUS

M/s ANSAL CROWN INFRABUILD PVT. LTD.

....RESPONDENT

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 07.07.2022

Hearing: 4th

Present through video call: - Ms. Gunjan Mittal, Learned counsel for the complainant

Adv. Bhavuk Aggarwal, proxy counsel for the respondent

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. On the last date of hearing dated 01.02.2022 of this case a detailed and reasoned order was passed disclosing tentative view of the Authority. Said order is being reproduced for ready reference.

“1. Complainant’s case is that in year 2012, he booked a flat in a project named ‘Ansal Crown Heights, Faridabad’ being developed by the respondent. Flat buyer agreement (FBA) was executed between the parties on 15.09.2012 for flat bearing no. 101 in Tower 1 having an area of 2606 sq.ft. Complainant had paid Rs. 90,97,142/- till August 2015 against the basic sale price of Rs. 1,03,38,875/-. Respondent was required to hand over possession of the booked flat within 36 months from date of execution of the flat buyer agreement that comes to 14.09.2015. The period for delivery of possession had already been expired but he did not get offer of possession or refund of paid amount.

Today, learned counsel for the complainant apprises the Authority that construction of the Tower-1 in which complainant flat is situated has not been completed till date. In support of his contention, he referred to page no 78 of the complaint book, whereby respondent had mentioned that construction of the tower 1,2,3 and 4 will be completed at the earliest and by December 2019 possession will be delivered to the allottees. But after almost nine years from date of execution of FBA, the project is still incomplete and there is no possibility that it will be completed in near future, therefore he has approached this



Authority seeking relief refund of amount already deposited along with interest and compensation.

2. None present on the behalf of respondent. On the last date of hearing, respondent was directed to file hi reply but no reply has been filed till date.

3. After going through the records, it is observed that complainant has paid to the respondent an amount of ₹ 90,97,142/- and statement of accounts issued by the respondent of each payment made is annexed as Annexure P-5 at page no. 71-73 of the complainant book, therefore complainant has already paid almost eighty percent amounts to the respondent and respondent despite having received eighty percent amount has failed to deliver possession to the complainant till date.

Further, as per contention of complainant counsel that Tower 1 in which his flat is situated has not been completed till date and nine years has already been passed. Therefore, the Authority is of the considered opinion that respondent would not be in a position to honor his commitment of deliver the possession of the booked flat in near future. So, Authority finds it to be a fit case to allow refund of already paid amount along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 %.”

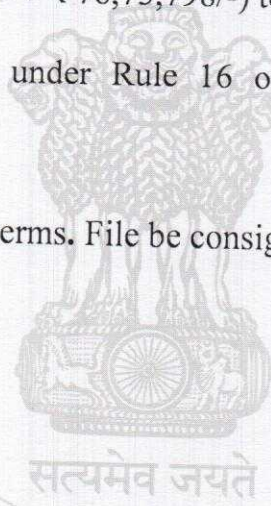
2. On the last date of hearing, respondent was also given an opportunity to file reply or put up any additional fact having bearing on the outcome in this case. Further Authority observes that initially this complaint was received on 01.04.2021 and then was listed for hearing on 10.08.2021, 03.09.2021,

01.02.2022, 06.05.2022. Each time respondent was given opportunity to file reply but he has failed to do so. Now, no further opportunity can be granted.

Today, neither respondent appeared nor filed any additional facts.

3. Therefore, view taken by the Authority in the order dated 01.02.2022 stands confirmed. Authority directs the respondent to refund entire principal amount of ₹ 90,97,142.58/- to the complainant. Interest has been calculated from the date of making payments by the complainant up to the date of passing of this order at the rate of 9.70%. Now, respondent has to pay total amount of ₹ 1,69,70,940.58/-(90,97,142/- + ₹ 78,73,798/-) to the complainant within a period of 90 days as prescribed under Rule 16 of HRERA Rules in two equal instalments.

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



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RAJAN GUPTA
[CHAIRMAN]

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DILBAG SINGH SIHAG
[MEMBER]