



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 658 OF 2021

MITTAL FINSEC PVT LTD

....COMPLAINANT(S)

VERSUS

M/s Ansal Properties and Infrastructure Ltd

....RESPONDENT(S)

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 07.07.2022

Hearing: 5th

Present through video call: - None for the complainant

None 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 2014, flat in question was transferred in his name. Booked flat is situated in project

named 'Europa Residency, Sushant City, Sonipat' being developed by the respondent. Flat buyer agreement (FBA) was executed between first purchaser Ms. Annu Gupta and respondent on 01.11.2010 for flat bearing no. 0114-F-0103 on ground floor having an area of 975 sq.ft. Complainant has paid Rs. 22,35,740/- against the basic sale price of Rs. 17,06,250/-. 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 01.11.2013. The period for delivery of possession has already expired but he has not got offer of possession or refund of paid amount.

Today, learned counsel for the complainant apprised the Authority that project in question is nowhere near completion, therefore he prays for refund of the paid amount along with interest. In support of his contention, he referred to page no 4 of the reply, whereby respondent has accepted the fact that construction of the project is stopped due to reasons beyond their control and they are ready to give alternative plot in some other project. He stated that almost ten years have passed from date of execution of FBA, the project is still incomplete, therefore he seeks relief of refund of amount already deposited along with interest and compensation.

2. On the other hand, case of the respondent is that construction of the project is raised upto 7th floor but work was stopped due to reasons beyond their control. Therefore they had offered alternative plot to the complainant in another project named Anand Lok, Sector 35, Sonapat or Green Escape Project. Accordingly the amounts paid by complainant

will be adjusted by the respondent in case alternate apartment is accepted by the complainant.

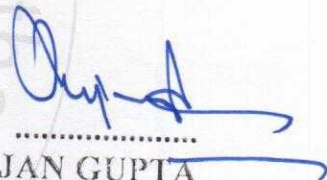
Today, learned counsel for respondent has sent an email dated 31.01.2022, seeking adjournment on the ground that he is suffering from fever, therefore unable to attend court proceedings.


3. After going through documents placed on record, it is observed that complainant has paid to the respondent an amount of ₹ 22,35,740/- as per statement of accounts issued by respondent. Each payment made is annexed as Annexure P-5,6 at page no. 46-68 of the complainant book, therefore complainant has already paid more than the agreed amount of the booked flat to the respondent and the respondent despite having received full amount has failed to deliver possession to the complainant till date.

Further, as per contention of learned counsel of complainant that construction has been raised till 7th floor but thereafter work has been stopped due to reasons best known to the respondent and he has offered an alternative plot to the complainant. It shows the inability of the respondent in completing the project in near future. 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. Therefore, 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 put up any additional fact having bearing on the outcome in this case. Today, learned counsel for the respondent made a statement in Court that respondent-promoter is not in a position to handover the possession of the booked unit. 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 ₹ 22,35,740/- 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 ₹ 41,58,043.72/- (₹ 22,35,740/- + ₹ 1922303/-) to the complainant within a period of 90 days as prescribed under Rule 16 of HRERA Rules in two equal instalments.

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


RAJAN GUPTA
[CHAIRMAN]


DILBAG SINGH SIHAG
[MEMBER]