

Complaint No. RERA-PKL-COMP. 162/2018

Date of hearing. On 30.07.2018, 1st Hearing.

Parties names. Shikha Mehra. ...Complainant

Versus

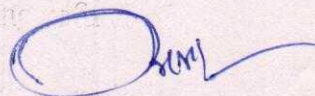
M/s Parsvnath Developers Ltd. ...Respondent.

Present:- i) Smt. Shikha Mehra.
ii) Ms. Rupali S. Verma, Advocate on behalf of respondent.

ORDER:-

The complainant booked an apartment with the respondent and had already deposited an amount of Rs. 4,63,680/-. It has been averred that the respondent was required to handover possession to the complainant latest by 16.06.2012. Said period has already lapsed and the project being not in sight, the complainant is seeking refund of the deposited amount.

The respondent in his reply has not disputed the booking of apartment by the complainant and has made no specific denial on the point that the complainant has paid Rs. 4,63,680/- out of total consideration of Rs. 30,91,200/-. His plea is that he could not deliver the possession on the agreed date because the delay has occurred for the reasons beyond his control. So, his prayer is that complainant shall not be allowed refund and his complaint be dismissed.



After hearing the parties and going through the record, the Authority finds that the project is not complete and the respondent has not even disclosed the present status of the project. The only averment made in the reply is that "the possession is being offered alongwith delayed compensation". When asked during the course of arguments as to whether the respondent has obtained the completion certificate, the respondent's counsel conceded that no application for issuance of completion certificate has been filed. All this shows that the respondent is not in a position to deliver the possession even after a lapse of six years from the date on which he was required to deliver the possession. So, the Authority considers it to be a fit case for allowing the complainant refund of the amount paid to the respondent.

Learned counsel for the respondent has however argued that this Authority has no jurisdiction to adjudicate the present complaint because the complainant, besides refund, has also prayed for compensation which can only be adjudged by the Adjudicating Officer as envisaged under Section 71 of the Act. The arguments is not acceptable in view of the only two reliefs prayed in complaint, which are as under:-

(i) Deposit of Rs. 6,63,680/- should be given (back) for not delivering the apartment.

(ii) Additional compensation of Rs. 7,51,162 as simple interest at the rate of 18% from the date of payment.

adjudged by the Adjudicating Officer

The arguments is not acceptable in

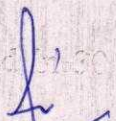
complaint, which are as under:-

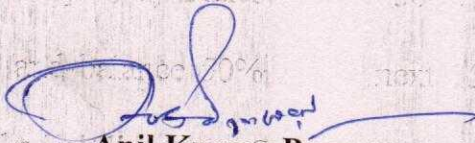
(i) Deposit of Rs. 6,63,680/-


Evidently, the relief of additional compensation is prayed only in the form of simple interest @ 18% per annum on the amount deposited with the respondent. So, the relief of additional compensation claimed by the complainant is, in essence, not a compensation requiring adjudication by Adjudicating Officer after holding inquiry as envisaged under Section 71 of the Act and is rather only the interest which is payable on the deposited amount. The Authority thus has the jurisdiction to allow complainant's prayer for refund and interest.

Accordingly, the complaint is allowed and the respondent is directed to refund the amount of Rs. 4,63,680/- to the complainant alongwith interest @ SBI MCLR plus 2% as envisaged under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017. 50% of the amount shall be refunded in 30 days and balance 50% in the next 15 days, failing which the respondent will entail a liability under Section 63 of the Act for non compliance of this order.

Complaint is accordingly disposed of without prejudice to complainant right to claim compensations as he may be entitled, by filing application before the competent authority. File be consigned to the record room.


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member


Rajan Gupta
Chairman