



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### 1. COMPLAINT NO. 553 OF 2021

Aruna Aggarwal

....COMPLAINANT

VERSUS

Shree Vardhman Township Pvt. Ltd.

....RESPONDENT

### 2. COMPLAINT NO. 562 OF 2021

Gaurav Kansal

....COMPLAINANT

VERSUS

Shree Vardhman Township Pvt. Ltd.

....RESPONDENT

CORAM: **Dr. Geeta Rathee Singh** Member  
**Nadim Akhtar** Member  
**Dilbag Singh Sihag** Member

**Date of Hearing:** 29.09.2022

**Hearing:** 6th

**Present :** - Mr. Neeraj Goel, Ld. counsel for the complainant through VC.

Mr. Dharmaveer Singh, Ld. counsel for the respondent through VC.

### **ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

While perusing case file, it is observed that today is 6th hearing of the case. Both captioned complaints are of similar in nature. Grievance and relief of

the complainant are also same. Therefore these complaints are taken up together taking lead case as complaint no. 553 of 2021. Authority has captured facts of the case vide its order dated 17.03.2022. Relevant part of the order is reproduced below for reference.

*Ld. counsel for the complainant in complaint no. 553 of 2021 has submitted his averments that complainant purchased a 300sq. yard plot in the plotted colony of respondent at basic sale price of Rs. 30,00,000/- and builder buyer agreement was signed on 12.12.2012. As per agreement, deemed date of possession was 12.12.2015 i.e. 36 months from the signing of builder buyer agreement. However, offer of possession was made on 05.04.2021 along with demand of Rs. 11,00,000/-. Therefore, complainant has approached Authority with relief to provide possession along with delay interest for the period from demand date of possession to offer possession.*

2. Respondent has filed his reply only in complaint no. 553 of 2021, whereby he has acknowledged basic facts averred by the complainant. During arguments, ld. counsel for the respondent submitted that delay in handing over of possession was bonafide and beyond his control. He further stated that delay was caused due to administrative procedures and force majeure circumstances. As per zoning plan approved by the Town and Country Planning which numerically showed wrong plot numbers and were not in accordance with Demarcation Plan approved by the department. Respondent received corrected copy of zoning plan on 05.02.2016, but by that time licence bearing licence number 15 of 2012 of the project had expired. Respondent applied for renewal

of licence on 02.04.2016 and the same was renewed in september 2018. Other reason for delay includes nationwide lockdown due to Covid 19 pandemic and disruptions in supply chain of construction materials.

3. While initiating his pleading ld. counsel for the respondent apprised the Authority that respondent has already applied for the completion certificate before the concerned department and expecting to receive the same shortly. He submitted that project stands complete and they are waiting for completion certificate.

4. On the other hand, complainant objected averments of respondent, submitting that respondent has already made an inordinate delay in handing over the possession of the plot and he request the Authority to take a strict action against the respondent.

5. Authority has heard the oral averments of both the parties. Authority observes and order as under;

(i) Basic facts of the case are undisputed between both the parties that complainant had booked a unit in the year 2012 and both the parties executed Plot buyer agreement on 12.12.2012. As per the terms of the agreement, the deemed date of possession was fixed as 12.12.2015. Basic sale consideration was Rs. 44,95,956/-, against the same the complainant has claimed to have paid Rs. 45,13,039/-. Copies of receipt are annexed in the complaint file as annexure C-2.

(ii) As per oral averments of the respondent that they have applied for completion certificate and complainant is seeking relief of delay interest along with possession of the unit. Therefore, to meet the ends of justice, Authority is of view that these cases are similar to a bunch of cases disposed of by Authority vide order dated 10.10.2019 in complaint no. 359 of 2018 titled M.C. Mittal vs. Shree Vardhman Pvt Ltd. The Authority directs to dispose of these cases in same terms of orders passed in complaint no. 359 of 2018 titled M.C. Mittal vs. Shree Vardhman Pvt Ltd. Relevant part of order is reproduced below;

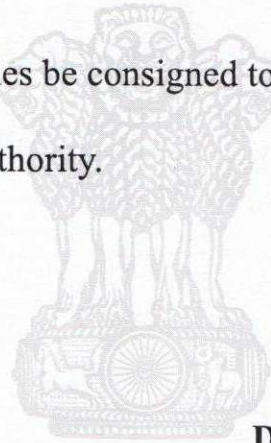
3. *After hearing the parties and going through record, Authority observes that the project in question was for development of a plotted colony. Necessary plan to undertake development work of internal services is demarcation plan which was duly approved by the department in 2012 itself. There is no relationship between approval of zoning plan and development of internal services. Zoning plan is meant for regulating the building block within premise of any plot. Therefore, respondent's averment that correction in zoning plan delayed the development of internal services doesn't stand merit. He can't therefore be allowed to take benefit of force majeure condition on the ground that department had finalised the revised zoning plan regarding numbering of plots in February 2016. Authority is of the considered opinion that respondent can't escape his liability of paying interest to the complainants for delay in handing over possession.*

4. *Since, project is ninety percent complete and respondent has given undertaking to hand over the possession within 6 months, Authority doesn't find it to be a fit case for allowing refund.*

5. *In view of above discussion, Authority while rejecting the plea of respondent to consider the period during which zoning plan remained pending for correction as force majeure*

*condition, further directs respondent to complete the project within six months and hand over possession of units to complainants, failing which complainants will be at liberty to file fresh complaint for grant of refund. Respondent at the time of sending offer of possession shall also send a statement disclosing all the amounts payable by the complainants towards remaining dues and receivable by them as interest on the already paid amount for delay in handing over possession. Such interest shall be calculated 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 % from the deemed date of possession till the possession is actually handed over.*

6. Case is **disposed of**. Files be consigned to record room after uploading of order on the website of the Authority.



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**DR. GEETA RATHEE SINGH**  
[MEMBER]

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**NADIM AKHTAR**  
[MEMBER]

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**DILBAG SINGH SIHAG**  
[MEMBER]