



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1456 OF 2021

RAJ PAL SINGH CHAUHAN

....COMPLAINANTS

VERSUS

M/s Ansal Properties and Infrastructure Ltd.

....RESPONDENT

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

Member
Member
Member

Date of Hearing: 21.09.2022

Hearing: 4th

Present through video call: - Sh. Mohit Rana, learned counsel for the complainant

Sh. Aditiya Pratap , proxy counsel for learned counsel for respondent .

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. While initiating his pleadings, learned counsel of the complainant submitted that complainant had booked a residential unit bearing No.702, in Tower- B, under subvention Scheme in respondent project named "Hawana Heights" situated in Sonapat by paying said booking amount of ₹ 5,00,000/- on 12.02.2013. In support of his contention, he annexed application form along with receipt of ₹ 5,00,000/- at page no 27, 30-31 of the complaint. After depositing said amount, complainant had received a letter dated 16.07.2013, wherein respondent had stated that complainant has yet to pay an amount of Rs. 6,16,548.5/- to respondent. However, as per subvention scheme respondents were under an obligation to get a loan sanctioned in favour of complainant for the remaining amount. Respondent rather than sanctioning said loan had started demanding amount with interest from the complainants. Further, Learned counsel for the complainant referred to various letters dated 25.10.2013, 06.11.2013, 14.01.2014, wherein respondent had demanded different amounts from complainant as pending dues and had stated that if said amount will not be paid it will amount to termination letter. Finally, vide letter dated 22.09.2014, respondent has forfeited the amount paid by complainant under clause 4.3 of agreement. However, complainants states that no agreement was executed between the parties till date. Further, complainant stated that he visited project



site in October 2014 and found that no work was going on the site of project and project was lying abandoned. Aggrieved, complainant has sought refund of paid amount along with interest on the ground that no construction has been undertaken by the respondent at site. Complainant has sought relief of refund along with permissible interest as per Rule 15 of HRERA Rules, 2017.

2. On the other hand, respondent, in his reply has raised by and large technical objections like complaint is not maintainable, RERA Act cannot be implemented with retrospective effect, Authority does not have jurisdiction of hearing the complaint etc. Respondent had admitted in reply that complainant paid ₹ 5,00,000/- as booking amount out of total sale consideration of Rs. 12,156,450/- and thereafter failed to pay balance amount. Further, respondent had stated that allotment was cancelled on 17.07.2014 on the ground that complainant neither came forward to sign builders buyer agreement nor paid balance amount.
3. After hearing both parties and going through records, Authority during hearing, had asked specific question to both parties with regard to communication, if any, made between parties from the year 2013 to 2014. Complainant counsel referred to annexure C-5 and C-8 at page no 29 and 34-35 of complaint, whereby a letter dated 06.11.2013 was written to the respondent to refund paid amount. A call notice dated 14.01.2014 was also served to the respondent for the same. Respondent choose not to reply any of them and cancelled the allotment without refund of already paid amount to him.



Respondent counsel argued that complainant had paid only booking amount. No payment made thereafter. Resultantly, his allotment was cancelled on 17.07.2014 after sending various demand notices to him.

4. After examining records of the case and hearing of oral arguments put forth by both counsels, Authority observes that complainant had booked a unit in respondent project in the year of 2013 by paying a booking amount of ₹ 5,00,000/-. A receipt of ₹ 5,00,000/- is annexed with the file at page no 27 of complaint, which shows that said amount was paid by the complainant to the respondent for booking a unit in the respondent-project. However, respondent had only stated that allotment made to the complainant was cancelled on 17.07.2014 but he had not attached said cancelation letter with reply.


5. In view of above observations, Authority is of the view that admittedly complainant had paid an amount ₹ 5,00,000/- to the respondent for a unit but respondent neither developed the project nor has proved that allotment was cancelled in year 2014 as no such letter was produced before Authority till date even after availing various opportunities. Respondent had also not refunded paid amount to the complainant in year 2014 when his allotment was cancelled by the promoter. Therefore, Authority deems appropriate to allow prayer of complainant for refund of paid amount.





6. In view of above findings, relief claimed by the complainants of ₹ 5,00,000/- along with interest @ Rule 15 of RERA, Rules, 2017 deserves to be granted from respective date of making payment till the actual realization of the amount.

Further Authority directs the respondent to refund entire principal amount of ₹ 5,00,000/- to complainant with interest. Authority has got calculated interest, which works out to be ₹ 4,80,685/-. This interest has been calculated from the date of making payments by the complainant i.e. 20.02.2013 upto the date of passing of this order i.e. 21.09.2022 at the rate of 10 %. Now, respondent has to pay total amount of ₹ 9,80,685/- (₹ 5,00,000/- + ₹ 4,80,685/-) to the complainant within a period prescribed under Rule 16 of HRERA Rules, 2016.

Disposed of. File be consigned to record room after uploading of this order on the website of the Authority.


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DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]


.....
DILBAG SINGH SIHAG
[MEMBER]