



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

### COMPLAINT NO. 253 OF 2020

VIJAY SINGH

....COMPLAINANTS

VERSUS

ANSAL HOUSING AND CONSTRUCTION LTD.

....RESPONDENT

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

Member  
Member  
Member

**Date of Hearing:** 21.09.2022

**Hearing:** 5<sup>th</sup>

**Present through video call:** - Sh. Vijay Singh, complainant

Ms. Sanya Thakur, proxy counsel for the respondent.

**ORDER (DILBAG SINGH SIHAG-MEMBER)**

1. While initiating his pleadings, complainant submitted that he had booked a plot bearing No.112, in respondent project named "Ansal Town" situated in Karnal by paying booking amount of ₹ 3,72,000/- on 06.03.2019. In support of his contention of amount paid, he annexed receipt of ₹ 3,72,000/- at page no 24-25 of the complaint. After depositing said amount complainant had visited project site and found that his plot no.112 does not exist as respondent without consent of the allottee has changed the layout plan of the colony and had developed a park on the said booked plot. Further, he referred to the letter dated 20.12.2019, annexed at page no. 26 of complaint book, whereby complainant has requested the respondent to refund his paid money as his booked plot does not exist anymore but respondent never replied to the same. Aggrieved, complainant has sought refund of paid amount along with interest on the ground that his requirement was not undertaken by the respondent at site till date. 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 stated that respondent has raised a project under "Ansal Deen Dayal Jan Awas Yojna". Respondent 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. However, respondent had admitted in



Para 13 of reply that complainant had paid ₹ 3,72,000/- as booking amount against the total sale consideration of Rs. 18,60,000/-, ie. 20% and thereafter failed to pay balance amount. Further, respondent in para 3 had stated that complainant was never allotted any specific plot as he had just paid the token money for booking in project of the respondent. Respondent argued that there is no relation of allottee and builder between the present complainant and the respondent as no builder buyer agreement was executed between parties till date. Therefore, respondent was never under any obligation to fulfill demands of complainant.

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 after paying booking amount in March 2019. Complainant referred to annexure C-3 at page no 26 of complaint, whereby a letter dated 20.12.2019 was written to the respondent to refund paid amount. Respondent choose not to reply and remained silent without refund of already paid amount to complainant. Respondent counsel argued that complainant had paid only booking amount. No payment was made thereafter. Further, no builder buyer agreement was executed till date. Resultantly, his claims does not exist.

4. After examining records of the case and hearing of oral arguments put forth by both parties, Authority observes that complainant had booked a unit in

respondent project in the year of 2019 by paying a booking amount of ₹ 3,72,000/-. A receipt of ₹ 3,72,000/- is annexed with the file at page no 24-25 of complaint , which shows that said amount was paid by the complainant to the respondent for booking a unit in Project Ansal Town of the respondent. However, respondent had only made verbal submission that no builder- allottee relationship exist between the parties but he had not attached any document substantiating his pleadings.

5. In view of above observations, Authority is of the view that admittedly complainant had paid an amount ₹ 3,72,000/- to the respondent for a unit but respondent had failed to prove that why his allotment was not cancelled as no such letter was produced before Authority till date even after availing ample opportunities. Respondent had also not refunded paid amount to the complainant in year 2019 itself, if booked plot could not be delivered to the complainant. 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 ₹ 3,72,000/- along with interest @ Rule 15 of RERA, Rules, 2017 deserves to be granted. Further, Authority directs the respondent to refund entire principal amount of ₹ 3,72,000/- to complainant with interest. Authority has got calculated interest, which works out to be ₹ 1,32,086/-. This interest has been calculated from the

date of making payments by the complainant i.e. 06.03.2019 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 ₹ 5,04,086/- (₹ 3,72,000/- + ₹ 1,32,086/-) 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]