



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1114 OF 2019

Nidhi Jain

(Complainant)

Vs

Mera Baba Real Estate Pvt. Ltd.

(Respondent)

2. COMPLAINT NO. 2319 OF 2019

Sushma Jain

(Complainant)

Vs

Mera Baba Real Estate Pvt. Ltd.

(Respondent)

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

**Member
Member
Member**

Date of Hearing: 14.10.2022

Hearing: 10th

Present through video call: - Sh. Vikasdeep, learned counsel for the complainants in both complaints

Sh. Hemant Saini, learned counsel for the respondent in both complaints

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. Captioned bunch of complaints is being disposed of together by this common order, since their facts and grievances are identical and against the same respondent-promoter. Complaint No. 1114 of 2019 titled "Nidhi Jain Versus Mera Baba Real Estate Pvt. Ltd" has been taken as lead case.

2. While initiating his arguments, learned counsel for the complainant submitted that complainant had booked a residential plot in a project named 'Divine City, Sonipat' being developed by the respondent-promoter. The total sale consideration of the plot was Rs. 16,50,000/- out of which complainant had already paid 20% of the total cost which comes to 3,30,000/- in the year 2006, receipt of which is annexed as Annexure C-1 of the complaint book. However, respondent had not allotted any plot to the complainant. Therefore, complainant make a request of refund of paid amount vide letter dated 1.02.2007 but respondent had not replied to the



same. Rather he raised, another demand of Rs. 3,30,000/- vide an undated letter which was delivered to complainant in the year 2008. Further, Complainant in compliance had paid an amount of Rs. 3,05,000/- to the respondent after availing rebate of Rs. 25000/- in the year 2008, receipt of the same is annexed as Annexure C-3 and 4 of the compliant book. Complainant alleged that various demand letters were issued by the respondent but no allotment of plot was issued to the complainant. After many efforts, complainant visited the office of the respondent, after payment of almost 40% of the amount come to know that respondent had received said amounts without obtaining mandatory License from the competent Authority. On this very ground, complainant seeks refund of the paid amount along with permissible interest as per Rule 15 of HRERA Rules 2017.

3. On the other hand, respondent in their reply have raised mostly technical objections like complaint is not maintainable on the ground that last payment was made by the complainant was in the year 2008 that is twelve years from now. Therefore present complaint is barred by limitation. Further, respondent submitted that various demand letters were issued to the complainant but complainant never paid outstanding amounts. Today in the hearing, learned counsel for the respondent made a statement that respondent -promoter was ready to refund paid amounts of the complainant.



4. In view of above facts, a table has been prepared by the Authority, wherein details regarding date of booking; date of FBA execution; deemed date of completion of project; payment made by the complainants against their respective sale consideration have been summarised. Said table is reproduced below:

Sr. No.	COMPLAINT NO.	DATE OF booking	TOTAL/ Basic SALES CONSIDERATION (In Rs.)	TOTAL AMOUNT PAID BY THE COMPLAINANT (In Rs.)
1.	1114/2019	21.02.2006	16,50,000/-	6,35,000/- till 2008
2.	2319/2019	04.03.2006	33,00,000/-	6,60,000/- till 2006

5. Sh. Vikasdeep, learned counsel for complainant reiterated the facts mentioned in para 1 of this order. Respondent counsel Sh. Hemant Saini, had made a statement during course of hearing that respondent was ready to refund paid amounts of the complaints.

6. After hearing both parties and considering the statement given by learned counsel for the respondent in court proceedings today, Authority allowed prayer of the complainant to refund paid amount of Rs. 6,35,000/- by the complainant to the respondent-promoter in the year 2008 as proved in para 1 of this order along with delay interest as per provisions of HRERA Rules, 2017. Further fact remains that inordinate delay of nearly thirteen years have

already been caused in handing over the possession of the booked plots to the complainant.

For the foregoing reasons and on statement of learned counsel for the respondent, relief claimed by complainants i.e. refund of the amount paid by them to the respondents along with interest in terms of Rule 15 of RERA, Rules, 2017 deserves to be granted from respective dates of making payments till passing of this order.

7. Authority accordingly orders refund of the money paid by all the complainants along with as shown in the table below-

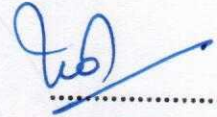
Sr. No.	COMPLAI NT NO.	Total amount claimed to be paid by the complainant (In Rs.)	Total amount on which interest is calculated(in Rs.)	INTEREST (In Rs.) @ 10	TOTAL AMOUNT TO BE REFUNDED BY RESPONDENT (In Rs.)
1.	1114/2019	6,35,000/-	6,35,000/-	9,93,074/-	16,28,074/-
2.	2319/2019	6,60,000/-	6,60,000/-	10,97,408/-	17,57,408/-

8. Respondents shall refund the money along with interest within period prescribed in Rule 16 of the RERA Rules of 2017.

Disposed of. Files be consigned to the record room after uploading of order.



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DR. GEETA RATHEE SINGH
[MEMBER]



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NADIM AKHTAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]