



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## COMPLAINT NO. 704 OF 2020

Ranmeet Singh Valerie Jane Hara

....Complainant

Versus

M/S Ansal Properties And Infrastructure Pvt. Ltd.

...Respondent

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

Member  
Member  
Member

Date of Hearing: 12.10.2022

Hearing: 4<sup>th</sup>

Present through video call: -

Sh. Ripudaman, learned counsel for the complainant

Sh. Ajay Ghangas, learned counsel for the respondent

**ORDER (Dr. GEETA RATHEE SINGH-MEMBER)**

1. Initiating his pleadings, learned counsel for complainant pleaded that complainant had booked a school site admeasuring 1 acre/4046,82 sq.meters. in respondent's project "Sushant City", Yamunanagar in the year 2013. Total Sale consideration of the school site was Rs. 98,80,000/-, against which complainant has already paid an amount of Rs. 87,12,000/-. In support of the paid amount, he referred to page no. 27-28 of complaint book, whereby statement of account issued by respondent has been attached. Said statement of account shows that an amount of ₹ 87,12,000/- has been paid by the complainant in the year of 2013 itself. Both parties signed plot buyer agreement on 16.04.2013. As per clause 9 of plot buyer agreement respondent-promoter was under an obligation to handover possession by 16.04.2015. Operative part of said clause is reproduced below:

*“ that the first party will endeavour to handover the said plot to second party within Two years from the date of signing of this agreement and compliance of other covenant as agreed in this agreement ”*

However, till date there is no information from the respondent regarding progress towards completion of the project. Moreover, there is not even remote possibility that the project shall get completed in near future. Therefore, complainant has sought relief of refund of ₹ 87,12,000/- along with permissible interest as per Rule 15 of HRERA Rules, 2017.



2. On the other hand, respondent has not filed his reply even after availing three opportunities. However, ld. counsel for respondent Sh. Ajay Ghangas, made a statement during course of hearing that respondent is not in a position to complete the project, therefore, possession to complainant cannot be delivered.
3. After going through the records available on file and considering the statement made by learned counsel of the respondent, Authority observes that complainant has paid a total amount of ₹ 87,12,000/- to the respondent, as stated in para 1 of this order. In support of the assertion, complainant has annexed a statement of account issued by the respondents at page no. 27-28 of complaint. Accordingly, it is concluded that complainant had paid an amount of ₹ 87,12,000/- to the respondent against total sale consideration of ₹ 98,80,000/- and respondent despite having received said amount against the booking of the site has failed to deliver possession to the complainant till date. Since, respondent have admittedly failed to offer possession and ld. Counsel for respondent has further stated that they are not in position to do so, relief of refund deserves to be allowed.
4. Respondent are directed to refund the amount of ₹ 87,12,000/-/- paid by the complainant to the respondents along with interest as per provisions of Section 18 of RERA Act 2016 read with Rule 15 of HRERA, Rules, 2017 from respective dates of making payments till passing of this order. Authority has got the interest calculated, which works out to ₹ 82,11,820/-. This interest has been calculated from the date of making payments by the complainant upto the date



of passing of this order i.e. 12.10.2022 at the rate of 10%. Respondent shall pay ₹ 1,69,23,820/- (87,12,000/-+ ₹ 82,11,820/-) to the complainant within a period prescribed under Rule 16 of HRERA Rules 2017.

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



DR. GEETA RATHEE SINGH  
[MEMBER]



NADIM AKHTAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]