



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 549 OF 2022

Navneet Arora

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM:

Dr. Geeta Rathee Singh
Nadin Akhtar
Dilbag Singh Sihag

Member
Member
Member

Date of Hearing: 27.09.2022

Hearing: 2nd

Present: -

Ms. Pooja Sharma, counsel for the complainant through video conference

Ms. Isha, learned counsel for the respondent through video conference

ORDER (DILBAG SINGH SIHAG - MEMBER)

1. While perusing case file, it is observed that main facts of this complaint are that complainant is deriving his rights from original applicant Mr. Kamal Juneja who had booked a plot measuring 300 sq. yards in

respondent's project under 'Present and Future Scheme' in the year 2005 by paying booking amount of ₹3,75,000/-. A further payment of ₹3,75,000/- was also made by original applicant on 19.01.2006. Thereafter booking was purchased by present complainant and endorsement was made in his favour on 23.04.2010. Therefore, complainant has paid the respondent a sum of ₹7,50,000/- till date.. Complainant has annexed copies of payment receipts at pages 17-18 with the complaint. Complainant has alleged that booking was in project named 'Parsvnath Preston, Sonepat' and unit no. 'P no. 0764' of 300 sq. yards was allotted in the year 2010. It has been contended that respondent neither allotted any plot till date nor any builder buyer agreement has been executed between the parties despite partial payment being made by the complainant. It has been further contended that project is neither developed nor respondent has given any date for handing over the possession despite lapse of more than 16 years. Since there is no hope for completion of the project, complainant has prayed for refund of amount paid by him along with applicable interest.

2. Respondent in its reply has contended that complaint is not maintainable for the reason that complainant is not an allottee of respondent company. However, he has admitted the fact that original applicant Mr. Kamal Juneja applied for advance registration of a plot in any of new/upcoming project of respondent on 16.02.2005. Plot was subsequently purchased by present complainant and endorsement in his favour was made



on 23.04.2010. Respondent admitted that payment of ₹7,50,000/- has been received by him against said booking from complainant and his predecessor-in-interest. It has been contended that there is no agreement to sell executed between the parties. Neither location nor site of the project was confirmed at the time of registration. It has been contended as per clause (f) of application form submitted by original applicant in case no allotment is made, he shall accept refund of the amount deposited along with interest @10% p.a. It has further been stated on 23.04.2010, complainant signed an Affidavit-cum-Undertaking and Indemnity and as per clause 7 of said affidavit in case no plot is allotted to complainant, he shall accept refund of deposited amount with 9% simple interest per annum. Respondent has contended that at the time of endorsement in favour of complainant, neither complainant nor his predecessor-in-interest raised any demand for refund. Further respondent made it very clear that there was no allotment in favour of original applicant which was never objected by complainant. It has also been stated that no demand was ever raised by the respondent after 2006 which establishes the fact that there was no project and registration was mere an expression of interest towards the future project of respondent. It has been contended that in the absence of any agreement to sell, complainants are bound by terms and conditions of Affidavit-cum-Undertaking and Indemnity duly signed by them. Further complainant has approached this Authority after several years



which clearly indicates that complaint is barred by limitation and hence respondent has sought dismissal of the present complaint.

3. During oral arguments both parties reiterated their arguments as were submitted in writing. Learned counsel for respondent also argued that respondent does not have any plot available ~~plot~~ with them to be offered to complainant, however but is ready to refund the amount.

4. After hearing the arguments of both parties and going through the documents on record, it is observed that that in the captioned complaint booking was made in present and future scheme, no agreement has been executed till date, complainant is interested to withdraw from the project and want refund of the amount deposited. Respondent has expressed his inability to offer plot to the complainant and is interested to refund the amount deposited. For these reasons, a case is clearly made out to allow relief of refund as sought by complainant. Therefore, as per provisions of Section 18 of the Act, relief of refund as sought by the complainant deserves to be granted.


5. Hence, Authority directs respondent to refund the complainant paid amount of ₹7,50,000/- along with interest 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 % which as on date works out to 10% (8.00% + 2.00%) from the date amounts were paid

till today. Accordingly, total amount along with interest calculated at the rate of 10% works out to ₹20,37,020/- as per detail given in the table below:


S.No.	Principal Amount	Date of payment	Interest Accrued till 27.09.2022	TOTAL AMOUNT PAYABLE TO COMPLAINANT
1.	₹3,75,000/-	18.02.2005	₹6,60,719/-	₹10,35,719/-
2.	₹3,75,000/-	19.01.2006	₹6,26,301/-	₹10,01,301/-
Total	₹7,50,000/-		₹12,87,020/-	₹20,37,020/-

Respondent is directed to make the entire payment of ₹20,37,020/- within 90 days from the date of uploading of this order, as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017.

6. ~~The~~ Complaint is, accordingly, **disposed of**. File be consigned to the record room and order be uploaded on the website of the Authority


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DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]


.....
DILBAG SINGH SIHAG
[MEMBER]