



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2067 OF 2022

NC Datta

...COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

...RESPONDENT(S)

CORAM: Dr. Geeta Rathee Singh
Dilbag Singh Sihag

Member
Member

Date of Hearing: 14.10.2022

Hearing: 1st

Present: - Mr. Geetansh Nagpal, proxy counsel for the complainant through video conference
Ms. Rupali S. Verma, learned counsel for the respondent through video conference

ORDER (DILBAG SINGH SIHAG - MEMBER)

1. While perusing case file it is observed that following are main facts this complaint:

- (i) Complainant had booked a plot measuring 400 sq. yards in the respondent's project under 'Present and Future Scheme' in the year 2004 by paying booking amount of ₹2,16,000/-. Complainant had also

made further payment of ₹5,04,000/- to the respondent in December 2005. Accordingly, complainant has paid to the respondent a sum of ₹7,20,000/- till date. Complainant has annexed copies of receipts of payments as Annexure C-2.

(ii) It has been submitted that vide letter dated 07.12.2005(annexed as Annexure C-3 with complaint), complainant was informed that he would be offered a plot in respondent's proposed township at Sonapat. Complainant's grievance is that even after lapse of approximately 17 years from the date of booking, respondent has not allotted him any plot till date. No builder buyer agreement had been executed between the parties despite partial payment made by the complainant.

(iii) Complainant has several visits to the office of the respondent company requesting refund of the total amount paid but respondent did not pay any heed to such requests without any justification. Since there is no hope for getting possession of the plot even in near future, complainant has prayed for refund of the amount paid by him under Section 18 of RERA Act, 2016 along with permissible interest.

2. Respondent in his reply has contended that this complaint is not maintainable for the reason that complainant is not an allottee of the respondent company, nevertheless respondent admitted the fact that complainant had applied for advance registration of a plot in any of new/upcoming project of respondent on 13.08.2004. Respondent also admits



that a payment of ₹7,20,000/- has been received by him against said booking from the complainant. It has however been contended that there was no agreement executed between the parties. Neither location nor site of the project was confirmed at the time of registration. It has been contended that as per clause (f) of application form submitted by the complainant, in case, no allotment is made, he shall accept refund of the amount deposited along with interest @10% p.a. It has been stated that no demand was ever raised by respondent after 2005 which establishes the fact that there was no project and said registration was merely an expression of interest for booking in future projects of the respondent. It has been contended that in the absence of any agreement to sell, complainant is bound by terms and conditions of application form duly signed by him. Further, it has been contended that this complaint is barred by limitation and hence the respondent sought dismissal of this complaint.

3. During oral arguments both parties reiterated their arguments on the line of written submissions. Learned counsel for the respondent also argued that respondent did not have any plot available with them to be offered to the complainant, but ready to refund the amount.

4. After hearing arguments of both the parties and going through documents placed on record, it is observed that that complainant had booked in 'present and future' scheme without nay execution of agreement but he is interested to withdraw from the project and wants refund of the amount

deposited. Respondent has also expressed his inability to offer plot to the complainant and has agreede to refund the amount deposited. For these reasons, a case is clearly made out to allow relief of refund as sought by the 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 the respondent to refund complainant his paid amount of ₹7,20,000/- apart from payment of 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 ₹19,59,705/- as per detail given in the table below:

S.No.	Principal Amount	Date of payment	Interest Accrued till 14.10.2022	TOTAL AMOUNT PAYABLE TO COMPLAINANT
1.	₹2,16,000/-	13.08.2004	₹3,92,765/-	₹6,08,765/-
2.	₹3,00,000/-	29.12.2005	₹5,04,164/-	₹8,04,164/-
3.	₹2,04,000/-	30.12.2005	₹3,42,776/-	₹5,46,776/-
Total	₹7,20,000/-		₹12,39,705/-	₹19,59,705/-

Respondent is directed to make payment of ₹19,59,705/- 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.

Geeta

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Dr. GEETA RATHEE SINGH
[MEMBER]

Dilbag

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DILBAG SINGH SIHAG
[MEMBER]

