



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 53 OF 2022

Birender Singh Yadav

....COMPLAINANT(S)

VERSUS

Housing Board Haryana

....RESPONDENT(S)

CORAM:

Nadim Akhtar

Member

Dilbag Singh Sihag

Member

Date of Hearing: 11.10.2022

Hearing: 3rd

Present:-

Mr. Ramesh Malik, Counsel for the complainant
(through VC)

Mr. V.P.S Namdev, Counsel for the respondent

ORDER (NADIM AKHTAR- MEMBER)

1. Complainant in present case had applied for a residential flat in the project of respondent situated at Sector-31, Panchkula in the year 2015 after depositing an amount of Rs 1,90,000/-. Complainant has already paid an amount of Rs 4,75,000/- for said flat against tentative price of Rs 19.00 lakh as mentioned in the brochure annexed as Annexure C-2 of complaint file. Draw of lots for said project was held on 23.12.2014 and upon being declared successful, complainant was allotted flat no. 408 vide letter dated 12.02.2015 annexed as Annexure

C-3 in complaint file. Respondent issued an allotment letter dated 18.02.2021 to complainant apprising that the basic cost of the flat was increased to ₹ 25,91,300/- and complainant was further directed to take possession of flat upon payment of balance price. A copy of allotment letter dated 18.02.2021 is annexed as annexure C-5 of complaint file. However, when no response was received from respondent- Housing Board, complainant filed present complaint seeking relief of refund of paid amount along with interest. It is alleged by complainant that respondent had raised the cost of flat without providing any justification for the same. Thereafter, on 16.04.2021 and later on 17.05.2021 respondent issued show cause notice to complainant for cancellation of flat in case complainant fails to make requisite payment of balance amount, copy of said notices is annexed as annexure C-6 & 7 in complaint file. In response, complainant vide letter dated 25.05.2021 had requested the department to make refund of his paid amount since possession of the flat had already been delayed and further respondent had escalated the basic cost of flat without any justification. Copy of letter dated 25.05.2021 is annexed as annexure C-8 in complaint file. However, complainant received no response from the respondent Housing Board Haryana. Thereafter, respondent vide letter dated 17.11.2022 cancelled the allotment of said flat on account of failure in taking possession, annexed as Annexure C-11 in complaint file. Such

cancellation is unlawful and unjustified on the part of respondent and therefore, complainant has filed present complaint seeking possession of booked unit or in alternatively refund of the paid amount alongwith interest.

2. Today, Shri Ramesh Malik, learned counsel for the complainant submitted that complainant had booked a flat in the project of the respondent in the year 2015. At the time of booking respondent had failed to provide any definite time period for delivery of possession. On 18.02.2021 complainant was issued an allotment cum offer of possession. However, in said letter respondent had unjustifiably increased the basic cost of flat from ₹ 19 Lakh to ₹ 25,91,300/-. Complainant was unable to meet such exorbitant demand and accordingly vide letter dated 25.05.2021 had requested the respondent to refund his paid amount. Respondent had rather cancelled the unit of of complainant on 17.11.2022 without returning the amount. Left with no other choice complainant had approached the Authority seeking directions to respondent either for delivery of possession of booked unit or refund of paid amount along with interest.

During hearing a specific query was put to the learned counsel for complainant that whether he wishes to seek relief of possession of booked unit along with delay interest or refund of paid amount along with interest.

3. Learned counsel for the complainant submitted that since possession has been inordinately delayed and the basic cost of flat has escalated to exorbitant price, complainant no longer wishes to seek possession of booked flat and is only interested in refund of his paid amount. Therefore he requested the Authority that directions be issued to respondent to refund the amount of Rs 4,75,000/- paid by complainant along with interest.
4. Today is the third hearing in the matter and reply has not been filed. Mr. V. P. S Namdev, learned counsel appearing on behalf of respondent stated that he does not wish to file reply and admitted that respondent shall refund the amount paid by the complainant along with interest.
5. In view of the statement of learned counsel for respondent, Authority observes that complainant in this case is entitled to refund of the amount paid to respondent along with interest calculated in terms of Rule 15 of HRERA Rules 2017 i.e at the rate of SBI MCLR + 2 % . The amount of interest payable to the complainant has been calculated at the rate of 10.00% and same works out to ₹ 3,77,397/-. Therefore, respondent is directed to pay an amount of ₹ 8,52,397/- as refund of deposited money alongwith interest to the complainant.



6. Disposed off in above terms. File be consigned to record room after uploading the order on website of Authority.



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NADIM AKHTAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]

