



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 880 OF 2022

Sagacious Consultants Pvt. Ltd.

....COMPLAINANT/S

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

CORAM:

Dr. Geeta Rathee Singh
Nadim Akhtar

Member
Member

Date of Hearing: 18.10.2022

Hearing: 3rd

Present: -

Mr.L. K Singh, Counsel for the complainant
through VC.

Mr. Shubhnit Hans, Ld. counsel for the respondent

ORDER

(NADIM AKHTAR- MEMBER)

1. Case of the complainant is that a residential plot bearing no. B-B16/6, Block B measuring 350 sq. yds had been booked by one original allottee namely Ms Anjali Kakar in the project of the respondent 'TDI City', Kundli Sonipat in the year 2005 by paying a booking amount of ₹ 3,67,500/- . Complainant purchased the booking rights of said plot from the original allottee in the year 2006 and accordingly the same were endorsed by the respondent company in favour of the complainant on 01.02.2006 a copy of the same is annexed as annexure C-5 of the complaint

file. Total sale consideration of the plot was ₹ 20,85,562.50/- against which complainant has paid an amount of ₹ 23,13,062.50/- to the respondent till date. It is submitted by the complainant that in August 2010, a plot buyers agreement was executed between both parties with respect to the allotted plot. However, the complainant has misplaced the copy of said agreement but has attached a copy of plot buyer's agreement dated 25.08.2010 executed between the complainant and respondent pertaining to another plot bearing no. B-B15/6 in the same project as annexure C-10 of the complaint file. That on 12.12.2012 complainant sent a written communication to the respondent enquiring about handing over of possession and execution of sale deed, a copy of the same is annexed as Annexure C-11 of the complaint file, but received no reply. On 19.03.2019, complainant received a written correspondence from the respondent stating that due to unavoidable circumstances respondent is unable to offer possession of booked plot to the complainant and that the complainant was given an option to opt for an alternative plot or for adjustment of entire deposit in any other project of the respondent. Complainant was not willing to accept the alternate offer of the respondent and accordingly refused the same. Despite communicating its refusal to accept the alternate option, respondent instead sent a final statement dated 08.01.2020 demanding an amount of ₹ 26,588/- towards payment of booked plot, a copy of the same is annexed as Annexure C-14 of the complaint file. Even after a lapse of

more than 10 years respondent has failed to offer possession of booked plot to the complainant. Therefore, complainant has filed present complaint seeking refund of the amount of ₹ 23,13,062.50/- paid to the respondent along with interest.

2. Mr. L. K Singh, learned counsel for the complainant submitted that the plot in question had been booked in the year 2005 for a total sale consideration of ₹ 20,85,562.50/- against which complainant has already paid an amount of ₹ 23,13,062.50/- by the year 2015. Despite receiving the entire payment in advance respondent failed to offer possession of the booked plot to the complainant. Over the years respondent failed to communicate to the complainant the status of construction of the project rather kept on making demands of balance payment. Thereafter, in the year 2019, respondent merely issued a letter dated 19.03.2019 stating that due to reasons beyond control, respondent has not been able to offer the unit but failed to mention the reasons for not being able to offer possession and rather offered possession of an alternate unit. However, in said letter respondent did not mention any specific unit of which possession was being offered which raised doubt in regard to the genuineness of said offer. Since complainant was not interested in said alternate offer of possession, complainant communicated its refusal but rather than issuing refund of the paid amount respondent further raised a demand of ₹ 26,588/- towards



payment of booked plot without any offer. Respondent has failed to offer possession of booked plot therefore, complainant is entitled to receive refund of the paid amount along with interest. In these circumstances, he prayed that directions be issued to respondent to refund the amount paid by complainant along with interest.

3. Mr. Shubhnit Hans, learned counsel for the respondent submitted that at its inception respondent intended to develop the project namely 'TDI City' Kundli, Sonipat. However, due to reasons beyond control of the respondent company, the complainant could not be offered the original unit booked by them and therefore, respondent vide its letter dated 19.03.2019 provided the option to complainant to opt for an alternative plot or for adjustment of entire deposit in any other project of the respondent. As per practice, complainant was asked to approach the respondent company and make a choice from the two options, based on which further process could be completed. However, complainant failed to come forward and express his choice and has instead filed present complaint before the Authority. Complainant has failed to exercise an option and has also failed to make payment of balance consideration and is thus not entitled to any relief.

4. After hearing submissions of both parties, Authority observes that complainant had booked a plot in the project of the respondent in the year 2005 for a total sale consideration of ₹ 20,85,562.50/- against which



complainant has already paid an amount of ₹ 23,13,062.50/- by the year 2015. Admittedly plot buyers agreement for said plot was executed between both parties in the year 2010. However, despite a lapse of more than 10 years respondent has failed to offer possession of booked unit to the complainant despite receiving the entire payment towards said plot. In the year 2019, respondent vide letter dated 19.03.2019 apprised the complainant that possession of said plot could not be offered to the complainant due to unforeseen circumstances and rather forced complainant to either opt for possession of an alternate plot or for adjustment of entire deposit in any other project of the respondent. However, in said letter respondent failed to specify any plot/property which would be allotted to the complainant as an alternative. Respondent is unable to offer possession of the plot initially booked by the complainant. On the other hand complainant is not interested in choosing from the alternative provided by the respondent. Admittedly, even after a lapse of more than 10 years respondent has failed to deliver possession of the plot booked by the complainant despite taking payment of entire consideration and complainant has refused to opt for an alternate unit in the project. In such situation, authority cannot force the complainant to accept possession of an alternative unit. Therefore, complainant is entitled to receive refund of paid amount along with interest. Respondent is directed to refund 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 10.25% and same works out to ₹ 40,50,882/- Therefore, respondent is directed to pay an amount of ₹ 64,16,928/- as refund of deposited money alongwith interest to the complainant. Amount shall be refunded as per provisions of Rule 16 of HRERA Rules 2017.

5. In present complaint, complainant has claimed to have paid an amount of ₹ 23,13,062.50/- , however, as per statement of accounts issued by respondent annexed as Annexure C-14 of the complaint file, the total paid amount works out ₹ 23,66,046/- . Therefore, amount of interest admissible to complainant has been calculated on total amount of ₹ 23,66,046/-.

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


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DR. GEETA RATHEE SINGH
[MEMBER]


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NADIM AKHTAR
[MEMBER]