



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1398 of 2021 (re-opened for application dated 02.12.2022)

N K Seth Gobind Arora and Anr

...COMPLAINANT(S)

VERSUS

M/s M K Infrastructure Pvt Ltd & ors

....RESPONDENT(S)

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

**Member
Member**

Date of Hearing: 28.03.2023

Hearing: 5th

Present: - Mr. Ravindra Jain, counsel for the complainants through
video conferencing
None for the respondents

ORDER (NADIM AKHTAR-MEMBER)

Present complaint was disposed of on 09.08.2022 wherein the Authority had observed that offer of possession made to the complainant on 07.03.2016 is a valid offer of possession and complainant shall accept said offer of possession within 30 days of uploading of this order failing which respondent would be entitled to take further action in accordance with the terms of agreement. The relevant parts of the order is reproduced below:

“Therefore, Authority observes that for such deficiency in services on part of respondent, complainant deserves to be awarded interest @ SBI MCLR+ 2(=9.8%) on entire amount paid from the date of making respective payments upto the date of execution of second Builder- Buyer Agreement. For this period the interest amount has been got worked out from Accounts department as shown in table below.

S. No	Paid amount (in ₹)	Period	Amount of Interest (in ₹)
1.	3,00,000/-	24.11.2006 to 29.08.2012	1,69,634/-
2.	2,00,000/-	17.02.2007 to 29.08.2012	1,08,525/-
3.	16,76,922/-	22.07.2008 to 29.08.2012	6,74,558/-

“Authority in the interest of equity and natural justice freezes the right of both parties in the year 2016 and present matter is being dealt as if in the year 2016 itself. In such light, Authority observes that



the offer of possession dated 07.03.2016 is a valid offer of possession and complainant is liable to honour entire demand of ₹ 3,05,444/- so raised by respondent. Complainant shall accept said offer of possession within 30 days of uploading of this order failing which respondent will be entitled to take further action in accordance with the terms of agreement. Along with said offer of possession respondent will issue a statement of accounts clearly mentioning the amount of interest payable to complainant as calculated in para 6(i) of this order (=₹9,52,717/-) after adjusting the remaining balance amount that is to be paid by complainant to respondent(=₹3,05,444/-). Amount of interest payable to complainant works out to ₹ 6,47,273/-.

(iv) Further demand raised on account of holding charges and maintenance charges are quashed as the same will not be payable in the year 2016."

Thereafter, learned counsel for the complainant has filed an application under section 151 C. PC read with section 37 of HRERA Act, 2016 for extension of time to get the physical possession of the flat of the complainant.

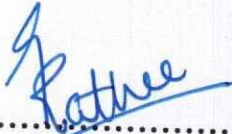
2. In the said application, it is stated that for the compliance of the order dated 09.08.2022, passed by the Hon'ble Authority, the complainants had approached the respondent company for the possession of the flat but during that period, one of the complainants i.e., Mr. N K Seth went abroad in April 2022 and since then he has not returned back to India. Consequently, respondent had refused to hand over the possession to the other two complainants. In regard to the same, an application was also sent to the respondent for the grant of the extension of time till 5th December 2022 i.e., for two months as Mr. N K Seth was likely to come back by the month of November 2022. Whereas Mr. N.K



01.12.2022, respondent has asked for the GPA on behalf of the complainant Mr. N.K Seth. GPA format has also been provided to the complainant. Consequently, complainant has prepared the GPA and sent to the respondent via email on 02.03.2023. But on the same date, respondent has cancelled the flat of the complainants.

5. Upon perusal of the application filed by respondent, it is observed that respondent is seeking an additional relief for the extension of time period for taking the possession of the flat and for the compliance of the order dated 09.08.2022 passed by the Authority. However, if the prayer is allowed at this point of time, the same shall amend the substantive part of the order which amounts to review of the final order, particularly when the complainants themselves averred that the respondent has cancelled their flat.

In view of the position enumerated above, no ground is made out to extend time for taking over the possession of the booked flat. Consequently application for extension of time filed by respondent is **rejected**. However, complainants are at liberty to avail appropriate remedies as per law.



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DR GEETA RATHEE SINGH
[MEMBER]



.....
NADIM AKHTAR
[MEMBER]