



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE ADJUDICATING OFFICER

Complaint no. 2309 of 2022

Date of Institution: 07.09.2022

Date of Decision: 24.02.2023

Guddi Rani w/o Subhash, r/o 07, Kartar Shah Nagar, Model Town, Panipat,
Haryana-132103

....COMPLAINANT

VERSUS

Housing Board Haryana, O/o C-15, Awas Bhawan, Sector-6, Panchkula,
Haryana-134109

....RESPONDENT

Hearing: 9th

Present: - Mr. Tejpal Singh Advocate, counsel for the complainant
Mr. VPS Namdev Advocate, counsel for the respondent

Sareta Gupta

JUDGEMENT:

The brief facts culminating into the institution of the present complaint are:

1. On 03.03.2014, Housing Board Haryana had issued an advertisement inviting applications for purchase of Build Up Multi Storeyed Flat for Industrial workers and Industrial Units/ Entrepreneurs in the project located at Barhi, District Sonipat. On 25.05.2014, cheque in the sum of ₹1,43,000/- was submitted by the complainant to Housing Board Haryana as advance deposit for booking the flat in the project. On 27.05.2014 Haryana Gramin Bank, the bank of Haryana Housing Board acknowledged the receipt of amount of ₹1,43,000/- as advance deposit for booking the flat. On 27.03.2015, the respondent had issued provisional registration number and also final registration number asking the complainant for additional deposit of ₹2,15,000/- on or before 30.04.2015. On 30.04.2015 Demand Draft of ₹2,15,000/- was sent by the complainant to Housing Board through registered post. Complainant did not receive any communication from the Housing Board Haryana regarding allotment of flat. One day the complainant had visited the site to find as to whether there was any construction activity in 3 years or not. Seeing this plight dealing with the fact that the petitioner has left her job, on 10.08.2018, the complainant had sent a registered letter to Estate Manager, Housing Board Haryana, Sector-14, Sonipat intimating that she was no longer interested in keeping the flat. There was no response from Housing

Board, Haryana. The complainant sent letters dated 10.08.2018 and 24.05.2019 to the respondent. Receiving no response from Housing Board Haryana, the complainant sent third reminder on 12.07.2019. Neither there was any response to the letter nor any reply was received. On 09.03.2020, the complainant issued a legal notice to Housing Board Haryana by registered post. In response to legal notice, Housing Board Haryana finally sent reply on 13.05.2020 replying that the amount would be refunded on the basis of seniority, seniority list was being prepared and the amount would be refunded on turn as per seniority, but no particular time was mentioned. On 05.06.2020, the complainant filed Complaint no.527 of 2020. On 07.04.2022 it was decided in favour of complainant and refund alongwith interest was ordered to be given to the complainant. On 11.06.2022, the complainant filed present complaint for payment of costs of legal expenses.

2. Reply has been filed by the respondent stating therein that the present complaint is not maintainable as the respondent has paid the entire amount of ₹4,30,846/- vide cheque no.186985 dated 06.12.2022. No cause of action has arisen in favour of the complainant. Award has been made in favour of the complainant as per order passed by Hon'ble Punjab and Haryana High Court vide CWP no.19124 of 2021 titled as Rajpal Singh Gehlot v/s Housing Board Haryana and others decided on 30.05.2022. Dismissal of the complaint has been prayed for.

3. Rejoinder has been filed by learned counsel for complainant reiterating the allegations in the complaint and it has been stated that the objections raised by respondent are vexatious, baseless and irrelevant. The complainant is entitled to compensation of ₹50,000/- as per provisions contained in RERA Act/ Rules on account of harassment and mental agony in addition to litigation charges in the sum of ₹50,000/-. The word compensation may constitute actual loss or expected loss and may extend to compensation for physical, mental and emotional suffering, insult, injury or loss. The contents of para no.2 has relevance on bearing upon the adjudication of the issues involved. The judgment in CWP 9124 of 2021 titled as Rajpal Singh Gehlot v/s Housing Board Haryana and Others is not judgment in rem rather it is applicable only in case of petitioners who had approached Hon'ble High Court. In various cases, Hon'ble Apex Court has granted interest @ 9% on the amount deposited. Similar view of grant of 9% interest per annum had also been taken by Hon'ble Apex Court in Civil Appeal No.3182 of 2019 (SLP (C) No.1795 of 2017) titled as 'KOLKATA WEST INTERNATIONAL CITY PVT. LTD. VS. DEVASIS RUDRA' decided on 25.03.2019 and Civil Appeal No.6044 of 2019 titled as 'Experion Developers Pvt. Ltd. v/s Sushma Ashok Shiroor' decided on 07.04.2022.

4. Arguments of both learned counsel for the parties have been carefully heard along with meticulous examination of the records of the case.

5. As per version of the complainant, she had applied for purchase of Build-up Multi Storeyed Flat for Industrial workers and Industrial Units/

Entrepreneurs in the project of Housing Board Haryana, respondent in response to advertisement dated 03.03.2014. A sum of ₹1,43,000/- by way of cheque was deposited by the complainant on 25.05.2014, which was confirmed on 27.05.2014 as deposit for advance booking for the flat. On 27.03.2015, the respondent Housing Board had issued provisional registration and also final registration number. On the demand raised by Housing Board, a sum of ₹2,15,000/- by way of demand draft was deposited as additional deposit by the complainant. In between no communication was received by the complainant from the respondent. On 10.08.2018, the complainant had sent a registered letter to Estate Manager, Housing Board Haryana, Sonipat intimating that she was no longer interested in keeping the flat. As per the facts narrated by the complainant, there is no mention of any agreement to sell which was executed between the complainant and the respondent. No date has been given on which the possession of Build Up Multi Storeyed Flat would be handed over to the complainant. Reasonable time has to be taken for handing over possession by the respondent to the complainant.

6. It is the argument of learned counsel for respondent that as per judgment dated 30.05.2022 in CWP no.19124 of 2021 titled as Rajpal Singh Gehlot v/s Housing Board Haryana, amount of ₹4,30,846/- has been paid by the respondent to the complainant in full and final settlement. He has placed on record copy of said judgment, which shows that the name of the present complainant has not been mentioned in the list of writ petition^s which were collectively disposed

of vide order dated 30.05.2022 passed by Hon'ble Punjab & Haryana High Court. Since the name of the complainant has not been mentioned in the list of writ petitions which were disposed of by Hon'ble High Court, respondent cannot take benefit of observations of Hon'ble High Court.

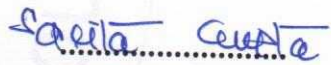
7. The complainant had paid the additional amount of ₹2,15,000/- to the respondent on 30.04.2015. Since no document was executed between the complainant and Housing Board Haryana, this date would be taken as the date from which 3 years have to be counted. 3 years would be completed on 30.04.2018. It is only on 10.08.2018, the complainant herself opted to withdraw from the booking of the flat and had sent a registered letter to Estate Manager, Housing Board Haryana, Sonipat. The complainant had also filed Complaint no.527 of 2020 seeking refund of paid amount alongwith interest, which was allowed on 07.04.2022. The respondent has stated that a sum of ₹4,30,846/- has been paid to the complainant on 06.12.2022, which includes principal amount (₹1,43,000/- + ₹2,15,000/- = ₹3,58,000/-) and the remaining amount as interest (₹72,846/-). It has not been mentioned anywhere in the complaint that the complainant had been visiting the office of respondent to know about the status of construction of the flats. It has also been written that one day the complainant had visited the site to find out as to whether there was any construction activity in 3 years or not. It cannot be said that in one visit to know the construction activity of the project, the complainant had suffered mental harassment and agony. It was only on 10.08.2018, the complainant opted to withdraw from the

project. Though, the complainant has received back the refund amount alongwith interest in the year 2022, yet it was her execution for refund alongwith interest. No ground for compensation on account of mental harassment and agony is made out. Hence no amount is being awarded as compensation on account of mental harassment and agony.


8. Since no amount of compensation is being awarded as compensation on account of mental harassment and agony, any amount towards cost of litigation is also not being awarded.

9. Finding no merit, this complaint is ordered to **dismissed** with no order as to costs. . File be consigned to record room after uploading order on the website of the Authority.

24.02.2023


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(DR. SARITA GUPTA)
ADJUDICATING OFFICER

Note: This judgement contains 7 pages and all the pages have been checked and signed by me.


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(DR. SARITA GUPTA)
ADJUDICATING OFFICER