



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE ADJUDICATING OFFICER

Complaint no. 1446 of 2022

Date of Institution: 24.06.2022

Date of Decision: 24.02.2023

Indra Chauhan w/o Tejpal Singh Chauhan, r/o 33, Sector-18, HSVP, Haryana-134109

....COMPLAINANT

VERSUS

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

....RESPONDENT

Hearing: 13th

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

Saile Aupte

JUDGEMENT:

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

1. On 19.02.2010, Housing Board Haryana had issued an advertisement inviting applications for the purchase of Build up Multi Storeyed Flats for Industrial workers and Industrial Units/ Entrepreneurs in the project located at Barhi, District Sonipat. On 19.03.2010, the complainant had applied in entrepreneur's quota for the flat and had paid a sum of ₹79,000/- as advance money. The total sale price of the unit was ₹7,90,000/- and the booking amount was fixed at 10%. On 28.08.2010, the respondent had issued provisional registration number and final registration number and sought to deposit additional amount of ₹1,20,000/- on or before 31.08.2010. On 28.08.2010, the complainant had paid ₹1,20,000/- by way of demand draft in favour of Housing Board Haryana. A letter acknowledging the said demand draft was sent to the respondent. On 15.12.2010, the complainant had received the receipt from the respondent acknowledging the payment. On 19.02.2018, the complainant had received the allotment after waiting for 8 long years. The complainant was shocked to know that the amount of unit was raised from ₹7,90,000/- to ₹15,40,309/- and she was asked to pay monthly instalment of ₹12,079/- with retrospective effect of 3 months. On 05.04.2018, the respondent issued a show cause notice as to why the possession was not taken by the complainant and gave the time upto 25.04.2018 to explain why the flat of the complainant be not

cancelled and booking amount forfeited. On 18.04.2018, the complainant had sent a letter to Estate Manager, Housing Board to the respondent regarding explanation with regard to increasing the price of the flat to double the initial amount. The complainant had stated that she could not afford the said increase and would not be able to pay the amount and the complainant requested for surrendering the flat. On 25.04.2018, aggrieved by response of the respondent, the complainant went to Housing Board Haryana and submitted reply to show cause notice by asking the respondent to review two-fold increase in the total amount to be paid by the complainant. On 10.05.2018, the complainant sent a letter through registered post requesting the department to allot her ground floor instead of second floor attaching medical proof of having problem in her knees. On 04.07.2018, the respondent issued a show cause notice to complainant ignoring the request of the complainant for refund of deposited amount alongwith interest for the last 8 years and reply was to reach till 27.07.2018, as to why the allotment of the complainant be not cancelled. On 08.08.2018, the complainant sent a letter through registered post expressing the concern relating to high amount and increase in the amount given by the respondent. The complainant has specified that either the flat be allotted to her at previous cost or money alongwith interest be refunded. Without paying any heed to the requests and letters sent by the complainant, on 08.05.2019 the respondent carried on to cancel the allotment on the ground of not taking possession and informed about deducting 50% from the earnest money. On 24.05.2019, the complainant sent a legal notice to the

respondent which was never replied by the respondent. The respondent had ill intentions to take the money of the complainant on the basis of showing a map of good quality society which was completely changed at the time of giving possession. On 12.07.2019 another letter was sent by the complainant to the respondent requesting either to consider the amount already deposited as 25% of the total deposit or refund the amount with interest which was wrongly used by the respondent for long time. On 20.07.2019, the complainant received reply from Housing Board Haryana stating that the price was tentative and the price mentioned was amount of actual cost undertaken by the respondent in building those flats. There was no response as to change of flat from second to ground floor and the time when the respondent notified the hike of price of the unit. On 26.06.2020, the complainant filed complaint before Hon'ble Authority seeking refund of the amount paid alongwith interest. Vide order dated 07.04.2022, Complaint no.527 of 2020 was decided by the Authority allowing refund alongwith interest. On 11.06.2022, the complainant filed complaint seeking payment of cost and litigation expenses. The complainant has sought ₹50,000/- as cost of litigation, ₹50,000/- compensation for harassment and mental trauma.

2. Respondent Housing Board Haryana filed reply stating therein that the complaint is not maintainable as the respondent had already paid entire amount of ₹2,62,356/- on 06.12.2022 vide cheque. The complaint is liable to be dismissed and no cause of action has arisen in favour of the complainant. The award has been made to the complainant as per order passed by Hon'ble Punjab

and Haryana High Court in Civil Writ Petition no.19124 of 2021 in case titled as Rajpal Singh Gehlot v/s Housing Board Haryana and Others. Dismissal of the complaint has been prayed.

3. Rejoinder was filed by the complainant reiterating the contentions made in the complaint.

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

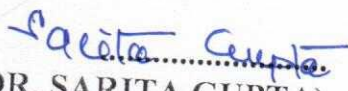
5. It is not disputed that the complainant had deposited a sum of ₹79,000/- on 19.03.2010 for booking of flat of project of respondent at Barhi, District Sonapat in the Entrepreneur's quota. She has also paid a sum of ₹1,20,000/- on 28.08.2010 by way of demand draft. The complainant had paid a sum of ₹1,99,000/- till 28.08.2010. It was only on 19.02.2018 that the complainant had received allotment letter for the Build-up Multi Storeyed Flat. The amount of the flat was raised from ₹7,90,000/- to ₹15,40,309/- and the complainant was asked to pay monthly instalment of ₹12,079/- with retrospective effect for 3 months. It has not been pleaded by the complainant that from 28.08.2010 when the complainant had paid additional amount of ₹1,20,000/- by way of demand draft or 15.12.2010 when the complainant had received the acknowledgment from the respondent, she had visited a number of times to the office of Housing Board Haryana to enquire about allotment of flat which was applied on 19.12.2010. She has not stated anything about mental agony and

harassment meted out to her from August 2010 to 19.02.2018. On receiving the intimation with regard to increase in the price of the flat, she asked the respondent Authorities about the reason for increase and also she stated that she was not able to pay the increased price and requested for surrendering the flat. Show cause notice was issued to her by the respondent as to why she has not taken possession of the flat despite allotment to her vide allotment letter dated 19.02.2018 and also to explain as to why the booking of the flat of the complainant be not cancelled and booking amount forfeited. Since issuance of allotment letter, dispute had started between the complainant and the respondent. The complainant then opted for ground floor instead of second floor on account of her health issues. It is the averment of the complainant herself that the respondent carried on to cancel the allotment on the ground of not taking possession. There was no response for changing the flat from second floor to ground floor. On 26.06.2020, the complainant had filed Complaint no. 589 of 2020 before Hon'ble Authority seeking refund of paid amount alongwith interest which was allowed vide order dated 29.06.2022 vide which apart from paid amount of ₹1,99,000/-, interest ₹2,18,297/- total of which comes to ₹4,17,297/- was ordered to paid to the complainant. Execution of the said order is pending before this Court. As per version of learned counsel of respondent, as per order dated 30.05.2022 passed by Hon'ble High Court Punjab and Haryana in CWP no.19124 of 2021 and 17 other connected petitions titled as Raj Pal Singh Gahlaut v/s Housing Board Haryana and another, a sum of ₹2,62,356/- has been paid to the complainant on

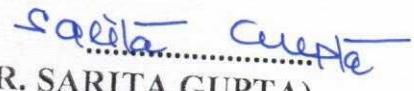
06.12.2022. As per version of learned counsel for respondent, this payment was in full and final settlement as per order passed by Hon'ble Punjab and Haryana High Court. This issue would be decided in Execution complaint against order dated 29.06.2022 passed by Hon'ble Authority. This complaint is related only to compensation on account of mental agony and harassment and also cost of litigation. At no point of time, it has been stated in the complaint that in long 8 years the complainant was suffering mental agony and harassment till allotment of Build-Up Multi Storeyed Flat. Civil Writ Petition 19124 of 2021 alongwith 17 writ petitions were pending before High Court which were decided vide order dated 30.05.2022. During the pendency of writ petitions before Hon'ble Punjab and Haryana High Court, respondent Housing Board, Haryana was not able take any action.

6. Finding no ground to grant compensation to the complainant, the present complaint is ordered to be dismissed. Both the parties are left to bear their own costs. File be consigned to record room after uploading order on the website of the Authority.

24.02.2023


(DR. SARITA GUPTA)
ADJUDICATING OFFICER

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


(DR. SARITA GUPTA)
ADJUDICATING OFFICER