



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 275 OF 2018

Nisha

....COMPLAINANT(S)

VERSUS

1. Palm Residency through its Directors

.... RESPONDENT (S)

2. Intex Developers Pvt Ltd

**CORAM: Rajan Gupta  
Anil Kumar Panwar**

**Chairman  
Member**

**Date of Hearing: 04.09.2019**

**Hearing: 9<sup>th</sup>**

**Present: -** Mr. Aman Joon, Representative of complainant  
Mr. Rajpal Singh, Proxy counsel for Respondent no. 1  
None for respondent no. 2.

**ORDER (ANIL KUMAR PANWAR-MEMBER)**

1. The complainant, who on purchase from respondent had taken possession of a flat on 07.10.2013, has filed this complaint averring that the respondent despite his repeated requests has not rectified the deficiencies occurring in his flat.
2. The plea of the respondent is that the complainant raised no objection at the time of taking possession and has started raising issue of deficiencies only when he raised a demand against him for payment of maintenance charges. According to the respondent, complaint is barred by limitation.
3. After hearing the parties and going through the record, the Authority observes that the promoter by virtue of provisions of section 14(3) of Real Estate (Regulation & Development) Act, 2016 (for short Act) is liable to rectify only such structural defects which occurred in the purchased property which have been brought to his notice by the allottee within a period of five years from the date of handing over possession. The complainant himself has averred that he had taken possession on 07.10.2013 and therefore a specific query was put to the complainant as to when he brought the deficiencies to the notice of the respondent. His reply was that he had sent an e-mail to the respondent in this regard and a copy of the said e-mail was stated to be attached with complaint as Annexure P-7 available at Page-73 of the



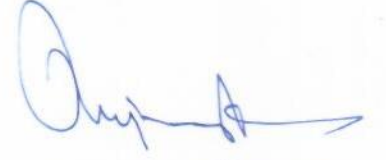
paper book. Said e-mail was sent to the respondent on 25.03.2018 and no structural defects or any other defect in workmanship was pointed out to the respondent in the said e-mail. The grievance made therein was regarding non installation of geyser in the bath room. This kind of deficiency is not covered by Section 14(3) of the Act. If there were some shortcomings in providing any service which the promoter was liable in terms of the buyer's agreement, the complainant was under an obligation to point out such deficiency and get it rectified before taking over the possession. The fact is that the complainant maintained complete silence for about five years from the date of taking over possession and has raised the issue of installation of geyser in the bath room in March, 2018 when the respondent had already started demanding maintenance charges. So, there seems force in respondent's plea that the complainant starting raising deficiencies issues to avoid payment of maintenance charges.

4. Further, the e-mail dated 25.03.2018 states that the complainant had spent a sum of Rs. 20,000/- for replacement of bathroom tiles which were broken. The Authority fails to understand as to why the complainant has not taken the option of having the tiles replaced from the promoter by bringing the defects, if any, occurring in respect of bath room tiles and instead had set up a demand of Rs. 20,000/- against the respondent for replacement of the tiles without even offering an opportunity to the promoter for its replacement. In



the back drop of the circumstances narrated above, the Authority finds no merit in the complaint.

5. So, the complaint is **dismissed**. File be sent to the record room.



.....  
**RAJAN GUPTA**  
**[CHAIRMAN]**



.....  
**ANIL KUMAR PANWAR**  
**[MEMBER]**

