



Complaint no. 692/19

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 692 OF 2019

Harjot Kaur

....COMPLAINANT

VERSUS

Ansal Properties & Infrastructure Ltd.

....RESPONDENT

**CORAM:** Rajan Gupta  
Anil Kumar Panwar  
Dilbag Singh Sihag

Chairman  
Member  
Member

**Date of Hearing:** 09.10.19

**Hearing:** 4<sup>th</sup> hearing

**Present:** - Sh. Manuj Chadha, Counsel for the complainant  
Sh. Sunny Tyagi, Counsel for the respondent

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

1. The complainant's case is that original allottee Sh. Anjali Sharma was allotted a flat no. F-701, measuring 975 sq. ft. by the respondent in his project named "Europa Regency", Sonapat, Haryana vide builder buyer agreement dated 22.06.10. The flat was later transferred to the complainant and said transfer was endorsed by the respondent on 28.07.10. The total sale price of the flat was Rs. 20,98,750/- against which Rs. 18,54,188/- had already been paid till 10.04.15. As per the agreement, the respondent had committed to deliver possession of the unit within 36 months along with grace period of ninety days from the date of agreement, which comes to 22.09.13. However, even after lapse of six years, the respondent has not offered possession to the complainant. Respondent, vide letter dated 26.12.12 apprised the complainant that the flat has been changed from F-701 to E-1201 and also the area of the flat has been increased from 975 sq. ft. to 1281 sq. ft. The complainant contacted the respondent telephonically numerous times to enquire about the status of the project, but the respondent did not reply to such communications. Thereafter, complainant sent a legal notice dated 02.08.18 to the respondent

requesting him to refund the amount but respondent again failed to reply to the same. In view of the above, the complainant prays for refund of Rs. 18,54,188/-along with interest, compensation on account of mental agony and litigation cost.

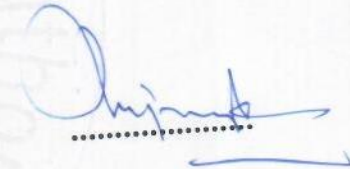
2. The respondent submitted that since the present complaint inasmuch as it also involves relief of compensation and interest, is only maintainable before the Adjudicating Officer. Further, respondent submitted that he is ready to allot an alternate apartment to the complainant in his other project named Shree Vardhman Gardenia, Sector 10, Sonapat or Ushay Tower, Sector 61, Sonapat.
3. The Authority observes that the respondent is offering an alternate apartment in a different project to the complainant. Such conduct of the respondent itself proves that he has no intention to complete the project in which the complainant booked his apartment. The offer of alternate apartment is not acceptable to the complainant. So, the Authority finds it to be a fit case to allow refund in favor of the complainant.
4. The plea raised against the maintainability of the complaint is no more tenable in view of Rule 28(2)(k) of Haryana Real Estate (Regulation and Development) Amendment Rules, 2019 which has since been incorporated vide Haryana Government notification dated



12.09.19 and the Authority has been, thereby, conferred the jurisdiction for deciding relief of refund.

5. Hence, the Authority directs the respondent to refund the amount of Rs. 18,54,188/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % from the date amounts were paid till the actual realization. Fifty percent of the total sum of money payable to the complainant shall be paid within 45 days from the date of uploading of this order and the remaining in next 45 days.

The complaint is, accordingly, **disposed of**. File be consigned to the record room and order be uploaded on the website.

  
RAJAN GUPTA  
[CHAIRMAN]

  
ANIL KUMAR PANWAR  
[MEMBER]

  
DILBAG SINGH SIHAG  
[MEMBER]