



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### SUO-MOTU COMPLAINT NO. 688 OF 2024

HRERA Panchkula

....COMPLAINANT

VERSUS

1. One City Infrastructure Pvt. Ltd.

2. Ashok Kumar

....RESPONDENTS

**CORAM:**

**NadimAkhtar**

**Member**

**ChanderShekhar**

**Member**

**Date of Hearing:** 20.05.2024

**Hearing:** 1<sup>st</sup>

**Present:** -None present on behalf of both the respondents

**ORDER : (NADIM AKHTAR –MEMBER)**

1. Captioned suo moto complaint was initiated by the Authority for refund of the pre-deposit amount of ₹9,59,372/- received from Haryana Real Estate Appellate Tribunal pursuant to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016.
2. A complaint was earlier filed before the Authority bearing complaint no. 1386 of 2019 titled as “Ashok Kumar vs. One City Infrastructure Pvt. Ltd.”, wherein complainant in his pleading stated that complainant agreed to purchase a plot bearing no. Gama 181, measuring 300 Sq. Yds. in the


project of the respondent namely; "One City, Sector 37, Rohtak" via allotment letter dated 16.06.2010. Subsequent to which, an offer of possession was made to the complainant on 18.02.2013. By the year 2012, complainant had made payment of ₹19,41,100/- to the respondent and on 20.12.2014, complainant made further payment of ₹1,00,000/-. However, even at the time of offering of possession the construction at the site was not complete. Respondent had rather cancelled the allotment of the said plot on 31.01.2018. After the cancellation respondent refunded the entire amount of ₹20,41,100/- paid by the complainant for said plot into his account by way of RTGS on 18.02.2019. In the said complaint, Authority observed that respondent only refunded the paid amount without interest accrued. The averment of respondent that he has not deducted earnest money at the time of returning the amount is not binding on the complainant. Therefore, respondent was directed to pay to the complainant interest accrued on an amount of ₹20,41,100/- retained by respondent from 18.02.2013 to 18.02.2019 in terms of Rule 15 HRERA Rules, 2017, after deducting earnest money and respondent was allowed to deduct only 10% of Basic sale price as earnest money and return remaining amount to the complainant. Authority directed the respondent to pay ₹9,59,372/- to the complainant vide order dated 15.02.2022.

3. Further, respondent no.2, i.e., Ashok Kumar preferred an appeal against the above order of Authority before Hon'ble Tribunal bearing appeal no.



575 of 2022, wherein vide order dated 28.09.2023, Hon'ble Tribunal dismissed the appeal and directed that amount as paid by the respondent deserves to be refunded to the Allottee. Relevant part of the said order is reproduced below for reference: -

19. *".....in view of our aforesaid observations, we do not find any legal infirmity in the order passed by the Authority. We, thus, find no merit in both these appeals and same are hereby dismissed.*
  20. *No order to costs.*
  21. *The amount deposited by the promoter (in appeal no. 575 of 2022), i.e., ₹9,59,372/- with this Tribunal in view of proviso to Section 43(5) of the Real Estate (Regulation and Development) Act, 2016, along with interest accrued thereon, be sent to the learned Authority for disbursement to the allottee subject to tax liability, if any, as per law and rules."*
4. Today, none appeared on behalf of both the respondents.
  5. In view of the above said situation, present complaint is disposed of with the direction to the office to disburse the amount of ₹9,59,372/- to respondent no. 2, within 7 days of uploading of the order.
  6. The complaint is **disposed of** accordingly. File be consigned to record room, after uploading of the order.

  
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**CHANDER SHEKHAR**  
[MEMBER]

  
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**NADIM AKHTAR**  
[MEMBER]