



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 577 OF 2019

DEV PRIYA GUPTA

....COMPLAINANT(S)

VERSUS

JINDAL REALITY LIMITED

....RESPONDENT(S)

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

**Member
Member**

Date of Hearing: 25.09.2019

Hearing: 4th

**Present: - Mr. Satish Mishra, Counsel for complainant
Mr. Drupad Sangwan, Counsel for respondent.**

ORDER (ANIL KUMAR PANWAR- MEMBER)

1. The complainant booked a flat in respondent's project 'Jindal Global City' situated in Sector-33, 34 and 35, Sonapat and was allotted flat no. C-223 on first floor of Block-C. The parties executed buyer's agreement on 28.02.2011 and the respondent in terms of said agreement, was under a duty to deliver possession of the purchased unit latest by 28.02.2014. However, the respondent has failed to deliver the possession till date and the complainant who has already paid a sum of Rs. 27,56,808/- against the basic sale price of Rs. 27,16,500/- has filed the present complaint for issuing direction to the respondent to deliver him possession along with delay compensation.

2. The respondent has resisted the complaint averring that there was no intentional delay on his part and the delay had occurred because the Department of Town and Country Planning, without informing him, had revised the sectoral plan. Such revision, pleaded the respondent, had caused force majeure condition from 04.11.2011 to 09.02.2015 for him to start the development works and the project thus could not be completed.

3. After hearing the parties, the Authority observes that the subject matter of this case is squarely covered by an earlier decision of this Authority rendered in a disposed of complaint case bearing no 569 of 2018 titled "Roshan Malwal Versus Jindal Realty Pvt. Ltd.", whereby promoter's plea on



the point that force majeure conditions existing from 04.11.2011 to 09.02.2015 due to revision of sectoral plan had precluded him from completing the project. The period of 36 months prescribed in the Buyer's Agreement for completion of the project was, therefore, ordered to be considered w.e.f. 09.02.2015 when the sectoral plan was finalized by Department of Town and Country Planning and the deemed date for delivering possession to the allottees was thus considered as 09.02.2018. Accordingly, the respondent was held liable for paying delay compensation from 09.02.2018 till the date on which actual possession is offered to the allottees.

4. The logic and the finding of the above referred case no. 569 of 2018 would apply even to the case in hand. The complainant is, therefore, held entitled to possession along with compensation for delay in delivery of possession which shall be calculated at the rate prescribed in Rule 15 of HRERA Rules, 2017 on the amount that the complainant had already paid from the deemed date of possession i.e. 09.02.2018 till the actual date of delivery of possession.

5. Besides the relief of possession and delay compensation, the complainant has made a grievance against the amount which the respondent had demanded as GST charges. The complainant's plea on this point is that the Government had imposed GST in the year 2017 and since the deemed date of possession as per Buyer's Agreement was 28.02.2014, he is not liable to

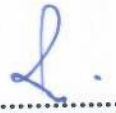


pay GST charges. Admittedly, the present case is one in which delay in completion of project had occurred due to reasons beyond the control of promoter and therefore, the liability of paying GST charges, in the interest of justice and as a matter of fair play, deserves to be shared by the complainant as well as the promoter in equal proportion. The Authority will accordingly hold that the complainant shall pay fifty percent of the amount which the respondent is liable to pay to the Government as GST charges.

6. In view of above discussion, the complaint is disposed of with the direction to the respondent to hand over possession to the complainant and to pay him delay compensation at the rate prescribed in Rule 15 of HRERA Rules, 2017 to be calculated on the already paid amount from the deemed date of possession i.e. 09.02.2018 till the actual date of delivery of possession. Order be uploaded on the website of the Authority. File be consigned to record room.



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]