



**HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: www.haryanarera.gov.in

**COMPLAINT NO. 236 OF 2019**

Ashok Kumar Sethi

....COMPLAINANTS(S)

VERSUS

BPTP Ltd

....RESPONDENT(S)

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

**Member  
Member**

**Date of Hearing: 03.10.2019**

**Hearing: 5<sup>th</sup>**

**Present: Shri N.K Setia, Counsel for the Complainant**

Shri Hemant Saini and Shri Himanshu Monga, Counsel for the  
Respondent.

**ORDER: (DILBAG SINGH SIHAG-MEMBER)**

1. Complainant booked a flat in the project named 'Park Elite Premium' situated in Sector- 84, Faridabad. As per terms and conditions of the flat buyer agreement executed between the parties on 13th December 2010, respondent was to deliver possession of the flat in the first quarter of 2014 but possession to the complainant was offered on 13th March 2018. Conveyance deed of the purchased property was executed in favour of the complainant on 2nd August 2018. Complainant has filed present complaint on 19th January 2019 challenging demand notice dated 13th March 2018, accompanied with offer of possession with regard to cost escalation charges, super area increase charges, club charges, EDC/enhanced EDC charges, maintenance charges, GST charges, of a sum of Rs. 15,73,740/-. He states that demand so raised was illegal and unjustified.

2. On the other hand respondent has pleaded that demands were genuine and raised in conformity with the terms of agreement. Learned Counsel for the respondent has also argued that the relationship between the parties ceased to exist after execution of conveyance deeds, therefore the present complaint has no merits and be dismissed.

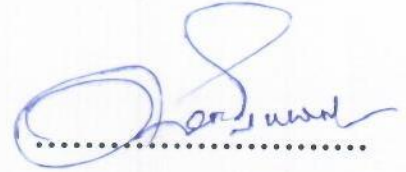
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4. However, per contra, contention of the complainant is that this Authority passed an order in complaint case number 113 of 2018 titled Madhu Sareen vs BPTP. Vide order dated 25th April 2018 had restraining the respondent from charging such amount as were raised in the impugned demand notice. Said order was applicable in case of all the allottees of the project. As a result respondent was, therefore, not legally entitled to recover impugned charges. Therefore, present complaint is maintainable for seeking refund of Rs. 15,73,740/-

5. Authority has given thoughtful consideration to the submissions made by the parties and has perused the conveyance deeds executed in favour of present complainant. It is observed from the contents of conveyance deeds that the entire amount mentioned therein was paid by the complainant voluntarily to the respondent. Respondent is not demanding anything from the complainant over and above the amount already paid to him. Complainant has nowhere mentioned in the conveyance deeds that any payment made to the respondent was being tendered under protest. So, the complainant by virtue of his own conduct in voluntarily paying to the respondent the money as demanded by impugned demand notice at the time of execution of conveyance deeds, is estopped from challenging the propriety or legality of the refund to be recovered through the present complaint has no merits.



6. Complaint is not maintainable and is accordingly dismissed. File be consigned to record room after uploading the orders on the website of the Authority.



**ANIL KUMAR PANWAR  
(MEMBER)**



**DILBAG SINGH SIHAG  
(MEMBER)**

