



Complaint No. 666 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 666 OF 2019

Bonanza Infratec Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

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

**Member
Member**

Date of Hearing: 10.10.2019

Hearing: 3rd

Present: - Mr. Arjun Kundra, Counsel for the complainant

Ms. Rupali S. Verma, Counsel for the respondent

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. Complainant's case is that he booked a 3 BHK flat in a project named 'Parsvnath Pleasant Dharuhera' on 11.04.2006 to be developed by respondent. Respondent vide letter dated 14.03.2007 allotted flat bearing no. T10-403 having an area of 1855 sq.ft provisionally. Complainant had paid Rs. 8,54,691/- against basic sale price of Rs. 34,18,765/- till March 2008. The flat buyer agreement was executed between the parties on 27.08.2008.

Complainant vide letter dated 24.10.2014 enquired about the status of the project where respondent replied vide letter dated 30.10.2014 that the project was at halt due to some reasons. Thereafter, complainant made various communications to the respondent asking reasons for the halt but respondent didn't reply. So, complainant had lost complete faith in respondent and decided to withdraw with a request to respondent to refund his deposited amount along with interest.

But to his disappointment, respondent didn't consider his request. Surprisingly, respondent informed complainant vide letter dated 09.05.2019 that his unit was being shifted from T10-403 to T20-403 of the same project without taking complainant's approval, as Tower 20 would be completed earlier than other towers. Respondent was required to hand over possession of flat within 36 months with a further grace period of 6 months as per flat buyer agreement executed between the parties. Since FBA was executed on 27.08.2008, period for delivery of possession had already been lapsed but respondent had failed to deliver possession or refund the amount.

Therefore, complainant prays for refund of the amount of Rs. 8,54,691/- deposited by him along with interest.

2. Learned counsel for the respondent avers that there is no privity of contract between respondent and complainant M/S Bonanza Infratec Pvt. Ltd. as the said flat was allotted in favour of M/S Bonanza Finvest Pvt. Ltd.



Respondent company had neither received certificate of change of name of the company nor any kind of authorisation letter from the complainant. However, respondent admits the payment of Rs. 8,54,671/- by M/S Bonanza Finvest Pvt. Ltd. but contends that delay in completing the project is not intentional, rather due to reasons beyond the control of respondent company. Respondent company has been putting its best endeavour to complete the project at earliest and accordingly hand over the possession to the respective buyers. Respondent is also willing to offer an alternate property to the complainant subject to mutual consent of both parties and subject to availability of alternate flat.

3. Considering the written and verbal pleading of both parties, Authority observes that respondent has already shifted flat of complainant from Tower 10 to Tower 20 on the pretext that it would be completed sooner and is now again willing to offer an alternate flat to the complainant. Such conduct of respondent itself proves that he has no intention to complete the project and hand over the same to complainant rather is only misleading the complainant. So, Authority finds it to be a fit case to allow refund in favor of the complainant.

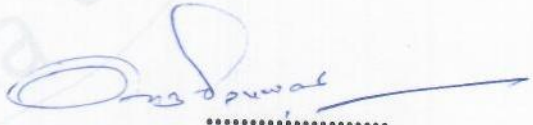
4. Hence, the Authority directs the respondent to refund amount of Rs. 8,54,691 /- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI

highest marginal cost of lending rate (MCLR)+ 2 % from the date amounts were paid till today. In view of above formula, total amount to be paid to complainant is Rs.19,86,836/- as per detail given below in the table:

S.No.	Principal Amount	Date of payment	Interest Accrued till 10.10.2019
1.	Rs. 4,50,000/-	12.04.2006	Rs. 6,34,773/-
2.	Rs. 62,815/-	30.03.2007	Rs. 82,277/-
3.	Rs. 3,41,876/-	19.03.2008	Rs. 4,15,095/-
Total	Rs. 8,54,691/-		Rs. 11,32,145/-

He is further directed that fifty percent of the total sum 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, failing which will attract further penal interest to be decided by the Authority.

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


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ANIL KUMAR PANWAR
[MEMBER]


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DILBAG SINGH SIHAG
[MEMBER]