



Complaint No.705 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 705 OF 2019

Munish Kumar

....COMPLAINANT

VERSUS

Splender Landbase Co. Ltd.

....RESPONDENT

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 21.11.2019

Hearing: 5th

Present: - Mr. Parveen Mehta, Counsel for the complainant.
Mr. Ajay Ghanges, Counsel for the respondent.

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. Complainant's case in brief is that he had booked a flat bearing no. 304 in Tower-4 with an area of approx. 1650 sq. ft in Splendor Grande, Sector-19, Panipat, Haryana which have developed by M/s Splender Landbase Co. Ltd. Total sale consideration of the shop was Rs.57,33,150/- excluding service

tax and VAT against which complainant had already paid an amount of Rs. 13,00,000/- till date under construction linked plan. Allotment of the said unit was made by the respondent on 23.01.2013. As per Clause 20 of the allotment letter, deadline for offering legal and valid possession was 42 months plus 6 months from date of receipt of first instalments i.e. 23.01.2013 which comes to be 23.01.2017 as no builder buyer agreement was executed between complainant and respondent /promoter. His grievance is that respondent has failed to deliver him possession of booked property. So, the complainant has prayed for refund along with interest and compensation against delay of delivery of possession.

2. Further, he averred that the respondent demanded Rs. 4,76,048/- vide letter dated 17.01.2018 along with an offer to opt flat in other towers B1 and A3 stating that construction work of the Tower A-4 was unduly stalled. But, after visiting the site complainant was shocked to see that even the construction progress of towers B1 and A4 is also far from completion. Left with no other option, complainant withdrawal from the project and surrendered the allotment of the flat along with requisite documents on 10.05.2018 but respondent has not refunded the amount till date.

3. Respondent pleaded that the present complaint in as much as it also involves relief of refund along with compensation and interest, is only

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maintainable before the Adjudicating Officer. Further, he is ready to allot an alternate apartment to the complainant in his other project.

4. Further, respondent has also submitted that the complainant has defaulted in making payments and is under obligation to pay a sum of Rs. 7,76,048/- but complainant paid only Rs. 3,00,000/- on 20.02.2014 against total outstanding dues. He further apprised that respondent had sent various letters on 13.03.2014, 20.03.2014 and 05.05.2014 regarding the progress of the project and also to clear the outstanding amount of Rs. 4,76,048/- but the complainant continued to default in making any further payments.

5. In today's hearing, learned counsel for the complainant submits photographs showing that no construction activity has been commenced at the site meaning thereby that developer is not in a position to complete the project in near future. So, Authority, has no hesitation to conclude that there is no likelihood of delivering possession of booked properties to the complainant in near future.

6. Authority apprised during arguments that flat allotted to the complainant falls in Tower A-4. So, learned counsel was asked about the present status of the tower and he has conceded that respective tower is nowhere near completion because its construction has not even started. The offer of alternate flat is not acceptable to the complainant. So, the Authority finds it to be a fit case to allow refund in favour of the complainant.

7. The plea raised against the maintainability of the complaint is no more tenable in view of Rule 28(2)(k), Haryana Real Estate (Regulation and Development) Amendment Rules, 2019 which has conferred the jurisdiction on the Authority to deal with a complaint involving relief of refund along with interest.
8. Hence, the Authority directs the respondent to refund the amount of Rs. 13,00,000/- to the complainant along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. @ SBI highest marginal cost of lending rate (MCLR) +2% from the date of payment of amounts till today.
9. Details of amount to be refunded in remaining complaints are as follows: -

Sr. No.	Principal Amount	Interest (calculated as per Rule 15, HRERA Rules)	Total
1.	Rs. 5,00,000/-	Rs.3,56,875/-	Rs. 8,56,875/-
2.	Rs. 5,00,000/-	Rs. 3,51,435/-	Rs. 8,51,435/-
3.	Rs. 3,00,000/-	Rs. 1,80,370/-	Rs. 4,80,370/-
Total	Rs. 13,00,000/-	Rs. 7,88,680/-	Rs. 20,88,680/-

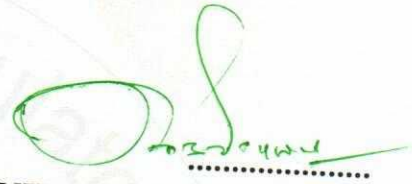
Fifty percent of the total sum of money payable to the complainant shall be paid within 45 days from the date of uploading of this order and the remaining in next 45 days.

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



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]

