



1333, 1334, 1336, 1337 & 1092 of 2019

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

### COMPLAINT NO. 1333 OF 2019

Manisha Mittal .....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd. ....RESPONDENT

### COMPLAINT NO. 1334 OF 2019

Rachna Singh .....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd. ....RESPONDENT

### COMPLAINT NO. 1336 OF 2019

Anshu Mittal .....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd. ....RESPONDENT

**COMPLAINT NO. 1337 OF 2019**

G. S. Kale

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

**COMPLAINT NO. 1092 OF 2019**

Hans Raj Malik & Anr.

....COMPLAINANTS

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Anil Kumar Panwar**

**Member**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 13.11.2019**

**Hearing: 3<sup>rd</sup> Hearing**

**Present:** - Mr. Sulabh Jain, Counsel for the complainants.

( In Complaint No. s 1333, 1334, 1336 & 1337 of 2019)

Complainant in person.

( In Complaint No. 1092 of 2019)

Mr. Shobit Phutela, Counsel for the respondent.

**ORDER** (ANIL KUMAR PANWAR-MEMBER)

1. All captioned cases are being decided together by this common order because grievances involved therein are similar in nature and are directed against the same project of the respondent.
2. The complainants had made part payments to the respondent during the years 2004 to 2010 for purchase of plot/flats in respondent's project named "TDI City" situated in district Sonapat. Builder Buyer Agreements (BBA) were executed between the parties during the years 2009 to 2013. Complainants have paid Rs.9,42,947/-, Rs.9,27,527/-, Rs. 9,83,524/-, Rs. 9,81,399/- and Rs.15,80,967/- against total sale consideration Rs. 21,71,564/-, Rs. 21,61,386/-, Rs. 21,61,386/-, Rs. 21,61,836/- and Rs.27,93,541/- in Complaint Case No.s 1333, 1334, 1336 1337 and 1092 of 2019 respectively. Their grievance is that the respondent has failed to deliver possession within the time stipulated in the BBA. So, they have prayed for refund of the already paid amounts along with interest.



3. Respondent filed a short reply seeking dismissal of the above titled complaints on the ground that this Authority has no jurisdiction for granting relief of refund as prayed therein. Judgement of cases decided by the Hon'ble Haryana Real Estate Appellate Tribunal on 02.05.2019 with lead case titled as "Sameer Mahawar Versus M.G. Housing Pvt. Ltd." was cited in support of the objection so raised. Such objection is however no more tenable because HRERA Rules have been amended by the Government and the Authority has already been vested by Rule 28 (2)(k) to deal with the matters concerning refund of the amount already paid to the promoter.

4. Learned Counsel for the respondent on the previous date of hearing sought adjournment to settle the matters amicably with the complainants failing which he was directed to file his replies on merits with an advance copy to the complainants. The respondent has thereafter issued letters dated 25.09.2019 to the complainants offering them alternative units. The copy of letter dated 25.09.2019 is placed on record and it reveals that particulars of the units being offered in substitution of booked units are not disclosed to the complainants in order to enable them to make a decision whether or not the same is acceptable to them. So, the offer in fact is, no offer in the eyes of law. That apart, learned counsel for the complainants has categorically submitted that none of the complainants is willing to shift to an alternative unit and their prayer is for refund of the already paid amount.





5. Faced in the aforesaid situation, learned counsel for the respondent toady seeks an adjournment for filing a reply on merits. The Authority is of the considered opinion that no useful purpose will be served by allowing an opportunity to respondent for filing a reply because the respondent in the letter of offer has categorically mentioned that he is not in a position to offer possession of booked properties to complainants. If so, no option is left with the Authority except to grant the relief of refund to the complainants because the agreed date fixed in the buyers agreements for delivery of possession had lapsed more than six years ago and the complainants are not ready to shift to the alternative units. Accordingly, the complainants are held entitled to the refund of the amounts already paid to the respondent along with interest as prescribed by rule 15 of HRERA Rules.

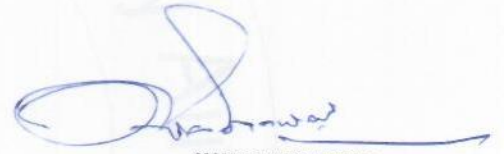
6. The complainants as earlier indicated, are claiming that they have paid Rs.9,42,947/-, Rs. 9,27,527/-, Rs. 9,83,524/-, Rs. 9,81,399/- and Rs. 15,80,967/- in complaint Nos. 1333, 1334, 1336, 1337 and 1092 of 2019 respectively. This fact is evident from the statement of accounts issued by the respondent, copies of which have been attached with the complaints. So, the Authority observes that the complainants are entitled to the refund of Rs.9,42,947/-, Rs. 9,27,527/-, Rs. 9,83,524/-, Rs. 9,81,399/- and Rs. 15,80,967/- in complaint Nos. 1333, 1334, 1336, 1337 and 1092 of 2019 respectively along with interest at the rate stipulated under Rule 15 of the HRERA Rules, 2017.



7. Cases are disposed of and after uploading the order on the website of the Authority, files be consigned to the record room.



RAJAN GUPTA  
[CHAIRMAN]



ANIL KUMAR PANWAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]