



Complaint No. 1425 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1425 OF 2019

Anand Kumar Jolly

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 14.11.2019

Hearing: 3rd

Present: - Complainant in person

Ms. Rupali S. Verma, Counsel for the respondent

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. Complainant's case is that in October 2009, he booked a three BHK flat in a project named 'Parsvnath Paradise, Kundli, Sonipat' being developed by the respondent. Complainant had paid Rs. 4,91,500/- till March 2010 and accordingly, respondent issued provisional allotment letter dated

03.11.2009 allotting flat bearing no. B-14-303. Since, there was no construction at site, so complainant requested respondent to cancel his booking and refund the amount already deposited. Not willing to refund the amount, respondent further demanded Rs. 67,345/- on the pretext of shifting his allotment to flat bearing no. A-196-G in 'Parsvnath Elite Floors, Dharuhera'. Said amount was duly paid by the complainant on 01.04.2010 as he was left with no other option other than to fulfil the demands made by the respondent, hoping that he would get possession of his flat.

Accordingly amount already deposited by him was adjusted against the payment of alternate flat. Therefore, he had paid Rs. 5,58,845/- against basic sale price of Rs. 27,94,225/- till April 2010. Respondent was required to hand over possession within 24 months with a further grace period of 6 months as per FBA executed between the parties on 22.04.2010. The period for delivery of possession had already been expired but he did not get offer of possession. He then visited the site and was shocked to see that there was no construction at site where his flat was located. So, in January 2014 he wrote a letter to the respondent enquiring about delay in construction. Respondent vide letter dated 11.05.2015 forced him to surrender his allotment and offered an amount of Rs. 8,13,611/- vide cheque bearing no. 854281 dated 02.05.2015. Said offer was not acceptable to him, so he returned the cheque and requested respondent to hand over possession of the flat.



Complainant states that it's been almost 9.5 years from date of execution of FBA but there is no construction at site, therefore he has approached this Authority seeking relief of possession along with interest and compensation.

2. Learned counsel for respondent avers that respondent had refunded deposited amount of Rs. 5,58,845/- to complainant along with interest calculated @10% p.a. amounting to Rs. 8,13,611/- through cheque dated 02.05.2015 showing his bonafide intention but the same was returned by the complainant. Respondent denies that the flat was shifted without consent of the complainant rather it was done with complainant's own volition. Further, delay in completing the project is not intentional, rather it was due to various 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 possession of flats to the respective buyers. Respondent is also willing to offer an alternate property to the complainant subject to mutual consent of both parties and availability of alternate flat.

3. Considering the written and verbal pleading of both parties, Authority observes that respondent has already shifted flat of the complainant from one project to another on the pretext that it would be completed sooner and again pleaded to offer an alternate flat to the complainant. Such conduct



of the respondent itself proves that he has no intention to complete the project and hand over possession of the booked unit to the complainant. Further, complainant has only made part payments to respondent and looking into the status of project, it doesn't appear to Authority that the project will see light of the day. So, Authority finds it to be a fit case to allow refund in favor of the complainant.

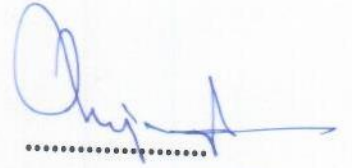
4. Hence, Authority directs respondent to refund amount of Rs. 5,58,845/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % from the date amounts were paid till today. In view of above formula, total amount to be paid to the complainant is Rs.11,49,489/- as per detail given below in the table:

S.No.	Principal Amount	Date of payment	Interest Accrued till 14.11.2019	TOTAL
1.	Rs. 1,50,000/-	27.10.2009	Rs. 1,57,566/-	Rs.3,07,566/-
2.	Rs. 46,500/-	16.11.2009	Rs. 48,580/-	Rs. 95,080/-
3.	Rs. 1,47,500/-	09.01.2010	Rs. 1,67,229/-	Rs. 3,14,729/-
4.	Rs. 1,47,500/-	04.03.2010	Rs. 1,49,535/-	Rs. 2,97,035/-
5.	Rs. 67,345/-	01.04.2010	Rs. 67,734/-	Rs. 1,35,079/-
Total	Rs. 5,58,845/-		Rs. 5,90,644/-	Rs. 11,49,489/-



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.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]