



Complaint no. 879/19

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 879 OF 2019

Ram Gopal Sehgal and Anr.

....COMPLAINANTS

VERSUS

Ansal Properties & Infrastructure Ltd.

....RESPONDENT

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

**Chairman
Member
Member**

Date of Hearing: 27.11.19

Hearing: 3rd hearing

Present: - Sh. Ashish Bakshi, Counsel for complainants

Sh. Sunny Tyagi, Counsel for the respondent

ORDER (DILBAG SINGH SIHAG- MEMBER).

1. Complainants' case is that they booked an apartment no. 0114-B-0213, measuring 1335 sq. ft. from the respondent in his project named "Europa Residency", Sushant City, Kundli, Sonapat, Haryana vide his application dated 30.09.09. The builder buyer agreement was executed between the parties on 04.11.09. In the year 2012, respondent apprised the complainants that their flat

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had been changed from 0114-B-0213 to G-304 and area of the flat had been increased from 1335 sq. ft. to 1701.2 sq. ft. sq. The complainants had to pay Rs. 3,46,018/- extra due to increase in area. Complainants raised the objection with regard to increase in area but respondent assured the complainants that it will be settled in near future or at the time of delivery of possession but the same could not happen. Total sale price of the flat was Rs. 28,36,750/- against which Rs. 16,08,963/- had already been paid by the complainants.

As per agreement, respondent promised to deliver possession of the apartment within thirty-six months with a grace period of ninety days from the date of agreement which comes to 04.02.13 but respondent had failed to handover possession till date. Complainants alleged that there was no construction at the site nor completion or occupation certificate has been obtained by the respondent. So, complainants sent a legal notice dated 06.02.19 to the respondent, requesting him to refund the paid amount but respondent did not bother to reply. It is worth mentioning here that respondent had failed to develop the project and handover possession of the flat even after lapse of ten years since the date of booking. In view of the above facts, complainants pray for refund of Rs. 16,08,963/- along with interest.

2. On the other hand, respondent submitted that present complaint involves relief of compensation and interest and the same is only maintainable before the Adjudicating Officer. He, further, submitted that excavation work has been started but construction work was stopped due to reasons beyond the

control of respondent. He submitted that he is ready to allot an alternate apartment to the complainant in his other project named Shree Vardhman Gardenia, Sector 10, Sonapat or Ushay Tower, Sector 61, Sonapat.

3. Learned counsel for the complainants opposed his proposal by turning down the offer of alternate apartment in another project. He clearly and categorically stated that complainants only pray for relief of refund.

4. Authority observes that plea raised against the maintainability of the complaint is no more tenable in view of Rule 28(2)(k) of Haryana Real Estate (Regulation and Development) Amendment Rules, 2019 which has since been incorporated vide Haryana Government notification dated 12.09.19 and the Authority has been, thereby, conferred the jurisdiction for deciding relief of refund.

5. The Authority, further, observes that respondent is offering an alternate apartment in a different project to the complainant. Such conduct of the respondent itself proves that he has no intention to complete the project in which the complainants booked his apartment. The offer of alternate apartment is not acceptable to the complainants. In view of the above, the Authority allows refund of Rs. Rs. 16,08,963/- to the complainants along with interest as prescribed in Rule 15 of the HRERA Rules, 2019.

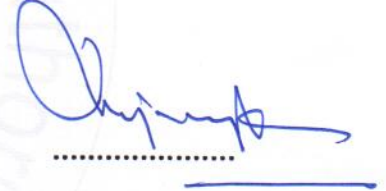
6. Interest shall be calculated from the date of payments made by the complainants up to the date of uploading of this order on the website of the



Authority. The complainants may file their claims before the respondent in the format given below:

Date of Payment made to the respondent	Amount Paid	Year/ Months/Days for which interest is payable. (calculated upto the date of uploading of this order)	Rate of interest in accordance with Rule 15 prescribed HRERA Rules 2019	Amount of Interest payable	Total Amount payable = Principal amount + Interest
Grand Total					

The complaint, accordingly, is **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]