



Complaint Nos. 1113,1117,1118,1158,2356 of 2019

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### 1. COMPLAINT NO. 1113 OF 2019

Bharat Bhusahan Aggarwal

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

### 2. COMPLAINT NO. 1117 OF 2019

Sushil Kumar Jain

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

### 3. COMPLAINT NO. 1118 OF 2019

Sushil Kumar Jain

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

### 4. COMPLAINT NO. 1158 OF 2019

Babita Jain

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**5. COMPLAINT NO. 2356 OF 2019**

Pushpa Devi Rastogi

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM: Rajan Gupta  
Anil Kumar Panwar**

**Chairman  
Member**

**Date of Hearing:** 07.11.2019

**Hearing:** 3<sup>rd</sup> (in complaint nos. 1113,1117,1118,1158 of 2019)  
1<sup>st</sup> (in complaint no. 2356 of 2019)

**Present:** - Mr. Vikasdeep, Counsel for the complainants  
Ms. Rupali S. Verma, Counsel for the respondent

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

1. All the above-mentioned complaints were taken up together for hearing because all these complaints are directed against the same project and issues involved therein are also similar. Complainants had booked plots in respondent's project named 'Parsvnath City, Sonapat'. They have already paid approximately fifty percent amount against the total sale consideration of the



plots. Booking of the plots was done during the years 2004 and 2005 but neither any plot buyer agreement has been executed nor any allotment has been made by the respondent till date. Learned counsel for the complainant states that it's been almost 15 years from date of booking of the plots but the project is not yet complete and there is even no possibility of it being completed in near future. So, he has approached this Authority seeking refund of amount already deposited along with interest and compensation.

2. The complainants as per their averments have already paid an amount of Rs. 5,62,500/-, Rs.7,25,000/-, Rs. 7,90,000/-, Rs. 12,55,000/-, Rs.8,25,000/- in complaint case nos.1113, 1117, 1118, 1158 and 2356 of 2019 respectively. The details of the payments so made were mentioned as under: -

**Complaint No. 1113 of 2019 – Bharat Bhushan Aggarwal Versus M/s Parsvnath Developers Limited:**

S. No.	Date of amount paid	Amount	Mode of payment
1.	05.06.2004	Rs. 1,50,000/-	Cash
2.	24.12.2005	Rs. 3,75,000/-	Pay order no. 107675
3.	03.12.2007	Rs. 37,500/-	Pay order no. 038379

**Complaint No. 1117 of 2019 – Sushil Kumar Jain Versus M/s Parsvnath Developers Limited:**

S. No.	Date of amount paid	Amount	Mode of payment
1.	03.08.2004	Rs. 2,25,000/-	Cheque no. 767282
2.	03.01.2006	Rs. 1,25,000/-	Cheque no. 118133

3.	03.01.2006	Rs. 1,25,000/-	Cheque no. 118134
4.	12.01.2006	Rs. 2,50,000/-	Cheque no. 118135

**Complaint No. 1118 of 2019 – Sushil Kumar Jain Versus M/s Parsvnath Developers Limited:**

S. No.	Date of amount paid	Amount	Mode of payment
1.	09.09.2004	Rs. 2,75,500/-	Pay order no. 960677
2.	10.02.2006	Rs. 4,64,500/-	Cheque no. 106419
3.	15.07.2010	Rs. 50,000/-	Cash

**Complaint No. 1158 of 2019 – Babita Jain Versus M/s Parsvnath Developers Limited:**

S. No.	Date of amount paid	Amount	Mode of payment
1.	17.02.2005	Rs. 1,50,000/-	Cheque no. 052676
2.	17.02.2005	Rs. 1,50,000/-	Cheque no.052677
3.	17.02.2005	Rs. 2,25,000/-	Cheque no. 052678
4.	17.03.2005	Rs. 2,25,000/-	Draft no. 429884
5.	19.01.2006	Rs. 5,05,000/-	Cheque no. 019759

**Complaint No. 2356 of 2019 – Pushpa Devi Rastogi Versus M/s Parsvnath Developers Limited:**

S. No.	Date of amount paid	Amount	Mode of payment
1.	14.02.2005	Rs. 4,12,500/-	Cheque no. 156501
2.	20.01.2006	Rs. 4,12,500/-	Pay order



3. The respondent has not disputed any of the payments detailed above except of Rs. 2,25,000/- which complainant Babita Jain has shown paid vide draft no. 429884 dated 17.03.2005. According to respondent, the draft in question was dishonoured. To prove alleged bouncing of draft, the respondent has relied on copy of customer ledger attached with his reply. Since, the ledger was a document created by document himself, it will not be safe to treat it as a valid proof about dishonouring of draft. The respondent should have rather produced the memo issued by concerned bank about dishonouring of the draft, which he has not produced for the reasons best known to him. As a matter of fact, there is a presumption that the concerned bank had prepared the draft only after receiving the full amount from the complainant and such draft on presentation to the concerned bank was honoured in routine. So, there is no scope to hold that the respondent has not received the amount of draft and the Authority will therefore reject the respondent's plea on the point that he has not received the amount of Rs. 2,25,000/-.

4. Learned counsel for the respondent has argued that the project could not be completed because of some issues with the government due to acquisition of some part of project land and his client is ready to accommodate the complainants by allotting them plots in some other projects of the respondent situated at Panipat, Rajpura and Indore. Learned counsel for the



complainants submits that his clients are not willing to accept alternative plots elsewhere.

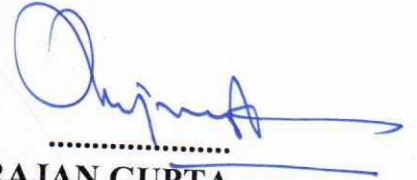
5. In the aforesaid situation when the complainants are not willing to accept the alternative plots, the Authority has enquired from the respondent's counsel about the present status of the project. Learned counsel has stated that respondent is not in a position to offer possession of the booked plots. So, the Authority is of the considered opinion that the complainants are entitled to refund of the amounts already paid to the respondent as detailed out in the table mentioned in para 2 of the order.
6. Learned counsel for the respondent has argued that some of the complainants are not original allottees and therefore, they should be allowed interest on the paid amount only from the dates on which they had purchased rights of the original allottees. The Authority regrets its inability to accept this contention because the complainants being purchaser of the rights of original allottees are to be treated assignees of all rights which were earlier vesting in the original allottees. In other words, they have stepped into the shoes of the original allottees and therefore, they are entitled to interest from the dates the original allottees were entitled and not from the dates on which the rights were transferred in their names by the original allottees.
7. In view of the above discussions, the complainants are entitled to refund of the paid amount along with interest as prescribed in Rule-15 of the





HRERA Rules, 2019 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2%. Such interest shall be calculated from the date of payments were made to the actual date refund made by the respodnent. 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.

8. All the complaints are, accordingly, **disposed of**. Files be consigned to the record room and order be uploaded on the website.



RAJAN GUPTA  
[CHAIRMAN]



ANIL KUMAR PANWAR  
[MEMBER]