



Complaint no. 1116/19

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1116 OF 2019

Shyam Sunder Mittal

....COMPLAINANT

VERSUS

Ansal Properties & Infrastructure Ltd.

....RESPONDENT

CORAM: Rajan Gupta

Chairman

Anil Kumar Panwar

Member

Dilbag Singh Sihag

Member

Date of Hearing: 26.11.19

Hearing: 4th hearing

Present: - Sh. Vikasdeep, Counsel for complainant

Sh. Sunny Tyagi, Counsel for the respondent

ORDER (RAJAN GUPTA- CHAIRMAN)

1. The Authority had heard this matter at length on 22.08.19. After hearing both the parties, the Authority had directed the complainant to prove his locus standi for institution of this complaint since several years have been elapsed since the date of booking and allotment of the unit had already been cancelled by the respondent for non-payment of instalments by the complainant. He was also asked to apprise the Authority as to whether he had availed any legal remedy to redress his grievances during these years.

2. Today, Sh. Vikasdeep, Counsel for the complainant appeared before the Authority and stated that complainant had filed a consumer complaint before the Learned Consumer District Forum, New Delhi, however, same was dismissed on 07.09.17 for the reason of non-prosecution by complainant. He, further, stated that the booking amount of Rs. 2,50,000/-was taken by respondent on 25.08.05, however, receipt of the same was issued on 07.08.06. Therefore, the booking amount was taken prior to date of license of the colony which is illegal and unjustified. The complainant did not make any further payments because the project was not being developed as per schedule and was being delayed considerably.

3. The respondent submitted that since present complaint involves relief of compensation and interest, therefore, this complaint is only maintainable by the Adjudicating Officer. The project, in question, had been completed long back and this complaint is time barred. The respondent, further, submitted that it



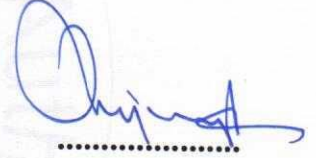
was clearly mentioned in the builder buyer agreement that timely payment of instalments is the essence of contract, failing which the entire amount of earnest money deposited by complainant shall be forfeited. Respondent, further, alleges that many demand letters, notices and reminders (annexed as annexures R-1 to R-3) were sent to the complainant for payments but complainant failed to pay any amount. Due to this reason, respondent cancelled the allotment and forfeited the earnest money paid by complainant. He, further, submitted that license of the colony was obtained by respondent on 14.06.06 and booking of the unit was done on 07.08.06. The builder buyer agreement was executed between the parties on 08.01.07. Therefore, the contention raised by complainant that booking was done before obtaining license is false and baseless.

4. The Authority, in view of the above, observes and orders as follows:-
- (i) Regarding the plea of lack of jurisdiction of this Authority in dealing with this matter, the same is not admissible in view of the amended Haryana Real Estate (Regulation & Development) amendment Rules, 2019 as notified in the Haryana Government Gazette dated 12.9.2019. Accordingly, this Authority has jurisdiction to deal with this matter.
 - (ii) Present complaint is time barred because complainant had booked the unit in the year 2006 and thirteen years have elapsed since the date of booking. Due to non-payment of instalments by complainant, respondent cancelled the booking of the unit. As per clause 5(c) of the

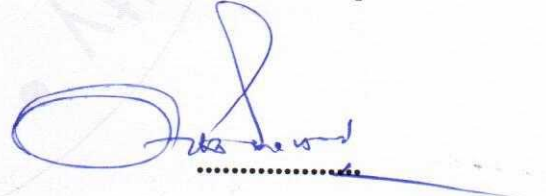


agreement, it is clearly stipulated by respondent that in case of delay in payment of instalments, the earnest amount paid by complainant will be forfeited. So, by virtue of agreement, respondent had rightly forfeited the earnest amount of Rs. 2,50,000/-. To redress this same grievance, complainant even approached the Hon'ble Consumer Forum, New Delhi but he failed to pursue the same due to which it was dismissed vide order dated 07.09.17. Accordingly, from the facts of the case, it is evident that complainant was lackadaisical. He neither made timely payments nor pursued his legal remedy.

In view of the above, the complaint is **dismissed**. Order be uploaded on the website of the Authority and files be consigned to the record room.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]