



Complaint no. 296/18

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 296 OF 2018

Satya Dev

....COMPLAINANT

VERSUS

M/s Arundev Buildtech Pvt. Ltd.

M/s KBSS Infrastructure Pvt. Ltd.

....RESPONDENTS

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 09.01.2020

Hearing: 12th hearing

Present: - Shri Ajay Kumar Singh, Counsel for the complainant

Respondents already exparte

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. This matter has been heard seven times earlier. Notice of complaint was successfully delivered to respondent no. 1 on 29.08.18 and to respondent no. 2 on 29.09.18. Dasti notice was also issued to the complainant to be served upon the

respondents on 30.10.18 but same could not be served as complainant stated that concerned official refused to accept the same.

To bring respondents on record, complainant filed an application for substituted service of notice by way of publication in local newspaper. Notice was published in "*Hindustan Times*", New Delhi on 23.02.19. But no one has appeared on behalf of respondents nor any reply has been filed by them till date. Therefore, the Authority decided to proceed with this matter ex-parte.

2. Complainant's case is that he booked a residential plot no. 2368 on 11.03.12 by paying a sum of Rs. 24,000/- to respondent no. 1 in a project named "Yamuna Vihar, Phase-2" situated at Jasana, Faridabad, Haryana. Till 28.09.14, the complainant had paid a sum of Rs. 3,03,000/- to respondent no. 1 in lieu of said plot. Respondent no.1 issued a finalization letter dated 14.10.14 to the complainant for registration and possession of the plot. To pursue the same, the complainant visited office of respondent no. 1 to get the plot registered and obtain possession of the same, but respondent no. 1 failed to provide possession of plot and stalled the matter on one pretext or the other.


Thereafter, respondent no. 1 introduced complainant to respondent no. 2 for booking of another plot to which complainant agreed. Respondent no. 2 made an agreement dated 21.11.17 with the complainant for registration of plot in a property at Faridabad and demanded a total payment of Rs. 6,20,000/-. Complainant paid the said amount to respondent no. 2 on 24.11.17. Then complainant visited office of respondent no. 2 for registration and possession of

the plot, but respondent no. 2 made false excuses and prolonged the matter. Till date, respondent no. 2 has not provided possession of plot to complainant.

Therefore, complainant prays for refund of Rs. 6,20,000 along with 18% interest, cost of litigation and any other relief that Authority may deem fit.

3. The Authority observes that the jurisdiction of this Authority extends to the projects which are duly approved by the competent Authorities and according to the information available in the project section of this Authority, no license has been granted in the name of Arundev Buildtech Pvt. Ltd by DTCP to develop any colony in Faridabad. Moreover, no information in respect of site being developed by them is available in the office record. Despite several opportunities, the complainant has failed to prove that there was a binding agreement between the complainant and respondents for allotment of a particular plot. in view of the above, the present complaint stands **dismissed**.

Disposed of. Order be uploaded on the website and files be consigned to the record room.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SĪHAG
[MEMBER]