



Regulation No. 227 of 2020, 39, 799, 907, 908,
5, 107, 2599, 2841, 2889, 505 of 2019 &
of 2018

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 227 OF 2020

Baljeet Singh

....COMPLAINANT

VERSUS

TDI Infrastructure Pvt. Ltd.

....RESPONDENT

COMPLAINT NO. 39 OF 2019

Shelly Goyal Jain

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 799 OF 2019

Sheetal

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 907 OF 2019

Rakesh Kumar

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 908 OF 2019

Joginder Singh

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 1106 OF 2019

Vinod Kumar Mahajan

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 1107 OF 2019

Rita Mahajan

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

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COMPLAINT NO. 2599 OF 2019

Rajni Aggarwal Singla

...COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 2841 OF 2019

Suresh Sridhar

...COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 2889 OF 2019

Muneesh Kumar Jetly

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

COMPLAINT NO. 505 OF 2019

Vineet Gupta

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT



COMPLAINT NO. 930 OF 2018

Anita Goel

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENTS

& M/s Intime Infrastructure Ltd.

CORAM: Anil Kumar Panwar
Dilbag Singh Sihag

Member
Member

Date of Hearing: 05.03.2020

Hearing: 1st in In Complaint No. 227 of 2020.
9th in Complaint No. 39 of 2019.
7th in Complaint No. 799 of 2019.
7th in Complaint No. 907 & 908 of 2019.
6th in Complaint No. 1106 & 1107 of 2019.
4th in Complaint No. 2599 of 2019.
3rd in Complaint No. 2841 of 2019.
2nd in Complaint No. 2889 of 2019.
13th in Complaint No. 930 of 2018.
6th in Complaint No. 505 of 2019.

Present: -

None for the complainant.
(In Complaint No. 227 of 2019 & 2599 of 2019).
Mr. Animesh Goel, Counsel for the complainant.
(In Complaint No. 39 of 2019).
Mr. Gaurav Gupta, Proxy Counsel for the complainant.
(In Complaint No. 799, 1106, 1107 of 2019).
Mr. Praveen Kumar, Counsel for the complainant.
(In Complaint No. 907 & 908 of 2019).
Mr. Arjun Dhingra, Counsel for the complainant.
(In Complaint No. 2841 of 2019).

Complainant in person in Complaint No. 2889 of 2019.
Ms. Megha Gupta, Counsel for the complainant.
(In Complaint No. 930 of 2018).
Mr. Sandeep Kumar, Counsel for the complainant.
(In Complaint No. 505 of 2019).
Mr. Shubhnit Hans, Counsel for the respondent.

ORDER (DILBAG SINGH SIHAG-MEMBER)

1. In order to highlight, nature of the captioned complaints and grievances of the complainants, brief facts of the captioned complaints are given as follows:

i). In Complaint no 227 of 2020, original allottee i.e. mother of the complainant had booked a plot no. J-497, measuring 250 sq. yds. in "TDI City" at Kundli, Sonapat in August, 2005. After death of his mother on 13.10.2015, he stepped into her shoes. Basic sale price of plot was Rs.19,37,500/-. He has already paid Rs.24,82,828/-. Respondent has not executed any builder buyer agreement with him till date. Complainant is aggrieved on the ground that after about twelve years from the date of booking, on 11.12.2017, respondent disclosed that original plot J-497 not available at site, he is ready to offer alternate plot. Complainant refused to accept alternate plot because they were either oversize or out of budget or not situated at good location.



Therefore, complainant is seeking refund of the amount paid by him till date i.e. Rs. 24,82,828/- along with interest.

ii). In Complaint no 39 of 2019, original allottee had booked a Villa No. L-341, measuring 250 sq. yds. in "TDI City" at Kundli, Sonapat in Nov, 2005. Respondent had promised to handover possession of the villa by end of February, 2009, after completion of supporting development works and the basic amenities. Villa was transferred by the respondent in favour of the complainant on 07.05.2010. Complainant has paid Rs. 15,60,625/- out of total cost of Rs. 36,20,750/-. Her grievance is that respondent has failed to deliver the possession of the villa, therefore she is seeking refund along with interest.

iii). In Complaint no 799 of 2019, complainant had booked a commercial plot in 2005 in "TDI City" at Kundli, Sonapat. She was allotted plot no. KC-1/27, measuring 204 sq. yds. on 21.09.2006. Basic sale price of plot was Rs. 26,00,000/-. She has already paid Rs. 31,40,376/-. Respondent had assured her delivery of the plot within 36 months of booking. Complainant is aggrieved on the ground that after about thirteen years from the date of booking, respondent vide letter dated 22.08.2017, offered her plot no. LC-2/35. Complainant refuses to accept alternate plot and states that respondent is offering alternate plot

because he does not have the ownership rights of the allotted plot. Respondent's plea is that the plot was changed on request of complainant. Complainant is seeking refund of Rs. 31,40,376/- along with interest.

iv). In Complaint nos.907 & 908 of 2019, complainants had booked independent floors bearing No. B-29/28-FF & B-29/29-FF, measuring 897 sq. ft at TDI City, Kundli, Sonapat. Letter-cum-Offer of Allotment was issued to them on 25.01.2010. Independent Floor Buyer's Agreement were executed on 24.03.2010. Out of total cost of Rs. 21,07,021/- & Rs. 20,92,374/- respectively, complainants have already made a payment of Rs. 18,88,597/- & Rs. 18,90,008/- respectively. As per agreement, respondent had to hand over the possession of the floor to the complainants by 24th September, 2012. Complainants are aggrieved on the ground that the respondent has failed to hand over the possession despite of lapse of about eight years from the deemed date of delivery of possession. Therefore, the complainants are seeking refund of Rs. 18,88,597/- & Rs. 18,90,008/- respectively along with interest.

v). In Complaint nos.1106 & 1107 of 2019, the complainants had booked plots at TDI City, Kundli, Sonapat in Oct & Aug, 2005, respectively. Plot No. H- 348 & 349, measuring 500 sq. yards, were

allotted to them vide Allotment letter in Jan, 2006. Respondent had assured them delivery of the plots within 24 months of booking after carrying out all development works. Complainants are aggrieved on the ground that even after ten years of booking, respondent had informed them that the original plots are not available. Therefore, complainants are seeking refund of Rs. 43,45,000/- along with interest. Respondent has stated that that alternate plots have been offered to them in the year 2018 but complainants have not responded.

vi). In Complaint no 2599 of 2019, complainant had booked a residential plot in 2005 in "TDI City" at Kundli, Sonapat. She was allotted plot no. B-B13/8, measuring 350 sq. yds. vide Allotment letter 23.06.2005. Out of total cost of Rs. 23,53,225/- she has already paid Rs. 20,65,000/-. Respondent had assured her delivery of the plot within 48 months of booking. Complainant is aggrieved on the ground that even after fifteen years from the date of booking, respondent has failed to offer possession of her plot. Therefore, complainant is seeking refund of Rs. 20,65,000/- along with interest.

vii). In Complaint no 505 of 2019, complainant had booked a residential plot in 2005 in "TDI City" at Kundli, Sonapat. He was allotted plot no. L-589, measuring 500 sq. yds. vide Allotment letter 10.12.2005. Out of total cost of Rs. 31,11,875/- he has already paid Rs. 32,98,713/-. As per

agreement dated 15.03.2007, respondent had to execute sale deed within reasonable time. Complainant is aggrieved on the ground that even after lapse of fifteen years from the date of booking, respondent has failed to offer possession of plot. Therefore, he has made an alternate prayer seeking either refund of Rs. 32,98,713/- along with interest or possession of the plot along with delay compensation.

viii). In Complaint no 2841 of 2019, complainant's father was allotted plot no. F-475 measuring 350 sq. yds. on 07.01.2006. Plot was duly transferred to him on 23.07.2010. He has paid Rs. 13,91,250/- till date. Complainant is aggrieved on the ground that even after twelve years from the date of booking, respondent has failed to offer possession of the original plot. Respondent has offered alternate plot vide letter dated 15.11.2017, which is not acceptable to him. Therefore, he is seeking refund of Rs. 13,91,250/- along with interest.

ix). In Complaint no 2889 of 2019, complainant booked a unit in 2009, in TDI City, Kundli. He was allotted floor no. B-29/32 SF on 02.02.2010. Out of total cost of Rs. 20,50,000/- he has already paid Rs. 19,77,174/-. As per agreement dated 05.04.2010, unit was to be handed over by 06.10.2012. Now, after a lapse of time of ten years from the date of booking, complainant does not require the unit, therefore, he is seeking refund of Rs. 19,77,174/- along with interest.

Thus, in all the present complaints, complainants are seeking refund of the amount already paid to the respondent for purchase of their respective plots/unit.

2. Learned counsel for respondent is seeking some time to settle the matters amicably. He says that the respondent is willing to offer good alternative units/plots to the complainants. All the complainants have also shown their willingness to settle the cases.

3. Learned counsel for complainant in complaint no. 930 of 2018 has today filed objections to revised statement of account.

4. As per the Haryana Real Estate (Regulation and Development) Amendment Rules 2019, the relief regarding refund matters in terms of Rule 28(2)(k) is to be dealt with by Real Estate Regulatory Authority. However, in writ petition no. CWP-34244 of 2019 titled Wg. Cdr. Sukhbir Kaur Minhas Versus State of Haryana and Others, the Hon'ble Punjab and Haryana High Court vide order dated 25.11.2019 has stayed the operation of the said rules which is now listed for hearing on 22.04.2020.

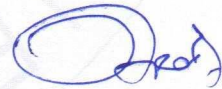
5. In these circumstances, respondent is directed to issue in writing offer of two to three alternative units/plots to the complainants by 24.03.2020 and also arrange the site visit of alternative units/plots of the complainants on 04.04.2020 & 05.04.2020 (to be mentioned in their offer letters). Respondent



shall also inform the complainants through their offer letter the date of site visit of unit/plot and the contact details of the concerned representative of the respondent with whom they can contact and meet for such visit. Respondent shall keep handy all relevant documents including the latest approved layout /demarcation plan in case of plotted colony and approved detailed building plan in case of floors/apartments to ascertain various details qua their plot/unit by the complainants. Respondent is further directed to issue statement of accounts to all the complainants along with offer of alternate plots/ units.

In case of settlement, respondent shall file the settlement deeds in all the settled cases before the next date of hearing, otherwise all the matters will be decided on merits subject to the outcome of the aforementioned writ petition pending before the Hon'ble Punjab & Haryana, High court.

Adjourned to 30.04.2020



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ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]