

**HARYANA REAL ESTATE REGULATORY AUTHORITY,  
PANCHKULA.**

Complaint No. RERA-PKL-585 of 2018

Sharad Avasthi. ...Complainant.

Versus

M/s Pivotal Infrastructure Pvt. Ltd. ...Respondent.

**Date of hearing:-** 14.11.2018

**Coram:-** Shri Rajan Gupta, Chairman.  
Shri Anil Kumar Panwar, Member.  
Shri Dilbag Singh Sihag, Member.

**Appearance:-** Shri Denson Josem, Advocate for complainant.  
Shri Rohan Gupta, Advocate for respondent.

**ORDER:-**

1. The complainant booked a flat in a Real Estate Project named "Ansal Royal Heritage" situated in Sector-70, Faridabad and it is not a matter of dispute between the parties that the complainant had already received the possession of the flat and its conveyance deed has since been registered in his favour on 24.02.2018.
2. The complainant has approached this Authority with three grievances, namely, (i) the respondent has not compensated him for 38 months delay which was there on his part to handover the possession (Deemed date of possession



was 28.09.2014 and the actual date of delivery of possession was 07.12.2017); (ii) the respondent has illegally charged Rs. 2,89,710/- as enhanced EDC, Rs. 72,745 as VAT and Rs. 99,593/- as service tax; (iii) the respondent had charged exorbitant fee of Rs. 2,50,282/- for transferring the flat in his name in place of the original allottee.

3. The respondent's plea, in essence, is that every dispute between the parties concerning payable and receivable amounts was finally settled between them before execution of the conveyance deed and the complainant had acknowledged the said settlement vide an affidavit which is annexed by the respondent with his reply as Annexure R-6.


4. The Authority after hearing the parties and going through the record finds merit in the respondent's plea that the complainant vide an affidavit referred above has fully and finally settled all the disputes concerning his liability to pay and receive dues. The complainant in affidavit Exhibit Annexure R-6 on 20.12.2017 has made the following declaration in Para-5 thereof.


*"That in furtherance thereof, I am/we are hereby giving an undertaking that all my/our claims against the company including but not limited to my/our claim demanding penalty for delay in delivering the physical possession of the allotted unit, interest on the amounts paid, claim regarding refund of enhanced EDC payable to the company and any other claim of my nature whatsoever nature, qua the allotted unit have been fully and finally settled mutually between us and now nothing more remains to be payable by me/us to the company, in respect of any penalty, interest outstanding."*




5. The above declaration of the complainant was couched in such words that the settlement arrived with the respondent was inclusive of and not merely limiting to complainant's claim regarding penalty for delay in delivering physical possession of the allotted unit, the interest on the amount paid, claim of enhanced EDC and also regarding any other claims whatsoever in respect of purchased unit/flat. After having given such an affidavit in favour of the respondent on 26.12.2017, the complainant has paid a sum of Rs. 9,03,131.29P to the respondent. Such payment thus signifies that nothing was due towards the respondent and rather he was liable to pay to the respondent a sum of Rs. 9,03,131.29P so remitted by him. It was thereafter the complainant got the sale deed executed in his favour. So, in the face of complainant's declaration given vide affidavit (Annexure R-6) and subsequent payment made by the complainant vide Annexure R-9, annexed with the reply, there is no scope to hold that the respondent has not compensated the complainant for delayed period or he had charged illegal amount in the form of enhanced EDC, VAT and service tax or even as transferring fee.

6. Consequently, there is no merit in the complaint and the same is dismissed. File be consigned to the record room.

  
**Dilbag Singh Sihag**  
Member

  
**Anil Kumar Panwar**  
Member

  
**Rajan Gupta**  
Chairman