



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE ADJUDICATING OFFICER

COMPLAINT NO. 165 OF 2020

Madhukar Khosla s/o Sh. S.K. Khosla, resident of Birch Court 30, Nirvana Country, Sector-50, Gurugram.

....COMPLAINANT

VERSUS

M/S Parsvnath Developers Ltd., registered office at: Parsvnath Tower, Near Shahdara Metro Station, Shahdara, Delhi – 110032 through its Managing Director/ Authorised Signatory

....RESPONDENT

Date of decision: 07.08.2020

Hearing: 1st

Coram: Dr. Sarita Gupta

Present: - Mr. Sanjeev Kumar, Counsel for the complainant through video conference

Ms. Parul Chadha, Counsel for the respondent through video conference

Sarita Gupta

ORDER

1. In the present case complainant Madhukar Khosla booked a plot admeasuring 300 sq. yards in respondent's 'Present & Future Project' being developed at Sonipat and had paid advance money of ₹ 1,75,000/- to the respondent on 23.08.2004 for allotment of plot @₹3,600/- per sq. yard. It has been averred that the complainant had already paid ₹5,40,000/- to the respondent which forms fifty percent of the total sale consideration. The respondent had assured that the plot would be allotted within 6 months and possession would be offered within two years as the project would be launched very soon. Thereafter, complainant visited the project site several times but to his disappointment, there was no development at the site. He requested the respondent to execute the Plot buyer agreement but the same has not been executed till date even after payment of fifty percent of the total sale consideration. In November 2013, complainant met the representative of the respondent company who offered alternate plots to him in project namely 'Parsvnath Greens, Dera Bassi.' On visiting said site, it came to the notice of the complainant that the alternate plots offered to him were nether square nor rectangular and on request being made by him to allot any rectangular or square plot, respondent refused on the ground of non-availability of plots. Forced by circumstances, complainant vide email dated 22.11.2013 requested the respondent to allot her odd size plots in 'Parsvnath Greens, Dera Bassi'

but respondent did not allot any plot to him. Thereafter, complainant vide emails dated 11.09.2015 and 15.07.2019 requested the respondent to inform about the status of the plot but no response was received from the respondent. Hence, the complainant has filed the present case seeking relief of refund as almost 16 years have lapsed from the date of booking but the respondent has failed to allot any plot.

2. Respondent has not disputed the booking of 300 sq. yards plot by the complainant on 23.08.2004 and that he had already received a total sum of ₹5,40,000/- from the complainant till date. Further, the booking by complainant was merely an advance registration to avail inaugural discount and as per the clauses set out in his application form, he has agreed that in case the respondent company fails to allot plot for any reason whatsoever, he would not raise any other claim except for refund of the amount along with 10% interest. It was further pleaded that the complainant is bound by the above referred condition. Township in Sonipat was planned to be developed upon a number of pieces of land which were to be acquired from various farmers. However, land admeasuring 200 acres had been acquired by the Government out of those pieces and therefore, development of township at Sonipat in the planned manner was ruined. He had undergone litigation with the Government for withdrawal of acquisition but in vain.

3. Ld. counsel for the respondent states that respondent company is ready to refund the amount deposited by the complainant along with interest per clause (f) of Application form which is 10% p.a. Said clause is reproduced here for ready reference:

“Though the company shall try to make an allotment but in case it fails to do so for any reason whatsoever, no claim of any nature, monetary or other would be raised by me/us except that the advance money paid by me/us shall be refunded to me/us with 10% simple interest per annum.”


On the other hand, learned counsel for the complainant contended that he should be given interest as per Rule 15 of HRERA, Act.

4. After perusal of records and hearing the contentions of both the parties, it is observed that the respondent had been sitting over complainant's money for last 16 years and has failed to allot any plot till date. Hence, this is a fit case for refund. Respondent's contention to allow refund with simple interest @10%p.a. could not be accepted for the reason that the application form was submitted by the complainant prior to coming into force of RERA, Act and after its enforcement all the parties are bound by its provisions. Therefore, respondent is directed to refund amount of ₹5,40,000/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % from the date the amounts were deposited by the complainant till the date amount is actually paid by the respondent.

It is further directed that fifty percent of the total amount payable to the complainant shall be paid within 45 days from the date of uploading of this order and the remaining fifty percent in next 45 days, failing which it will attract further penal interest to be decided at a later stage.

5. With these directions, the case is **disposed of**. File be consigned to record room and order be uploaded on the website of the Authority.

Announced in open court
07.08.2020


DR. SARITA GUPTA
(Adjudicating Officer)

Note: This order contains five pages and all the pages have been checked and signed by me.


DR. SARITA GUPTA
(Adjudicating Officer)