



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE ADJUDICATING OFFICER

COMPLAINT NO. 164 OF 2020

Ritu Uppal w/o Sh. K.K. Uppal, resident of House no. M-12, Ground Floor,
Green Park Extension, new Delhi – 110016

....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 Ritu Uppal is deriving her rights through Sushma Jain who had booked a plot admeasuring 300 sq. yards in respondent's 'Present & Future Project' being developed at Sonipat. Sushma Jain had paid advance money of ₹1,75,000/- to the respondent on 23.08.2004 for allotment of plot @₹3,600/- per sq. yard. Sushma Jain had sold her booking rights to present complainant and endorsement of transfer of booking rights was made in her favour on 02.02.2006. It has been averred that Ritu Uppal and her predecessor-in-interest had already paid ₹5,40,000/- to the respondent which forms fifty percent of the total sale consideration. The respondent had assured at the time of endorsement 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 her disappointment, there was no development at the site. She 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 her 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 her were neither square nor rectangular and on request being made her 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 her. Thereafter, complainant vide emails dated 11.09.2015, 18.08.2018, 01.11.2018 requested the respondent to either allot the plot or refund the entire amount deposited by her along with interest but in vain. Hence, the complainant has filed the present complaint 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 original applicant Sushma Jain and subsequent transfer of booking rights to present complainant. He has also admitted that he had endorsed the booking rights in favour of present complainant Ritu Uppal on 02.02.2006 and that he had already received a total sum of ₹5,40,000/- from the complainant and her predecessors-in-interest till date. Further, the booking by original applicant was merely an advance registration to avail inaugural discount and the original applicant, as per the clauses set out in her application form, she has agreed that in case the respondent company fails to allot plot for any reason whatsoever, she would not raise any other claim except for refund of the amount along with 10% interest. It was further pleaded that the present complainant is bound by the above referred condition because she had also executed a document in

the form of an 'affidavit-cum-undertaking and indemnity' at the time of seeking transfer of booking rights in her favour. The respondent has further pleaded that 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 7 of 'affidavit cum undertaking and indemnity' furnished by the complainant and said offer is accepted by learned counsel for the complainant. Said clause is reproduced here for ready reference:


"That I agree that if I are not allotted any Plot in the 'Present and Future Projects,' then I will accept the refund of the deposited money with the Company alongwith simple interest @9% per annum from the date of Acceptance of our nomination by the company."

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. As the respondent has agreed to refund the amount with interest and the complainant has no objection to the rate of interest being

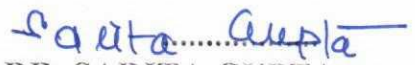
offered by the respondent, this case deserves to be disposed of in these terms. Therefore, respondent is directed to refund the amount of ₹5,40,000/- along with simple interest @9% p.a. from the date of acceptance of nomination i.e 21 December 2005 till the date amount is actually paid by the respondent. Respondent 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 the order and the remaining in next 45 days failing which it will attract further penal interest to be decided at a later stage.

5. With these directions, the complaint 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)