

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

Complaint No. RERA-PKL-363 of 2018

Sanjeev Sharma. ...Complainant.

Versus

M/s Universal Buildwell 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 Sanjeev Sharma, complainant in person.  
None for respondent.

**ORDER:**

The complainant had booked an apartment on 05.05.2006 in the respondent's project named "Universal Greens", Faridabad. Buyer's agreement was executed on 18.03.2012 and the complainant had already paid an amount of Rs. 18,24,848/- till 21.01.2015. The period to handover possession has already expired without actual delivery of possession, which was to be delivered within 42 months from the date of agreement i.e. by 18.09.2015. Respondent has also charged EDC/IDC and other charges from the complainant. One of the promoter has initiated proceedings for winding up of company which is pending



with NCLT. The project has not completed even after lapse of 12 years. The respondent has shut down his offices and no communication has been held with the complainant since long. So, the complainant is praying for refund of the paid amount alongwith interest from the date of actual payment.

2. Although the respondent has not appeared in this case despite his service effected on 03.10.2018, yet, it is pertinent to notice that the same respondent in respect of the same project in earlier bunch of cases disposed of vide order dated 21.08.2018 with lead case bearing Complaint No. 13 of 2018 – Om Parkash Versus M/s Universal Buildwell Pvt. Ltd. has opposed the prayer for refund by raising preliminary objection regarding jurisdiction of this Authority to deal with the complaint and further pleading that the project could not be completed due to circumstances beyond control. The Authority however, turned down the objection regarding jurisdiction in view of its earlier decision in complaint case No. 144 of 2018 – Sanju Jain Versus M/s TDI Infrastructure Limited, wherein, it was held that the Authority will have jurisdiction even in respect of such project for which part occupation certificate has been issued but the promoter has not fully discharged his obligation towards the allottees. Taking notice of the fact that the promoter has not carried out any work since 2014 and his license has alrdady lapsed, the Authority has allowed refund in favour of the allottees alongwith interest @ specified in Rule 15 of the Haryana Real Estate Regulatory Authority (HRERA) Rules, 2017.



3. So, this case is also disposed of in terms of the decision dated 25.10.2018 passed in Complaint No. 304 of 2018 directing the respondent to refund the already paid amount to the complainant alongwith interest at the rate prescribed in Rule 15 of HRERA Rules, 2017, by paying the amount in two instalments of which first instalment shall be payable within 30 days from the date of uploading of this order and the balance amount in the next 30 days, failing which the respondent shall be liable to pay penal interest of 18% on the outstanding amount.

4. The complaint is accordingly **disposed of** leaving the complainant at liberty to approach the Adjudicating Officer for compensation if any payable to him under the law. File be consigned to the record room.

  
**Dilbag Singh Sihag**  
Member

  
**Anil Kumar Panwar**  
Member

  
**Rajan Gupta**  
Chairman