

Complaint No. RERA-PKL-COMP. 20/2018

Date of hearing. On 23.07.2018, 6th Hearing.

Parties names. N.D. Sardana. ...Complainant

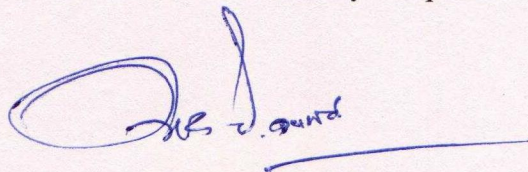
Versus

M/s Ansal Properties & Infrastructure Ltd. ...Respondent.

Present:- i) Shri Himanshu Raj, Advocate on behalf of complainant.
ii) Shri Rajesh Malik & Kamal Dahiya, Advocates on behalf of Respondent.

ORDER:-

This case is fixed for today in the cause list and the counsel for both the sides are present. While drawing the attention of the Authority to its order dated 03.07.2018 available on this file, learned counsel for the parties have rightly pointed out that the present case was in fact adjourned for today even though the referred order recites that the case had been disposed of on the last date of hearing. The Authority on checking the brief notes jotted on the cover page of file regarding summary of last date's proceedings, has observed that the case on 03.07.2018 was in fact adjourned for today and it was not finally disposed of. The Authority on going through the cause list of 03.07.2018 has observed that four cases were fixed on 03.07.2018 pertaining to the project which is even subject matter of this case and two of those cases viz. **Complaint No. 163 titled as Ashwani Verma Versus Ansal Properties and Infrastructure Limited and Complaint No. 143 titled as Charu Sachdeva Versus Ansal Properties and Infrastructure Limited** were finally disposed of on the said date and



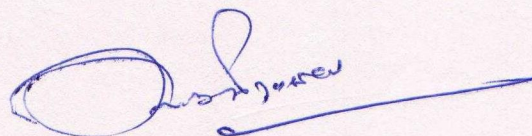
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remaining two cases were adjourned for today. However, an order signed on the same line has been inadvertently placed on the file of the present case, thereby projecting as if this case too has been disposed of. The present case even as per the remarks recorded in the cause list of 03.07.2018 was never disposed of. So, the Authority has heard the arguments of parties and is disposing of the present case afresh.

The grievance raised in the present complaint, in essence, is that the respondent despite having already received approximately 95% of the total consideration has not given him the possession of the purchased plot which was allotted to the complainant in 2011. So, the complainant has prayed for the refund of the amount already paid to the respondent alongwith interest and compensation.

The respondent on the last date of hearing placed on record a letter dated 06.06.2018 received by him from his client and it was stated therein that the respondents are ready to refund the amount alongwith simple interest of 9% per annum from the date of deposit till the date of its payment. However, the complainant was then willing to settle the matter only if the amount is refunded with interest @ 10% per annum. So, the case was adjourned for today as the respondent's counsel wanted to seek further instructions from his client about their willingness to refund with interest @ 10% per annum.

Today, the learned counsel for respondent states that his clients are no more willing to pay interest @ 9% per annum. However, the complainant's




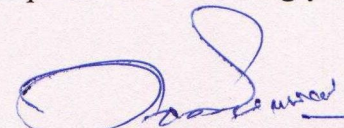
counsel states that his client is ready to accept refund with 9% interest. Considering the fact that the complainant due to non-delivery of possession within the time stipulated in buyer's agreement is entitled to refund alongwith interest. Considering that Rule 15 of the Haryana Real Estate (Regulation and Development), Act 2016 now entitles an allottee to be paid interest equivalent to State Bank of India highest marginal cost of lending rate plus 2%, which currently comes to around 10.45%. the Authority is of the opinion that the interest @ 9% per annum is most reasonable and just rate of interest.

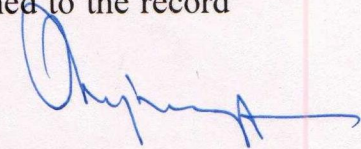
So, the claimant is allowed refund and respondent is directed to refund the amount already paid by him along with interest @ 9% per annum from the date the amount was deposited till its realization. The respondent shall pay the amount to the complainant within 45 days and in case the respondent commits default in complying with this direction, he shall entail the liability of paying penalty as may be imposed upon him under Section 63 of the Act.

It is made clear that this order will in no manner preclude the complainant from pursuing other remedies of claiming various compensations as he may be entitled, by filing a separate complaint to Adjudicating Officer as per provisions of Section 71 of the Act.

Complaint is disposed of accordingly and file be consigned to the record room.


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member


Rajan Gupta
Chairman.

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