



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 242 OF 2020

Baljit Singh

.... COMPLAINANT

Versus

M/s Ansal Properties and Infrastructure Ltd.

..... RESPONDENT

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Hearing: 4th

Date of Hearing: 16.12.2020


Present: - Sh. Shubhnit Hans, counsel for complainant

Sh. Ajay Ghangas, counsel for the respondent

ORDER (ANIL KUMAR PANWAR- MEMBER)

1. The facts averred in the complaint were already captured in the order dated 04.08.2020 and the relevant part thereof reads as under:

The complainant's case is that he booked apartment no. 0103-0-240501 measuring 1275 sq. ft. in respondent's project named 'Green Escape Apartments', Sonapat by paying booking amount of ₹2,50,000/- on 27.01.06. The builder buyer agreement was executed between the parties on 14.02.12 that is after delay of six years from the date of booking. The complainant had opted for construction linked payment plan. Total sales consideration of the apartment was ₹31,04,900/- and complainant had paid full consideration amount to respondent, however, neither complainant has mentioned in his complaint petition the dates when all the instalments were paid nor has he annexed any proof thereof. However, he has annexed a copy of customer ledger of the respondent according to which the amount of ₹ 31,49,758.96/- has been received from the complainant. As per the agreement, respondent had committed to deliver possession of the unit within 42 months along with grace period of six months from the date of agreement, which comes to 14.02.16. However, respondent had failed to deliver possession to complainant on the due date after which complainant lodged a complaint before the President of India on 20.06.18 for taking action against the respondent. Subsequent to that complaint, respondent approached complainant for withdrawal of the said complaint with a promise to compensate him for delay in giving possession of the apartment. On 24.07.18 i.e. after delay of 2 years and 5 months, respondent offered possession of apartment and paid compensation of ₹90,000/- to complainant. Now, the complainant submits that he is discontent with the amount of compensation. He also submits that respondent has failed to provide all amenities in the project as promised by him at the time of agreement. There is no green area in the project, no safety measures regarding fire, no rainwater harvesting facility as well as water supply is not proper.



In view of the above, complainant prays for giving compensation and interest on account of delayed possession, all amenities as promised, compensation for mental harassment and cost of litigation.

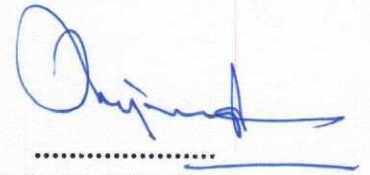
2. The respondent filed his reply on 16.03.2020 and raised an objection regarding the maintainability of the present complaint. His submission is that possession to the complainant was offered on 24.07.2018 along with compensation for delay in delivery of possession. Such offer was made after obtaining Occupation Certificate on 06.10.2016 from the concerned Department. Thereafter, a conveyance deed was also executed in favour of complainant and therefore, the complainant has now no subsisting claim against the respondent. The complaint is thus not maintainable and liable to be dismissed.

3. After hearing the parties, the Authority observes that the complainant was offered possession along with compensation and he had accepted the same. Not only this, he had subsequently also secured a conveyance deed in his favour. Nether had he raised any objection nor reserved any right for recovery of further amount from the respondent at the time of execution of conveyance deed. So, the respondent for all intent and purposes has discharged all his obligations towards the complainant. Re-opening of an already concluded contract between the parties, in these circumstances, is legally not permissible and will be rather against public policy. Viewed from this perspective, the Authority is of the considered opinion that the present complaint is liable to be dismissed.

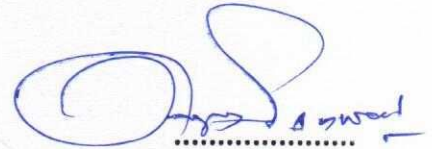


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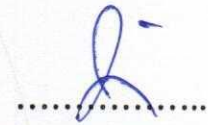
For the reasons recorded above, the complaint is dismissed. File be consigned to the record room and order be uploaded on the website.



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RAJAN GUPTA
[CHAIRMAN]



.....
ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAQ
[MEMBER]

