

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

1. Complaint. No. 744/2018- Himanshu Kuchhal
Versus
Suncity Projects Pvt. Ltd.

2. Complaint. No. 745/2018- Tanvi Kuchhal
Versus
Suncity Projects Pvt. Ltd

Date of Hearing: 18.12.2018

Coram: - Shri Rajan Gupta, Chairman.
Shri Anil Kumar Panwar, Member.
Shri Dilbag Singh Sihag, Member.

Appearance: - Sh. Sunny Dhull, Counsel for Complainants
Sh. Kamal Dahiya, Counsel for Respondent

ORDER:

1. The facts of the **Complaint no. 744 of 2018 Himanshu Kuchhal Versus Suncity Projects Pvt. Ltd.** have been taken into account for disposal of these two complaints.
2. In brief, the complainant's case is that he was allotted a unit no. G1302, super area of 1250 sq. ft vide allotment letter dated 10.10.13 and apartment buyer's agreement dated 10.10.13 by the respondent in



Project named "Suncity Heights", Rohtak, Sector 36, Haryana. Total sale consideration of the unit is Rs. 23,50,000/- and the complainant has already paid Rs. 22,27,875/- till date i.e. nearly 94.8% of the consideration amount. The respondent had committed to deliver the possession by October, 2017, but no possession has been offered till date. The project is only 60% complete and already there has been a delay of 1 year in delivering the possession of unit. The complainant prays for refund of the entire amount paid by him along with interest, compensation for mental agony and imposition of penalty on respondent.

3. The respondent's case is that the said Project against which this complaint has been filed is not registered with the Authority, hence, the Authority has no jurisdiction to entertain the complaint. Further, development of the said Project has been completed and the Occupation Certificate has also been granted to respondent by the Director Town and Country Planning Department, Haryana on 09.07.18. The respondent also stated that possession of the apartment has already been offered to the complainant on 18.07.18. Now, the unit is ready for possession and complainant cannot be permitted refund of the money more so when the complainant himself has been defaulted in making timely payments of instalments.



4. The Authority observes that this is not a fit case for refund as the Project is complete and occupation certificate has already been obtained by the respondent. Furthermore, the respondent has already offered possession to the complainant, with which the Learned Counsel for complainant agreed.

5. Hence, the Authority, after going into the submissions and statements made by both the parties, observes and orders that:

- (i) The Authority has already settled the dispute regarding jurisdiction of this Authority in respect of maintainability of this complaint in **Complaint no. 144 of 2018 Sanju Jain V TDI**. The reasons cited in the said complaint shall be applicable as far as the dispute regarding jurisdiction is concerned.
- (ii) The offer of possession has already been made to the complainants and the same has been acknowledged by Learned Counsel for complainants, hence, these complaints have been rendered infructuous.
- (iii) Regarding compensation for delay in handing over the possession, the principles evolved by this Authority in **Complaint no. 113 of 2018 Madhu Sareen Versus BPTP Ltd.** and **Complaint no. 49 Parkash Chand Arohi Versus M/S Pivotal Infrastructure Pvt. Ltd.** shall be applicable.

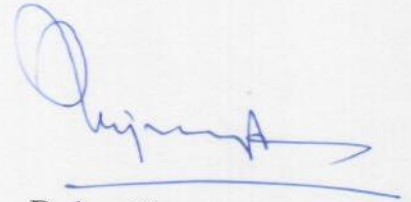


Disposed of. The orders be uploaded on the website of the Authority and files be consigned to the record room.



Dilbag Singh Sihag
Member

Anil Kumar Panwar
Member




Rajan Gupta
Chairman

Sh. A.K. Panwar, Hon'ble Member vide his email dated 07.01.2019, has approved and consented to the above orders.

Dated:07.01.2019




Executive Director
HRERA, Panchkula