

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

Complaint. No. 357 /2018- Narender Singh Deswal
Versus
Suncity Buildcon Pvt. Ltd.

Date of Hearing: 28.11.2018

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

Appearance: - Sh. Shivraj Malik, Counsel for Complainant
Sh. Kamal Dahiya, Counsel for Respondent

ORDER: -

1. In brief, complainant's case is as follows:

- He was allotted a residential plot no. E41, Block E, measuring approx. 323.83 sq. yds, vide allotment letter dated 22.08.08 by the respondent in a Project named "Suncity Projects", Sector 36, Rohtak, Haryana. As per Clause 2 of the said allotment letter, it was clearly stated that the said plot was located on a preferential location, hence, it attracts preferential location charges @ Rs. 350/- per square yard.



- The complainant paid an amount of Rs. 5,70,000/- at the time of booking. But it was revealed later on that the plot was not preferentially located and hence, the complainant sent a letter dated 24.10.08 to respondent to rectify this mistake. However, the respondent did not reply to this letter.
- The agreement between the parties was unilateral which was executed on 27.01.09 and complainant had asked the respondent telephonically and through personal visits about execution of bilateral agreement number of times but respondent never cared to execute the same. Hence, there is no legal binding agreement on him.
- The respondent started sending demand letters dated 26.08.09, 28.01.10, 11.10.11 to complainant for balance payment but the complainant did not abide by to any of the said demands as the respondent did not bother to execute buyer's agreement.
- Thereafter, on 16.11.15, after a gap of 4 years, the respondent sent another letter to complainant stating that due to internal arrangements, the entire project shall be managed and completed by "Suncity Buildcon P. Ltd".
- The respondent sent other demand letters dated 01.02.16, 06.04.16 and 15.09.16 escalating the amount and offered possession.

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- Finally, on 23.01.17, the respondent sent a cancellation letter to complainant cancelling the allotment of said plot along with a cheque of Rs, 5,70,000/-.
- The complainant has not got this cheque encashed till date. The grievance of the complainant is that the respondent charged a huge amount of illegal charges from him and did not reply to the rectification sought by him ever. The respondent transferred the project from Suncity Pvt. Ltd. Suncity Buildcon P. Ltd. without informing the complainant about the same. The complainant prays for allotment of the said plot and in alternate the refund of entire amount along with 24% interest. The complainant, further, prays for compensation for delay in completion of project.

2. In brief, the respondent's case is as follows:

- The present complaint is liable to be dismissed as this Authority has no jurisdiction to entertain the same.
- Further, the respondent denies the allegations made by complainant and submitted that the complainant himself had failed to make the payments even after large number of demand letters were sent by him.
- He further submitted that no preferential location charges have been charged for the plot as nil amount has been shown against the said charges in the letter dated 01.02.16.

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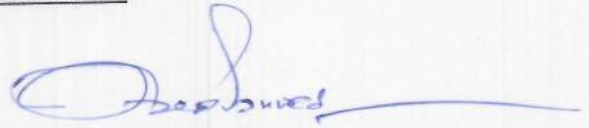
- The respondent submitted that the allotment of complainant's plot has been cancelled vide letter dated 22.12.16 and the entire amount has been refunded to complainant through cheque on the same date. The respondent has refunded the 100% amount; hence, the complainant is ceased to be an allottee of the said plot and has no locus standi to file this complaint.
3. After going into the submissions made by both the parties, the Authority passes following orders:
- (i) As far as the issue of jurisdiction of this Authority is concerned to entertain the present complaint as raised by Learned Counsel for respondent, this issue has already been deliberated and settled and the Authority has powers to entertain such complaint under the provisions of Sections 11, 18 and 19 of the RERA Act, 2016. The Authority has passed a comprehensive order with regard to jurisdiction of the Authority in **Complaint no. 144 of 2018 Sanju Jain V TDI**. The reasons cited in the said order shall be applicable in this case also.
 - (ii) Since, the respondent has already refunded the entire amount of Rs. 5,70,000/- to the complainant on account of his non-payment of further instalments as demanded by the respondent from time to time and this action has been found to be right by the Authority. The Authority observes that the complainant at this stage cannot claim

the possession of plot which stands cancelled vide respondent letter dated 22.12.16 on account of non-payment of timely instalments against the plot.

Hence, the complaint is hereby **dismissed**.



Dilbag Singh Sihag
Member



Anil Kumar Panwar
Member