

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

Date of Hearing: 08.01.2019
2nd Hearing

Complaint. No.779/2018 Bimla Devi

... Complainant

Versus

Parsvnath Developers Ltd.

... Respondent

Coram: -

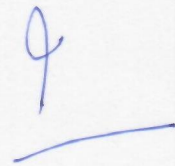
1. Shri. Rajan Gupta Chairman
2. Shri. Dilbag Singh Sihag, Mamber

Appearance: -

1. Sh. Sandeep Dahiya, Counsel for Complainant
2. Ms. Rupali S Verma, Counsel for Respondent

Order: -

This matter had been earlier heard on 11.12.2018 when detailed orders, including basic facts of the matter, were passed. The matter was adjourned to facilitated amicable settlement. Both the parties stated that the matter could not be settled outside the court.



2. The complainant was personally present. He is an old person. He himself and as well as his counsel stated that they are no longer interested in getting the plot. They are only interest in refund of their money.

3. The earlier orders dated 11.12.2018 of the Authority are reproduced below: -

1. The matter was argued by both the parties today. In brief the case of the complainant is that he had booked a residential plot in the project promoted by the respondent at Sonipat on 27.09.2004. The receipt placed at page 22 of the complaint (Annexure-A) reveals that the complainant had paid an amount of Rs.1.75 lakhs as advance against "present and future project" to be developed by the respondents. The complainant states that the respondent never executed a plot buyer agreement. He has already paid an amount of Rs.6.22 lakhs up to the year 2008 which constitute nearly 50% of the total sales consideration against the sale price of Rs. 11.70 lakhs. The complainant alleges that possession of the plot was to be offered within two years from the date of booking and now even after lapse of 14 years there has been no offer of possession from the respondent. The complainant prays for possession of the booked plot in fully developed condition with delayed compensation of 14 years or alternately refund the complete amount along with interest at the rate 20% per annum. He also prays for compensation on account of deficiency in services and mental harassment etc.

2. The respondent states that an original allottee Mr. Vinod Kumar had booked a residential property/plot of area measuring 300 sq. Yds. in the new project of the respondent on 27.09.2004 in order to avail of inaugural discount on the launched rate. It was merely an advance registration in order to seek discount at the time of booking. Even name and location of the project had not been specified. It was just as an advance payment. The original allottee transferred his nomination and rights in favour of one Mrs. Seema on 22.12.2005. Later Mrs. Seema transferred the same registration in favour of the complainant vide nomination form dated 01.07.2008. An affidavit-cum-undertaking and indemnity was executed by the complainant to abide by terms of the application form. It was specifically agreed in the affidavit-cum-undertaking that in case no plot is allotted in the upcoming/present



and future projects then the complainant shall accept refund of the deposited amount. The respondent admits the payment of Rs. 6.22 lakhs made by the complainant.

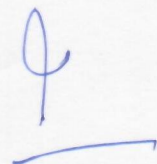
3. The respondent further state that the land where the project was planned to be set up was acquired by the State Government, which upset the planning of the respondent's company for setting up project. Complex litigation also resulted with the State Govt due to the said acquisition. Since sufficient land for the project could not be purchased by the respondent the project could not be developed, therefore, there is no intentional delay or breach of any agreement.

4. At this stage, the Authority tentatively observes that regardless of the situation faced by the respondent's company on account of acquisition of land, the complainant who has paid a substantial amount of money since long deserves suitable relief. The respondent's company should have refunded the money immediately after they had realized that the project cannot be developed after acquisition of the land. There was no justification with them for retaining the money of the complainant for such a long period of time and making them go through all this harassment.

5. At this stage, both the parties offered to settle the matter amicably outside the court.

6. Adjourned to 08.01.2019 for amicably settlement or else for decision on merit.

4. For the reasons given in the aforesaid orders dated 11.12.2018, the respondents are hereby directed to refund the money paid by the complainants along with interest calculated in accordance with provisions of the Rule 15 of the HRERA Rules. Since the complainants have parted with their money since 2004 and the money carries opportunity cost, therefore, in the circumstances of the case and keeping in view the conduct of the respondents additional compensatory interest @4% is ordered to be paid over and above ^{the} interest provided for in Rule 15.

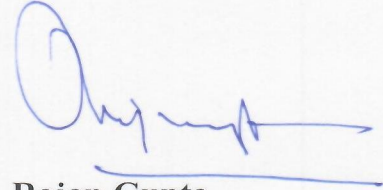


5. The entire amount to be so calculated shall be paid in two instalments, 50% in first 30 days and remaining 50% in next 30 days.

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



Dilbag Singh Sihag
Member



Rajan Gupta
Chairman