

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

Date of Hearing: 08.01.2019  
2<sup>nd</sup> Hearing

**Complaint. No.467/2018**

Manoj Kumar through SPA Shakti Sharn Dass ...Complainant

Versus

Samar Estates Pvt Ltd. ...Respondent

**Coram:**

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

**Appearance:**

1. Sh. Vishal Madaan, Counsel for Complainant
2. Sh. Tarun Gupta, Counsel for Respondent

**Order:**

The Authority on the last hearing had adjourned the case granting opportunity to both the parties to amicably settled the dispute. The respondent was directed to give offer of settlement to the complainant within one week.

2. Learned counsel for complainant stated that a settlement proposal was sent by respondent but the same is not acceptable to him. Now, the Authority has decided to dispose of the case on merits.

3. The case of complainant in brief is that an apartment bearing no-H-402 was allotted on 01.05.2011 in the ongoing project "ESS VEE APARTMENTS" Panchkula being developed by respondent. Complainant paid booking amount of Rs.6,77,000/- and flat buyer



agreement was signed by both the parties on 24.10.2011. Basic sale price of the apartment was Rs.67,70,000/- out which the complainant had paid Rs.56,02,916/- till March 2014 which constitutes 82% of the total sale consideration. Possession of the apartment was to be delivered within 36 months from the date of commencement of construction i.e. by November 2014. Despite taking huge amount of money, no possession has been offered nor any construction work was done in the project. The complainant stated his father and brother have visited the site of the project and in their opinion the project cannot be completed even in next 2 years. He alleges that the respondent has deliberately and willfully taken his hard-earned money and is wrongfully enjoying it for the last 7 years by giving him false promises and not offering possession of the apartment. The complainant prays for refund of the paid amount along with interest, compensation for delay in completion of the project and in handing over possession.

4. The respondent has not disputed the payment of alleged amount and also non-delivery of possession of the apartment to complainant. He has submitted that the complaint is not maintainable on the ground of concealment of the facts and liable to be dismissed, because as per clause 32 of the apartment buyer agreement, the respondent has paid Rs.5,07,150/- as delayed possession compensation for the year 2014,2015,2016 and 2017. He further submitted that the delay was not



intentional, the project was delayed due to non-payment from the allottees in time. He has paid all EDC/IDC charges to the state government. Learned counsel for respondent submits that the construction of the said apartment will be completed by 31.03.2019 and he will hand over possession of the same after getting necessary approvals from the competent authorities.

5. After consideration of the submissions made by both the parties, the Authority observes that the complainant despite having made 82% of the total sale consideration has not yet received the possession, which otherwise was required to be delivered by November 2014. He however now assures that possession will be offered by March 2019. The Authority decides to give an opportunity to the respondent to complete the project. The Authority has disposed of another **Complaint No-588/2018 titled Pawan Kumar Goyal versus Samar Estates Pvt Ltd** in which time up to December 2019 has been given to complete said project and offer possession. Accordingly, this complaint is also disposed of in the same terms as the complaint no.588/2018.

Disposed of. File be consigned to record room after uploading of this order on the website of the Authority.



Dilbag Singh Sihag  
Member



Rajan Gupta  
Chairman