



**HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: www.haryanarera.gov.in

**COMPLAINT NO. 1672 OF 2019**

Sunita Singh

....COMPLAINANT(S)

VERSUS

Jindal Realty Pvt. Ltd.

....RESPONDENT(S)

**CORAM: Rajan Gupta  
Anil Kumar Panwar  
Dilbag Singh Sihag**

**Chairman  
Member  
Member**

**Date of Hearing: 25.03.2021**

**Hearing: 9<sup>th</sup>**

**Present: - Mr. Nitesh, Ld. Counsel for complainant  
Mr. Drupad Sangwan, Ld. Counsel for respondent**

**ORDER(DILBAG SINGH SIHAG-MEMBER)**

From perusal of the file record, it is revealed that complainant had booked a flat bearing No. D-72 in respondent's project named Jindal Global

City situated in District Sonapat. He has already paid a sum of Rs. 11,95,118 against basic sale price of Rs. 22,99,000. Main grievances raised by the complainant vide this complaint are (i) reduction in the area of the flat; (ii) illegal demand raised on the ground of preferential location charges (PLC); (iii) respondent had offered her possession of incomplete flat inasmuch as several fixtures required therein are missing while some are not in working condition and (iv) non-payment of permissible interest on paid amount for the period beyond the deemed date of possession i.e. 10.08.2014 in terms of builder buyer agreement dated 10.08.2011.

2. Taking up all these issues one by one. Regarding issue of decrease in area is concerned, Authority vide its order dated 18.08.2020 had directed the parties to make a joint visit to the flat for ascertaining its actual area. Thereafter, complainant has apprised the Authority that his client is satisfied with the area of the flat and she is no more pressing relief based on the plea that area has been reduced. Further vide order dated 25.11.2020 issue of PLC was also decided with a direction that said charges are to be paid by the complainant as flat allotted to the complainant is abutting on 24 meter i.e. 72.740 feet wide road. As far as issue of defective fixtures is concerned it was ordered that respondent would offer possession of the flat only after rectifying all deficiencies and in case complainant thereafter still finds some deficiencies in the flat, she would



be at liberty to bring the same to the notice of this Authority and Authority will decide accordingly on merits.

3. Vide order dated 25.11.2020 it was also observed that respondent was not entitled to take any demand or to collect any amount from the complainant during force majeure period. So, complainant herein was allowed interest @ 9 percent p.a. on Rs. 2,78,254/- from the date of its payment to the date of finalisation of sectoral plans, which was 09.02.2015. In other words, it can be said that if the respondent has collected any amount during the said force majeure period, he should pay interest @9% per annum to the complainant on the money so collected.

4. As far as issue of GST charges are concerned this Authority in terms of principles laid down in already decided complaints pertaining to same project bearing complaint no. 569/2018 and 1048/2019 it has been ruled that both parties are liable to bear the cost of GST charges in equal proportion. Same principle is applicable in this case also.

5. Further, complainant herein is also entitled to delay interest for the delay caused by respondent in handing over possession of the flat from the deemed date of possession to valid offer of possession i.e. 09.02.2018 to 15.01.2019 at the rate prescribed in Rule 15 of HRERA Rules, 2017. In order to maintain parity between the parties and considering principles of natural justice and equity it is clarified that in case, payment of instalment have been delayed by

the complainant then for said delay, respondent can recover interest at the same rate of interest i.e. Rule 15 of HRERA Rules,2017 but not beyond the same in any circumstances.

6. In the last, the issue of statement of accounts/calculations remains for adjudication. On the last date of hearing, calculations/statement of accounts filed by the respondent was taken on record and its copy was supplied to ld. counsel for complainant in the court itself. On the other hand, complainant had filed an application for review of order dated 25.11.2020.

7. Today, ld. counsel for the complainant states that he has filed review application seeking modification in the order dated 25.11.2020 to the extent that interest @9% on the amount collected prior to force majeure period be also granted to the complainant from date of respective payments which were made to the respondent upto date of finalisation of sectoral plan whereas vide previous order dated interest @9% is granted only on the amount collected during the force majeure period ranging from 04.11.2011 to 09.02.2015. Further he argued that the time period which has been rendered as force majeure for the respondent-promoter, respondent is not entitled to charge interest for the delayed payments during said period as he was not carrying out any construction work so the question of delay in respect of payment of instalments is not admissible.

8. Ld. counsel for the respondent pleaded by saying that his client is already paying interest on the amount collected during force majeure period.

Said amount was collected with the intention of utilising it in the project and to ensure timely delivery of possession of booked units. Revision of sectoral plan was such an eventuality which was beyond the control of promoter. Moreover, the amount being collected from all customer-allotees was appropriately utilised for various approvals and sanctions from the concerned departments. So, review application filed by complainant be dismissed.

9. After, considering averments and written submissions of both parties, the Authority observes that respondent has already been directed to pay interest @ 9% on the amount collected during force majeure period. On the other hand, it is an admitted fact that respondent has delivered possession after completion of unit so the construction portion of the project can be carried out only after receiving necessary approvals and sanctions from government authorities/department. It is not the case where the respondent has not fulfilled his duty and has not carried out any construction work after taking necessary approvals. The amount paid by the complainant has been admitted by the respondent and has been utilised for development and construction of the project. In wholesome, it can be concluded that the respondent has utilised the amount collected from his allottees for development of the project and has fulfilled his duty by offering possession of the units to the allottees after completing construction portion. Regarding unjustifiable act of collecting amount during force majeure period he is already liable to pay interest @9%.

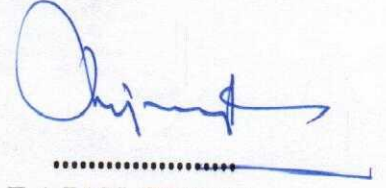
For these reasons, the review application filed by complainant is devoid of merit and hence dismissed.

10. Considering the argument of the complainant's counsel that the respondent is not entitled to charge interest for the delayed payments made during force majeure period as he was not carrying out any construction work the Authority is convinced with the argument of complainant as unit was purchased under construction linked plan and at the time when construction work was not carried out due to revision of sectoral plan then no question arises in respect of delay in making payment of instalments. So, the respondent is directed not to charge interest on the delayed payments made between the force majeure period ranging from 04.11.2011 to 09.02.2015.

11. Complainant has objected to the amount of Rs 88,500/- charged on account of Club charges. Argument submitted by complainant's counsel is that the club charges are recoverable but club is not operational as on today. Respondent furnished a statement that construction of club is going on and it will be ready soon. In this case, Authority observes that club charges will become payable by the complainant only as and when club becomes operational.

12. Accordingly, respondent is directed to deliver physical possession of the unit complete in all respects within 30 days to the complainant alongwith statement of account in terms of the principles incorporated in above paragraphs.

13. The complaint is **disposed of** with the aforesaid reasons. File be consigned to record room.



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**RAJAN GUPTA**  
[CHAIRMAN]



.....  
**ANIL KUMAR PANWAR**  
[MEMBER]



.....  
**DILBAG SINGH SIHAG**  
[MEMBER]

