



Complaint no. 1128 of 2020

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1128 OF 2020

Sandeep Ahlawat

....COMPLAINANT(S)

VERSUS

M/s Omaxe Pvt. Ltd.

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 06.04.2021

Hearing: 4th

Present through:- Mr. Sudeep Gahlawat, Counsel for the complainant.
Video conferencing Mr. Arjun Sharma, Counsel for the respondent

ORDER (RAJAN GUPTA-CHAIRMAN)

Complainant in present case is seeking possession of plot no REP/B-131 measuring 84.5 sq. yds booked in respondent's project namely 'Omaxe City' situated at Rohtak, in the year 2017. The allotment letter for the said plot was issued on 16.10.2017. However, no builder buyer agreement has been signed till date. Complainant has paid an amount of ₹ 3,30,000/- to the respondent against total sale consideration of ₹ 11,31,660/- . It is alleged that through a letter dated 08.03.2018 respondent issue a notice to complainant for

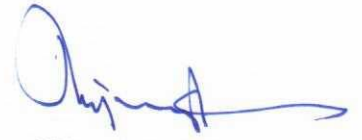
payment of outstanding dues to avoid cancellation of the said property. About two months after said letter, on 03.05.2018 respondent further informed the complainant that the allotment in his favour had been cancelled.

2. Learned counsel for the respondent submitted that alongwith allotment letter dated 16.10.2017 two sets of agreement for sale were sent to the complainant, which were to be signed and returned to the respondent company but same were never returned by the complainant after signing the same. Further, respondent was constrained to cancel allotment of said property in the year 2018 on grounds of non payment of outstanding dues. Reminder letters dated 08.03.2018 and 02.04.2018 annexed as annexure R-5 & R-6 of the reply were sent by the respondent company to the complainant for making payment of outstanding dues to avoid cancellation of property. However, since no response was received from the complainant, left with no other option, respondent cancelled the allotment of said unit vide cancellation letter dated 03.05.2018 annexed as annexure R-7 of the written submission filed by respondent.

3. The Authority observes that aforesaid correspondence made by the respondent clearly shows that it is the complainant who is defaulter in present complaint by neither signing the agreement nor paying balance amount demanded from him. Authority, however, observes that when the plot was cancelled the respondent company should have returned the amount paid by complainant after deducting earnest money. The respondent did not return any money to the complainant. The Authority observes that interest of equity and

justice, the respondent was justified in cancelling allotment of the unit due to default made by the complainant but for having not returned balance amount to the complainant till date it is fair to direct the respondent to return the entire amount paid by complainant without any deduction.

4. With these directions the case is **disposed of**. Files be consigned to record room



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RAJAN GUPTA
[CHAIRMAN]



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ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]