



Complaint no 3045 of 2019

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 3045 OF 2019

Shilpi Gupta

....COMPLAINANT(S)

VERSUS

1. M/s Omaxe Pvt. Ltd.
2. Shanvi Estate Management Services Pvt Ltd

....RESPONDENT(S)

**CORAM: Rajan Gupta
Anil Kumar Panwar**

**Chairman
Member**

Date of Hearing: 17.02.2021

Hearing: 7th

Present through:- Mr. Amit Gupta, Representative of the complainant.
Video conferencing Mr. Munish Gupta, Counsel for the respondent

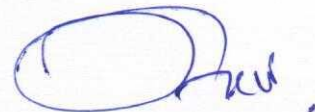
ORDER (ANIL KUMAR PANWAR-MEMBER)

1. Ms. Meenakshi Ahuja booked a plot on 28.05.2004 bearing No. 731 in respondents' project named "Omaxe City, Sonapat" and she had sold her rights in the said plot to Ms. Veena Gupta. Respondents executed a buyers agreement with Ms. Veena Gupta on 28.10.2009. The present complainant on 07.01.2013 had purchased the allotment rights from Ms. Veena Gupta and said transfer was

duly acknowledged by the respondents on 07.02.2013. The complainant is now seeking three reliefs, namely, (i) for payment of interest on account of delivery in delivering possession, (ii) for refund of amount of Rs. 1,14,608/- which the respondents had charged from the complainant on account of delay in payment of various instalments and (iii) for refund of Rs. 82,323/- which respondents are alleged to have illegally charged as maintenance charges from the complainant.


2. The Authority in the course of hearing held on 20.02.2020 has already concluded that the complainant cannot be allowed to seek relief for paying her interest on account of delay in offering possession of the plot as also the relief regarding refund of interest charged from her on account of delayed payment of instalments because contractual obligations between the parties in respect of these matters had already come to end on execution of conveyance deed which the respondents had executed in complainant's favour on 06.12.2019. The Authority had also held vide order dated 20.02.20 that the complainant cannot seek these reliefs because she did not ask for the same at the time of execution of conveyance deed in her favour.

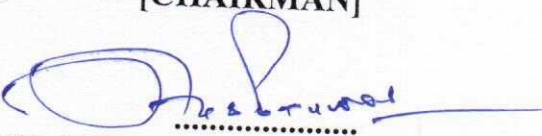
3. The matter remained adjourned thereafter only for the adjudication of the third relief claimed by the complainant regarding refund of the amount of Rs. 82,323/- which was alleged to have been illegally charged from her as maintenance charges. The Authority for adjudication of this relief had directed the complainant vide order dated 06.10.2020 to file relevant documents to



support her case about illegal charging of maintenance amount. Thereafter, the case remained already adjourned for three dates and today is the fourth date of hearing. However, the complainant has not filed any document in support of her plea for claiming the refund of Rs. 82,323/-. In the absence of relevant documents, it is not possible to decide as to when and how much amount was paid by the complainant and how the demand of said amount was illegal. That apart, the complainant can recover the illegally charged amount within the prescribed limitation period of three years but she has failed to produce the relevant documents to establish that said period of limitation had not expired on the date when the present complaint was filed. So, the claim of the complainant for recovery of already paid amount of maintenance charges is liable to be rejected and is hereby declined.

4. In view of above discussion, the present complaint is dismissed Order be uploaded on the website of the authority and file be consigned to record room.


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RAJAN GUPTA
[CHAIRMAN]


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ANIL KUMAR PANWAR
[MEMBER]