

**HARYANA REAL ESTATE REGULATORY AUTHORITY
PANCHKULA,**

Complaint No. 446 of 2018

Yoginder Sindhu & Another
Versus
Ruhil Promoters Pvt. Ltd

(Complainants)

(Respondent)

Date of Hearing:- 16.01.2019

Hearing: 5th

CORAM:

Shri Rajan Gupta,
Shri. Anil Kumar Panwar,
Shri Dilbag Singh Sihag,

**Chairman.
Member.
Member.**

APPEARANCE :

Ms. Bhawna Thakur, Counsel for **Complainant**

Shri. Kamal Dahiya, Counsel for **Respondent**

Order:

The complainants herein had booked a flat measuring 1708 sqft. in respondent's project named "Ruhil Residency" situated in Sector-3, Bahadurgarh, Faridabad and they had already paid Rs. 45,30,670/- out of basic sale price of Rs. 53,74,000/-. Buyers Agreement was executed on 26.03.2013 in favour of the complainants. The respondent in terms of said agreement was required to deliver possession by February, 2017.


2. The complainant's grievance is that the respondent has not completed the project and there is no likelihood of delivery of possession to him in near

future. So, he has prayed for the refund of the amount along with interest and for awarding compensation for mental agony and harassment.

3. Learned Counsel for the respondent has submitted that he is willing to honour the terms of the agreement and to compensate the complainants for the delay. According to him, the project is almost complete and the respondent will apply for occupation certificate and hand over the possession to the complainants within a period of six months.

4. The Authority in aforesaid circumstances is of the considered opinion that refund of the amount at a time when the project is almost complete shall not be allowed because it will prejudice the interest of non-complainant allottees of the project. So, the Authority decides to dispose of the complaint with the directions that the respondent shall hand over the possession to the complainant within six months and shall also compensate him for the delay period by paying interest on the already paid amount at the rate envisaged in Rule 15 of the HRERA, Rules i.e. @ of SBI highest marginal cost of land rate plus 2% from the deem date of the possession i.e. March, 2017 till the date of actual delivery of possession. The complainant is accordingly disposed of. Files be consigned to record room.


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member

Rajan Gupta
Chairman

Vide orders dated 31.8.2018 in complaint case No.113 of 2018- Madhu Sareen Versus BPTP Ltd. the two Hon'ble Members had laid down certain principles for awarding compensation to the complainants for delayed offer of possession the apartments. The undersigned had different view in this regard. The reasons for the different view was explained in detail in complaint case No.49 of 2018- Parkash Chand Arohi Versus M/s Pivotal Infrastructures Ltd. The undersigned is of the view that some delay in real estate projects is likely to happen and must be accepted because such projects are extremely complex to execute. Some reasonable delay of upto two years therefore, deserves to be compensated in accordance with the provisions of the agreement. However, if the project gets delayed unreasonably i.e. beyond two years then the compensation could be awarded by giving a reasonable compensatory interest. Such compensatory interest has been determined to be @ 9%. While respecting the judgement authored by my learned colleagues, I would maintain that the principles contained in complaint case No.49- Parkash Chand Arohi Versus M/s Pivotal Infrastructures Ltd shall remain applicable.

2 Accordingly, in this case the deemed date of possession was ~~March~~ 2017. Accordingly, for the period from March 2017 to actual delivery of possession, compensation shall be allowed @ provided in clause 9(III) of the agreement i.e. Rs 5per Sqft. of the super area of said unit per month.



This compensation shall be for a period of upto two years i.e for the period March 2017 to March 2019. However, In case of delay thereafter i.e. beyond two years compensation shall be @ 9% interest per annum on the entire amount deposited by the allottees.



(Rajan Gupta)

Chairman.