



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 516 OF 2020

Lakshman Dass Madan

....COMPLAINANT

VERSUS

M/s Ansal Properties and Infrastructure Ltd.

....RESPONDENT

CORAM: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 10.08.2021

Hearing: 6th

Present through video call: - Adv. Vishal Madan, counsel for the complainant
Sh. Ajay Ghanga, counsel for the respondent

ORDER (RAJAN GUPTA- CHAIRMAN)

1. Complainant in this case is seeking possession of a unit bearing no.3 in block C, booked in the year 2011 in respondent project namely, 'Sushant City, Kurukshetra'. He has already paid ₹ 23,49,940/- against basic sale price of ₹24,73,621/-. As per agreement dated 25.10.2011 respondent had committed to

deliver possession of the unit within 18 months along with grace period of six months from the date of agreement, which comes to 25.10.2013. Despite lapse of seven years from the deemed date of possession, respondent has not given possession to the complainant. He further stated that more than nine years have gone by from date of agreement and project is still incomplete. Complainant has prayed for possession of the unit along with delay interest.

2. No reply has been filed till date by the respondent even after lapse of five opportunities given to him. Today, respondent counsel stated that they are not in a position to handover the possession of the booked unit to the complainant.

3. The Authority observes that this complaint was received on 08.06.2020. A notice along with a copy of the complaint was delivered to the respondent on 13.06.2020. Thereafter the matter had been listed for hearing on 21.08.2020, 14.10.2020, 15.12.2020, 11.02.2021, 07.04.2021. Each time the respondent has been assuring to file reply but they have failed to do so. Today, in view of the verbal statement of the learned counsel for the respondent that they are not in a position to hand over possession of the booked unit to the complainant, the Authority decided to strike off their defence and proceeds to dispose off his matter on the basis of admitted facts available in the file.

4. After hearing both parties and going through the record, Authority observes that complainant has paid to the respondent total amount of ₹ 23,49,940/- , the receipt of each payment is annexed as Annexure P-1 to P4 and



P6 to P14 of the complainant book. Further, complainant has annexed a copy of dully signed buyer agreement as annexure P-P5 of the complaint book which clearly show that both parties had entered into this agreement. Accordingly, it is concluded that complainant has paid almost full amount to the respondent and respondent despite having received full price of the unit has failed to deliver the possession to the complainant till date. The complainant herein is seeking possession of the booked unit along with interest on account of respondent's failure to deliver possession on the agreed date. The complainant despite delay on the part of the respondent in completing the project, is not interested in withdrawing from the project, therefore the only relief which at present can be awarded to him is to direct the promoter to pay interest for every month of delay till the handing over of possession as provided in Section 18 of RERA Act, 2016.

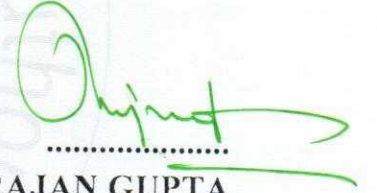
So, Authority has no hesitation in concluding that the complainant is entitled to be paid upfront interest on the already paid amount from the deemed date of possession i.e. 25.10.2013 till today i.e. 10.08.2021. Account branch of this Authority on calculation of interest as per Rule 15 of HRERA, Rules 2017, has worked out the amount of ₹ 17,03,449/- as interest payable to the complainant from deemed date of possession i.e. 25.10.2013 till 10.08.2021.

5. Now, the interest payable to the complainant on account of delay in delivery of possession from deemed date of possession i.e. 25.10.2013 till 10.08.2021 works out to ₹17,03,449/-. Besides the said amount of interest, the complainant is also entitled to receive each month's interest on the paid amount

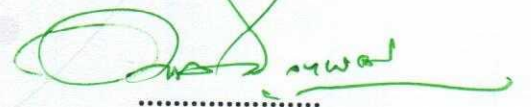
of ₹23,49,940/- from 10.08.2021 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to ₹ 18,212/- per month as calculated by the accounts branch of this Authority.

6. In view of above discussion, the complaint is disposed of with a direction that respondent shall pay to the complainant interest of ₹ 17,03,449/- within 45 days from the date of uploading of this order and will further pay to the complainant every month's interest till handing over of possession of the flat, which on calculation as per Rule 15 of HRERA Rules, 2017 i.e SBI highest marginal cost of lending rate plus 2%. Said amount works out to ₹ 18,212/- per month.

7. **Disposed of.** File be consigned to record room and order be uploaded on the website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]