



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 576 OF 2019

Charu Gupta and Tanuj Gupta

.....COMPLAINANTS

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:** 15<sup>th</sup>

**Present:** - Sh. Yashdeep Nain, counsel for the complainant

Sh. Ajay Ghangas, counsel for the respondent

**ORDER (RAJAN GUPTA- CHAIRMAN)**

1. Present case was heard at length on 04.02.2021 when respondent was directed to pay the complainant upfront interest for delay caused from deemed date of possession i.e. 15.02.2016 till 31.01.2021. Said order is reproduced below:

“1. Complainant in this case is seeking possession of a flat bearing no. 0102-38-0201, booked in the year 2011 in respondent project namely, ‘Green Escape Apartment’. He has already paid ₹ 44,30,000/- against basic sale price of ₹41,79,150/-. As per agreement, respondent had committed to deliver possession of the flat within 42 months along with grace period of six months from the date of agreement, which comes to 15.02.2016. Despite lapse of four years from the deemed date of possession, respondent has not given possession to the complainant. On 06.11.2017, respondent offered alternative flat to the complainant in the same project but same is not acceptable to the complainant. He further stated that more than nine years have been gone from date of agreement and project is still incomplete. Complainant had prayed for the possession of the flat along with delay interest.

2. On the other hand, respondent’s case is that they had raised construction of the unit but work is presently stopped and it will take some time to complete. He further submitted that he was ready to offer an alternative unit to the complainant.

3. After hearing the parties, Authority observes that buyer agreement executed in this case was executed on 15.02.2012 and respondent despite having received full price of the flat has failed to deliver the possession to the complainant till date. So, Authority has no hesitation in concluding that the complainant is



entitled to be paid upfront interest on the already paid amount. Account branch of this Authority on calculation of interest as per Rule 15 of HRERA, Rules 2017, has worked out the amount of ₹ 20,45,276/- as interest from deemed date of possession i.e. 15.02.2016 till 31<sup>st</sup> January 2021. So, respondent is directed to pay said amount of ₹ 20,45,276/- to the complainant before next date of hearing.”

2. The matter was again heard on various dates i.e. 01.04.2021, 28.04.2021 when Authority had again directed the respondent to pay the upfront interest of ₹ 20,45,276/- to the complainant but on every date respondent sought time to pay the amount.

3. Learned counsel for the complainant today stated that respondent has not paid the amount of delay interest till date despite repeated directions issued by this Authority. Further he stated that alternative flat offered by the respondent is not acceptable to him.

4. Respondent counsel stated that they are not in the position to handover the possession of the flat in question but he is ready to offer an alternative unit to the complainant. Further, he has not stated any reason whatsoever neither in reply nor in the proceedings for not delivering the possession of the booked unit to the complainant on the agreed date.

5. After hearing both the parties and going through the documents on record, Authority observes that the complainant herein is seeking relief of possession of allotted unit and interest on account of respondent's failure to deliver possession on the agreed date and he is also not interested in taking an alternative unit. In



these circumstances, 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. 15.02.2016 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 ₹ 22,59,737/- as interest payable to the complainant from deemed date of possession i.e. 15.02.2016 till 10.08.2021.

6. Now, the interest payable to the complainant on account of delay in delivery of possession from deemed date of possession i.e. 15.02.2016 till 10.08.2021 works out to ₹ 22,59,737/-. Besides the said amount of interest, the complainant is also entitled to receive each month's interest on the already paid amount of ₹44,30,000/- from 10.08.2021 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to ₹ 34,333/- per month as calculated by the accounts branch of this Authority.

7. In view of above discussion, the complaint is disposed of with a direction that respondent shall pay to the complainant interest of ₹ 22,59,737/- 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,



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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 ₹ 34,333/- per month.

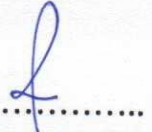
**Disposed of.** File be consigned to record room and order be uploaded on the website of the Authority.



RAJAN GUPTA  
[CHAIRMAN]



ANIL KUMAR PANWAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]