



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## COMPLAINT NO. 716 OF 2021

Puneet Sharma

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM:**

**Anil Kumar Panwar**  
**Dilbag Singh Sihag**

**Member**  
**Member**

**Date of Hearing:** 08.09.2021

**Hearing:**

2<sup>nd</sup>

**Present: -**

Mr. Chaitanya Singhal, learned counsel for the complainant through video conference

Ms. Rupali S. Verma, learned counsel for the respondent through video conference

### **ORDER (DILBAG SINGH SIHAG - MEMBER)**

1. Complainant's case is that on 08.09.2008 he booked a flat in a project named 'Parsvnath Preston, Sonipat' being developed by the respondent. Flat buyer agreement (FBA) was executed between the parties

on 21.10.2008 for flat bearing no. T9-102 on 1<sup>st</sup> floor having super area of 2550 sq.ft. Complainant made a payment of ₹7,10,404/- till October 2008 against basic sale price of Rs. ₹47,36,025/-. Complainant received a letter from respondent on 29.04.2017 according to which respondent had arbitrarily shifted the complainant's flat from T9-102 to T1-102 and had also shifted covered parking to open parking without any prior and mutual consent from the complainant. Respondent was required to hand over possession of the booked property within 36 months with a further grace period of 6 months as per clause 10(a) of flat buyer agreement executed between the parties. Period for delivery of possession had already been expired but project has not been completed till date and complainant did not get offer of possession of flat or refund of paid amount till date. So, present complaint has been filed seeking possession of the flat booked by complainant along with delayed possession charges till possession is actually handed over to him.

2. On the other hand, respondent admitted the payment made by complainant under para 8 of preliminary submissions of his reply and stated that complainant's unit was relocated from T9 to T1 due to certain modifications in building plan and with a view to achieve early completion and complainant was duly informed about the same vide letter dated 29.04.2017. It has also been pleaded that project has registered with RERA vide registration no. 132 of 2017 dated 28.08.2017 and project is being

developed in terms of statutory approvals granted by various competent authorities. It has been further stated that respondent company has already received in principle approval of revised building plans however, final building plans have been withheld by department on account of purely bilateral issue with one of the allottee and resultantly entire project is suffering. Moreover, delay in completing the project is not intentional, rather it was due to various reasons beyond the control of respondent company. Further, respondent is ready to shift the booking of complainant into another Unit/Project with the willingness and mutual consent of complainant subject to availability.

3. Learned counsel for the complainant had argued that there is extra ordinary delay of almost 13 years considering the date of execution of flat buyer agreement (i.e 21.10.2008) and respondent could not complete the project and has not been able to hand over the possession of flat till date. So, Authority may award atleast upfront payment of delay interest accrued till date along with monthly interest till possession is actually handed over to him.

4. Learned counsel for the respondent argued that Authority does not have jurisdiction to award delay interest in view of stay granted by Hon'ble Supreme Court in SLP no. 13005 of 2020 titled M/s Sana Realtors Pvt. Ltd. vs Union of India and Ors. Further, she stated that respondent could not comply with timelines in completing the project. That is why no

demands were made with regard to payment of remaining instalments from the complainant. Furthermore, respondent is facing many difficulties in streamlining the project and admitted that project is nowhere near completion. She further stated that the project is unlikely to be completed in near future and respondent will be unable to deliver possession to allottees in coming years. However, she stated that respondent is ready to refund the amount deposited by complainant.

5. After hearing arguments of both parties and perusing documents on record, first of all, question of jurisdiction posed by learned counsel for the respondent is needed to be decided. Therefore, Authority observes that matter which is pending adjudication before Hon'ble Supreme Court is with regard to jurisdiction of Authority in refund matters rather awarding of delay interest as per Section 18 of RERA Act, 2016 in case complainant decides to continue his allotment in the project in question. Therefore, Authority has undisputed jurisdiction to deal with matters relating to handing over of possession along with award of delay interest. The plea of lack of jurisdiction to award delay interest is, therefore, rejected and dismissed.

Authority observes that complainant has sought relief of possession of booked flat along with interest on account of delay due to mishandling of the project by respondent. Although project does not seem to be completed in near future but complainant is not interested in withdrawing from the project, despite delay on the part of the respondent in completing the project.

Respondent is directed to pay the amount of delay interest of ₹6,20,130/- within 90 days of uploading of this order on the website of the Authority. Respondent's liability for paying monthly interest of ₹5,506/- will commence w.e.f. 09.10.2021 and it shall be paid on monthly basis till valid offer of possession is made to complainant after obtaining occupation certificate.

8. In above terms, case is **disposed of**. File be consigned to record room and order be uploaded on the website of the Authority.



सत्यमेव जयते



ANIL KUMAR PANWAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]