



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

Complaint No. RERA-PKL-950 of 2018

Narender Singh.

...Complainant.

Versus

M/s Parsavnath Developers Limited.

...Respondent.

Date of hearing:- 27.02.2019 (4th Hearing)

Coram:- Shri Rajan Gupta, Chairman.
Shri Anil Kumar Panwar, Member
Shri Dilbag Singh Sihag, Member.

Appearance:- Shri Sandeep Dahiya, Advocate for complainant.
Smt. Rupali S. Verma, Advocate for respondent.

ORDER:-

Complainant Shri Narender Singh had purchased rights of the original allottee to whom respondent had agreed to sell a 300 Sq. Yds. plot on 21.01.2006 in his project situated at Parsvnath City, Sonapat on receiving a payment of Rs. 8.25 lakhs against the basic price of Rs. 15 lakhs. The respondent had endorsed the transfer rights in favour of the complainant on 19.04.2017 and promised to deliver him possession of the plot within six months from the date of such endorsement.

2. The respondent however, failed to discharge his obligations towards the complainant and therefore the complainant reported the matter to Town and Country Planning Department and also the Economic Wing for registration of FIR. Thereupon, the respondent agreed to pay a sum of Rs. 15.55 lakhs to the complainant towards full and final settlement of his claim and had given him post dated cheques for the said amount. The respondent also executed a Memorandum of Understanding to that effect in favour of the complainant on 16.01.2018.
3. The complainant has filed the present complaint with the averment that out of the cheques so given to him by the respondent, only one cheque amounting to Rs. 30,000/- could be encashed and the remaining cheques had bounced. So, his prayer is for refund of the amount of bounced cheques, alongwith penal interest.
4. The respondent has neither disputed the Memorandum of Understanding dated 16.01.2018 nor has disputed the fact that the cheques delivered to the complainant had bounced. So, the complainant is entitled to receive the amount of bounced cheques which comes to Rs. 15,25,000/-
5. Admittedly, out of the total seven post dated cheques given to the complainant, six cheques were dishonoured. Non availability of funds in respondent's account on each occasion when six cheques were presented to the bank at different points of time, by itself, proves that the respondent has cheated the complainant by inducing him to settle the matter, for avoiding registration of




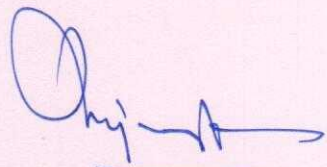
FIR against him on the pretext of offering him cheques which he knew would be dishonoured due to non-availability of funds in his account. He has been failing in his duty to pay the amount of bounced cheques to the complainant till date. The respondent has not merely cheated the complainant but has even used his money for his own benefit by illegally depriving the complainant from its use. So, the Authority is of the considered opinion that the complainant is entitled to be awarded penal interest on the amount of bounced cheques.

6. Consequently, the complaint is disposed of with the direction that the respondent shall refund the amount of Rs. 15,25,000/- to the complainant alongwith interest @ 18% per annum from the dates of the bouncing of each cheque till payment of the amount to the complainant. The respondent shall pay the refund amount within 90 days in two instalments. The first instalment shall be paid within 45 days from the date of uploading of this order and the second instalment comprising of the balance amount and the accrued interest thereon, shall be paid within next 45 days.

7. Complaint is disposed of accordingly and the file be consigned to the record room.


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member


Rajan Gupta
Chairman