

Complaint no. 1230/18
HARYANA REAL ESTATE REGULATORY AUTHORITY,
PANCHKULA.

Complaint. No. 1230/2018- Sunita Taneja
.....Complainant

Versus

Ansal Properties and Infrastructure Ltd
.....Respondent

Date of Hearing: 06.03.2019 (3rd hearing)

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

Appearance: - Shri D.C. Sharma, Counsel for Complainant
None for respondent

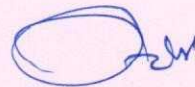
ORDER:

1. Today is the third hearing of the matter and the respondent who on previous date was being represented by Sh. Kamal Dahiya, Advocate and was afforded last opportunity to file his reply, has neither filed reply nor any Advocate or representative has appeared on his behalf. So, the Authority has decided to initiate ex-parte proceeding against the respondent.



2. The complainant's case is that she was allotted a unit no. A0001, A block, measuring 1335 sq. ft. by the respondent in his project named "Europa Regency", Sushant City, Sonapat, Haryana vide application dated 28.09.09 on paying an amount of Rs. 1,20,150/-. The apartment buyer's agreement was executed between the parties on 12.01.10. The basic sale price of the apartment was Rs. 23,02,875/- against which the complainant had already paid Rs. 16,52,584/-. As per the agreement, the respondent had committed to deliver possession of the unit within 36 months along with grace period of ninety days from the date of agreement, which comes to 12.04.13. However, even after lapse of six years, the respondent has not given possession to the complainant. She sent various e-mails dated 28.08.11, 07.09.11 and 14.11.11 to enquire about the status of the project, but the respondent did not reply to such communications. The respondent on 26.12.12 wrote a letter to complainant stating that he has flagged off a new scheme for re-allocation of allotted units and assured that possession of new unit will be given within the time stipulated time in the agreement. The complainant alleges that respondent, thereafter, has again failed to start the construction.

So, the complainant requested the respondent vide emails dated 16.10.16, 08.11.16 and 14.12.16 to refund the entire paid money paid along with compensation. The respondent informed the complainant



vide e-mail dated 15.03.17 that the amount paid by complainant shall be refunded to her from June 2017 onwards in three monthly instalments. However, till date the said amount has not been refunded. In view of the above, the complainant prays for refund of Rs. 16,52,584/- along with interest.

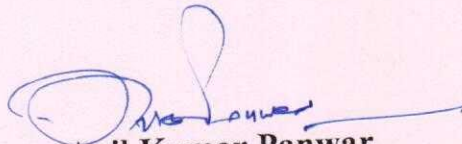
3. After hearing the learned counsel for complainant and going through the record, the Authority observes that all averments made in the complaint have gone un rebutted on record due to respondent's failure to file his reply. The complainant has produced photocopies of e-mail communications sent to him by the respondent in response to his requests for refunding the paid amount. The respondent in these communications has agreed to refund him the amount. Such conduct of the respondent itself proves that he has no intention to complete the project and will not be in a position to deliver possession of purchased unit. So, the Authority finds it to be a fit case to allow refund in favor of the complainant.
4. Hence, the Authority directs the respondent to refund the amount of Rs. 16,52,584/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % from the date amounts were paid till the actual realization. Fifty percent of the total sum of money payable to the complainant shall be paid within 30 days from the date of up-loading of this order and the remaining in next 30 days.



The complaint is, accordingly, **disposed of.** Files be consigned to record room and order be uploaded on the Website.



**D.S. Sihag
Member**



**Anil Kumar Panwar
Member**



**Rajan Gupta
Chairman**