

**HARYANA REAL ESTATE REGULATORY AUTHORITY
PANCHKULA**

Complaint No. :300/2019

Date of hearing : 27.02.2019

Hearing : 5th

Vinod Kumar Gupta

....Complainant

Versus

Parsvnath developers Ltd.

....Respondent

CORAM :

Sh. Rajan Gupta, Chairman

Sh. Anil Kumar Panwar ,Member

Sh. Dilbag Singh Sihag , Member

APPEARANCE :

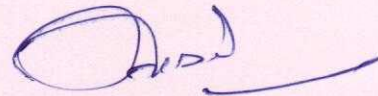
Sh. Sandeep Dahiya, Counsel for complainant

Smt. Ruplali Shekhar Verma, Counsel for respondent

ORDER :

1. The complainant, while narrating his case, has submitted that a 400 Sq. Yds plot had been booked by an original allottee in february 2005 in respondent's project called "Present and Future Project" located in Parsvnath City, Sonipat. Thereafter, he got the said booking transferred from the respondent in his favour on 18.12.2008 after paying already paid amount to the original allottee. Out of

total consideration amount of Rs. 23 Lakh, the respondent had already received Rs. 11,50,000/-. Complainant further stated that even after his repeated requests neither plot buyer's agreement had been executed nor the physical possession had been offered to him till date. When the complainant on 03.08.2016 had approached the State Human Rights Commission, Chandigarh, the respondent settled the matter and its representative Sh. Ashish Jain agreed to return the amount of Rs. 11,50,000/- to him with interest @ 12.6% p.a. and gave him seven post-dated cheques amounting to Rs. 29,58,000/-. However he had received the amount of only one cheque of Rs. four lakh while the cheques for remaining amount of Rs. 25,58,000/- were dishonoured on presentation to the bank. Complainant then approached the C.M window and filed a complaint on 17.07.2017 consequent to which same representative of the respondent company settled the matter and delivered a demand draft of Rs.5,10,000/- and agreed to pay the balance amount of Rs.20,48,000/-, which was thereafter not paid till date. So, the complainant's



prayer is now for refund of the remaining amount of Rs. 20,48,000/- with penal interest.


2. When confronted with the written settlement copy of which is attached at page 43 of the complaint, learned counsel for respondent has admitted that settlement was arrived at and amount of Rs.20,48,000/- is still payable to the complainant. So, the complainant is entitled to receive Rs.20,48,000/-.
3. Admittedly, out of the total seven post-dated cheques given to the complainant, six cheques amounting to Rs.25,48,000/- 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 remaining amount to the complainant till date. The respondent has not merely cheated the complainant but has even used his money for

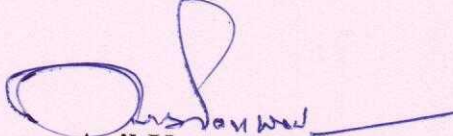



his own benefit by illegally depriving the complainant from its use. So, the Authority is of the considered opinion that the complainant is entitled to be awarded penal interest on the remaining amount.

4. Consequently, the complaint is disposed of with a direction that the respondent shall refund the amount of Rs. 20,48,000/- to the complainant alongwith interest @18% per annum from the dates of bouncing of each cheque till payment of the amount to the complainant. The respondent shall pay the refund amount within 60 days in two instalments. The first instalment shall be paid within 30 days from the date of uploading of this order and second instalment comprising of the balance amount and the accrued interest thereon, shall be paid within next 30 days.

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