

**HARYANA REAL ESTATE REGULATORY AUTHORITY,  
PANCHKULA.**

1. **Complaint. No.** 1109/2018- Geeta Singh and Vijay Laxmi  
.....Complainants

Versus

Ansal Properties and Infrastructure Ltd

.....Respondent

2. **Complaint. No.** 1392/2018- Sheetal Goyal and Shashi Goyal  
.....Complainants

Versus

Ansal Properties and Infrastructure Ltd

.....Respondent


**Date of Hearing: 06.03.2019 (3<sup>rd</sup> hearing)**

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

**Appearance: -** Shri Arun Gupta & Shri S.P. Sharma, Counsels for Com  
plainants  
None for respondent

**ORDER:**

1. Above captioned complaints are based on similar averments and are directed against the same project of the respondent. So, they were taken up together for hearing and are being disposed of by this common order.



**Complaint nos. 1109, 1392/2018**

2. The complainants had booked flats in a project named "Green Escape Apartments" located at Sonapat and their grievance is that the respondent, who is promoter of the project and has already received an amount of Rs. 37,60,090/- in complaint case no.1109/2018 and Rs. 19,72,590/- in complaint case no.1392/2018, has failed to complete the project and deliver them possession within the time stipulated in buyers' agreement and therefore, they are entitled for refund of the amount along with interest and compensation.
3. Sh. Kamal Dahiya, Advocate had appeared on the last date of hearing on behalf of respondent and last opportunity was granted to him for filing written statement. The respondent has again not filed his reply and Sh. Kamal Dahiya, Advocate rather states that he has no instructions to represent the respondent in this case. So, the Authority has decided to initiate ex-parte proceeding against the respondent.
4. After hearing learned counsel for the complainant and going through the record, the Authority observes that all the averments made in the complaints have gone un rebutted due to non-filing of reply by the respondent. The complainants have attached the copies of buyers' agreement with their complaints and it is evident from these documents that period for delivery of possession had lapsed on 14.02.16 in complaint no. 1109/2018 and on 09.05.16 in complaint no. 1392/2018.





**Complaint nos. 1109, 1392/2018**

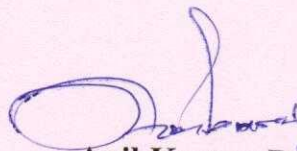
As earlier observed, the respondent has chosen not to even file a written statement and therefore, it has to be concluded that he has no plausible explanation for non-delivery of possession. In such a situation, the Authority has no hesitation in concluding that the complainants are entitled to the refund of the amounts paid to the respondent, along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. @ of SBI highest marginal cost of lending rate (MCLR) + 2 %, from the date of payment of amounts till actual realization.

Consequently, the respondent is directed to refund the amount of Rs. 37,60,090/- to complainants in complaint case no. 1109/2018 and Rs. 19,72,590/- to complainants in complaint case no. 1392/2018 along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. @ of SBI highest marginal cost of lending rate (MCLR) + 2 % from the date of payment of amounts till actual realization.

Both the complainants are **disposed of** in the above said terms. Files be consigned to record room and orders be uploaded on the website.



**D.S. Sihag  
Member**



**Anil Kumar Panwar  
Member**



**Rajan Gupta  
Chairman**