



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1335 OF 2019

Praveen Singh

....COMPLAINANT

VERSUS

M/s TDI Infrastructure Ltd.

....RESPONDENT

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 07.12.2021

Hearing: 15th

**Present: - Mr. Sulabh Jain, Ld. Counsel for the complainant through VC.
Mr. Shobit Phutela, Ld. Counsel for the respondent.**

ORDER (RAJAN GUPTA-CHAIRMAN)

1. In the present case, original allottee had booked a residential plot on 14.12.2004 in the project named 'TDI City' being developed by the respondent promoter. Plot No. B-52/9 measuring 350 sq. yds. was transferred in complainant's favour vide Allotment letter dated 14.08.2008. Plot Buyer Agreement (herein after referred to as PBA) was signed between the parties on 12.03.2013. No specific time period to handover possession of the plot was mentioned in the PBA. Complainant paid Rs. 20,19,937/- till 23.05.2011 against total sale consideration of Rs. 22,44,375/-. Main grievance of the Complainant is that despite booking in December 2004 respondent has failed

to deliver her possession of the plot till date. Therefore complainant has filed present complaint seeking direction to respondent to deliver possession and pay interest on already paid amount on account of delay in delivery of possession.

2. The respondent in his reply has admitted that original plot is not available due to unavoidable circumstances of dispute with landowners, and they are willing to offer an alternative plot. Respondent stated in his reply dated 17.12.2019 that they had informed the complainant that they were unable to deliver her originally allotted plot vide letters dated 23.04.2016, 22.06.2016 and 25.09.2019. Vide these letters the respondent had also asked complainant to visit them to choose any alternate plot. Respondent has stated in his submissions dated 24.08.2021 and 06.12.2021 that despite executing collaboration agreement with respondent for development of their land, landowners namely Mukhtyar Pardhan, Kuldeep Singh and some others have raised dispute over the land on which Plot No. B-52/9 is situated. Therefore, said plot is not in the possession of respondent due to which respondent company is unable to handover possession of said plot to the complainant. Respondent in support of his averments has also annexed collaboration agreements dated 30.12.2003 along with demarcation plan, zoning plan, layout plan and photographs of said plot. He has also submitted that respondent company has repeatedly offered various alternative plots to the



complainant but same have been declined by the complainant on the ground that she wants possession of the originally allotted plot only. Respondent has placed on record various offer letters of alternate plots at Annexure R-2 (Colly) in submissions dated 17.12.2019, Annexure -5 (Colly) in submissions dated 24.08.2021 . Such as Offer letter dated 23.04.2016, 22.06.2016, 25.09.2019, Offer letter dated 12.02.2020 for alternate plots C-24/9, C24/10 in block C situated at a better location, offer letter dated 28.10.2020 and 01.01.2021 for alternate plots i.e. Plot Nos. I-328, I-352, I-384, J-616, J-619 and J-630 which are ready for immediate possession. Respondent has even stated that since no alternative plot is acceptable to the complainant, therefore, respondent is willing to refund the amount deposited by complainant along with interest.

3. After hearing arguments of both the parties and perusal of record, Authority observes that today is 15th hearing of the case, and respondents on the third hearing of the complaint had stated that he is unable to deliver the originally allotted plot to the complainant due to unavoidable reasons as explained above. In his submissions dated 24.08.2021 and 06.12.2021 he has explained that despite executing collaboration agreement with respondent for development of their land, landowners namely Mukhtyar Pardhan, Kuldeep Singh and some others have raised dispute over the land on which Plot No. B-52/9 is situated. Therefore, said plot is not in the possession of respondent due



to which respondent company is unable to handover possession of said plot to the complainant. Therefore, in alternative, respondent has offered several alternate plots to the complainant starting from the third hearing of the complaint on 13.11.2019 till date. To illustrate his attempts to enable complainant chose an alternate plot respondent has annexed various offer letters of alternate plots at Annexure R-2 (Colly) in submissions dated 17.12.2019, Annexure -5 (Colly) in submissions dated 24.08.2021 whereby he has annexed Offer letter dated 23.04.2016, 22.06.2016, 25.09.2019, Offer letter dated 12.02.2020 for alternate plots C-24/9, C24/10 in block C situated at a better location, offer letter dated 28.10.2020 and 01.01.2021 for alternate plots i.e. Plot Nos. I-328, I-352, I-384, J-616, J-619 and J-630 which are ready for immediate possession. Despite repeated offers of alternate plots by respondent complainant has not chosen any of the alternate plots.

Today, again when the Authority asked complainant's counsel if complainant has chosen any alternate plot, he informed the Authority that complainant has declined all aforesaid offers of alternative plots. Instead she is only interested in taking possession of the original plot. Authority had provided complainant an option of return of amount deposited by her along with interest but same was also declined by her. Today again, when Authority asked if complainant is interested in return of amount paid by her along with




interest, her counsel refused to accept return of payment made by the complainant.

4. In such circumstances, when aforesaid plot is not in possession of the respondent on account of prevailing land dispute between respondent company and the landowners, complainant has only two options i.e. either to accept a suitable alternate plot or to accept return of amount paid by her along with interest. Relief of possession of allotted plot cannot be granted to complainant as the plot is not in possession of the respondent due to ongoing dispute over land on which said plot is situated. Therefore, respondent is directed to place before the complainant the layout plan of the whole project demonstrating available alternate plots. Complainant shall have the option to choose any suitable plot out of them and take possession. In case complainant opts for alternate plot respondent shall deliver the same to the complainant. In addition, since respondent has failed to deliver originally allotted plot, nor has reached settlement for delivery of alternate plot till date therefore, respondent is liable to pay interest for delay in delivery of possession along with interest as per Rule 15 of HRERA Rules from the deemed date of delivery till date. Since the PBA does not mention the time by which said plot was to be delivered, so considering three years from date of agreement as reasonable time, 12.03.2016 shall be taken as deemed date of delivery for calculation of delay interest.



In case, complainant does not select another plot, then as an alternate remedy, the respondent shall return entire amount paid by complainant along with interest as per Rule 15 of HRERA Rules from date of each payment till its actual realization within 90 days of uploading of this order. The respondent shall invite the complainant by way of a letter to visit their office within next 30 days to choose alternate plot.

Disposed off. File be consigned to record room and order be uploaded on the website of the Authority.


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RAJANGUPTA
[CHAIRMAN]


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DILBAG SINGH SIHAG
[MEMBER]