

**HARYANA REAL ESTATE REGULATORY AUTHORITY,
PANCHKULA**

Complaint. No. 818/2018

Date of hearing:06.03.2019

PARTIES NAME:-

Ram Singh Malhotra

Versus

M/s True Zone Buildwell Pvt. Ltd.

.....Complainant

.....Respondent

CORAM: -

1. Shri Rajan Gupta
2. Shri Anil Kumar Panwar
3. Shri Dilbag Singh Sihag

**Chairman
Member
Member**

APPEARANCE: -

1. Shri Ram Singh Malhotra
2. Shri Harjeet Savra

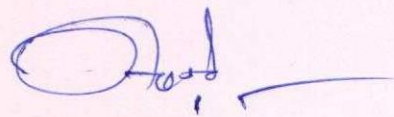
Complainant in person.
Advocate for Respondent

ORDER: -

1. The complainant herein had purchased a plot no. 378 in Phase-I of respondent's project named as Narsi Village situated in Karnal. He has received the possession of plot on 12.10.2007. The grievance made in complaint is regarding the two amounts viz. Rs.5160/- paid to M/S High Land Developers Ltd. and Rs.28,357/- paid to M/s Global Realty Creations Ltd. The relief being claimed is for refund of these amounts on the ground that the said amount was received from him for providing maintenance services but the receivers of these amount have not performed their duties.



2. The complaint has been filed impleading only the builder-promoter from whom plot was purchased. None of the receivers of the amount against whom relief is sought, has been impleaded as respondents in the case. The respondent builder has pleaded that receivers of amounts were the agencies which actually had provided maintenance services to the complainant and therefore, the complainant after having availed the services without protest, is not entitled for any relief. The builder has further pleaded that the receivers of amounts are not two agencies. Rather, M/s High Land Developers which has received initial amount of Rs.5160/- had later changed its name to M/s Global Realty Creation Ltd. who is alleged to have received the subsequent payment of Rs.28,357/-.
3. After hearing the parties, the authority observes that payments of alleged amounts have been proved from the receipts which the complainant had annexed with the complaint as Annexure as A-2 and A-3. It is evident from the receipts that the initial amount of Rs.5160/- was paid on 24.08.2007 and subsequent amount of Rs.28,357/- was paid in two parts vide receipts dated 27.12.2010 and 10.09.2014.
4. Plea raised by the complainant is that M/s High Land Developers after receiving the initial amount Rs.5160/- in 2007 had left the job without discharging its duties. So, right to sue for recovery of said amount had accrued



to the complainant in the year 2007. However, he did not take any action against the said agency to recover the paid amount.

5. The plea raised against the second agency namely M/s Global Realty Creations Ltd. is that said agency had entered the premises of project unauthorizedly and after illegally recovering the amount from the complainant, had left the job. It is evident from the receipt produced on record that the complainant has been making monthly payments to the second agency. There is thus a presumption that payment for the next month was made only after seeing satisfactory discharge of the duties by such agency in previous month. In these circumstances, the Authority finds an element of truth in respondent's plea that both agencies performed maintenance services properly and grievance of complainant is not justified. So, the complainant is not entitled to refund of the amount paid to the above-mentioned agencies.


6. The whole matter can be considered even from a different perspective. It is nowhere pleaded in the complaint that the builder is responsible in some manner for refund of amount. There is no allegation that builder has forced the complainant to pay the amount in question to either of the above-mentioned agencies. If it is assumed that the said agencies had illegally collected amount from the complainant, no relief then can be granted against these agencies in the present complaint because said agencies are not impleaded as respondent

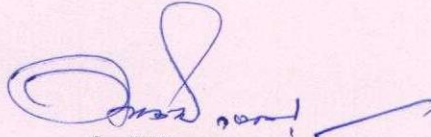



in the case. Therefore, the complainant is not entitled to any relief even due to non-impleadment of necessary parties.

7. That apart, the amount sought to be recovered at the most was recoverable only within the prescribed period of limitation. Said amounts were debt in the hands of earlier mentioned agencies. So, if the complainant's case is taken to be correct on the point that these agencies had illegally deprived him of his money, the period of limitation for recovery of such debt was three years and proper forum for enforcement of such right of recovery was civil court. Viewed from this perspective neither this authority has jurisdiction to grant the prayed relief nor the complainant is entitled to sue for such recovery after the lapse of period of limitation, which if reckoned from the date of last receipt dated 10.09.2014, had expired in September, 2017.

For the above recorded reasons, the complaint is dismissed. File be consigned to record room after uploading of the order.


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member


Rajan Gupta
Chairman