



**BEFORE THE ADJUDICATING OFFICER
HARYANA REAL ESTATE REGULATORY AUTHORITY
PANCHKULA**

Date of hearing .: 13.12.2018

Hearing : 2nd

1. Complaint No. :718/2018

Manju Arya

.... Complainant

Versus

TDI INFRASTRUCTURE

.... Respondent

2. Complaint No. :721/2018

Manju Arya

.... Complainant

Versus

TDI INFRASTRUCTURE

.... Respondent

3. Complaint No. :723/2018

Suresh Arya

.... Complainant

Versus

TDI INFRASTRUCTURE

.... Respondent

APPEARANCE:

Sh. Vikasdeep , counsel for complainant

Sh. Shobit Phutela, counsel for respondent

ORDER:

1. All the above captioned complaints were heard together as the issues involve in all these matters are broadly similar and in respect of same project of the respondent.

2. Complainants herein had purchased plots from the respondent in his project named TDI City, Kundli, Sonapat. The conveyance deeds had already been registered in complainants' favour in the year 2018 and they had received the possession of purchased plots. Earlier when the complainants had not received the possession even after lapse of the date fixed in the buyer's agreement, they filed complaints before Real Estate Regulatory Authority (RERA) for issuing direction to the respondent for delivery of possession . The RERA had dismissed their complaints in the light of the fact that the respondent had delivered them possession and had got the conveyance deeds registered in their favour in May 2018. The RERA, while dismissing the complaints, had left the complainants at liberty to file claims for compensation before the Adjudicating Officer. Hence, the present complaints have been filed.

3. The complainants have prayed for awarding them compensation for the delay occurring on the part of respondent in handing over the




possession. They have also prayed for awarding them compensation on account of the extra payments charged from them due to escalation in the cost of construction material. Besides these reliefs, the complainants have further prayed for refund of various amounts, which according to them, were illegally charged by the respondent.

4. The respondent has contested the complaints on the ground that the same are not maintainable and provisions of Real Estate (Regulation and Development) Act, 2016 (Act) are not applicable to the present complaints because the conveyance deeds have already been executed and possession has been delivered to the complainants . Significantly, the respondent has nowhere pleaded that the he had already compensated the complainants for the delay in delivery of possession.

5. Learned counsel for the parties have been heard and record has been perused.

6. At the outset, it deserves to be mentioned that jurisdiction of Adjudicating Officer, in terms of section 71 of the Act, is confined only for the purpose of adjudging compensation. The matters concerning illegal raising of demand by the respondent- promoter on the pretext of Preferential location charges, escalation in the cost of



building material are the issues over which RERA will have jurisdiction to adjudicate. The complainant ought to have claimed these reliefs in the complaints which had been dismissed by RERA on 24.07.2018. These issues, therefore, do not fall for determination under the jurisdiction of Adjudicating Officer and the complainants cannot be granted any relief for these matters.

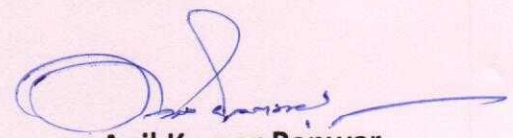
7. The only other issue, raised in the present complaints, which survives for adjudication is regarding the compensation for delay in delivery of possession. Section 11(4) of the Act provides that the promoter shall be responsible for discharge of all obligations to an allottee as per the agreement, till the conveyance of all rights in the purchased property. Admittedly, the respondent had already executed the conveyance deeds in favour of complainants. With the execution of the conveyance deeds, the contract between the parties had come to an end and the complainants are no more entitled to delay compensation.

8. The question concerning compensation on account of delay in handing over possession can be looked at even from a different angle. The complainants, in order to lay a claim for such compensation, must plead and prove the date which was agreed



between the parties for delivery of possession .The complainants have nowhere pleaded in the complaints as to what was the agreed date of possession. The only averment they have made is that the respondent had agreed to deliver possession within 24 months from the date of booking. They have not attached any document to substantiate this fact. The document attached with the complaints is a copy of allotment letter issued by respondent and therein, the respondent has not mentioned any date for delivery of possession. So, the basic ingredients necessary to lay a claim for compensation on account of delay in delivery of possession are missing in the complaint. Such being the situation, the complainants cannot be awarded compensations prayed in the complaint.

For the reasons recorded above, case is dismissed and file be consigned to record room.


Anil Kumar Panwar
Adjudicating Officer