



Complaint no. 60,61 & 63 of 2021

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT No. 60 OF 2021

Kuldeep

...COMPLAINANT(S)

VERSUS

Housing Board Haryana

...RESPONDENT(S)

2. COMPLAINT No. 61 OF 2021

Jangjeet

...COMPLAINANT(S)

VERSUS

Housing Board Haryana

...RESPONDENT(S)

3. COMPLAINT No. 63 OF 2021

Ram Niwas

...COMPLAINANT(S)

VERSUS

Housing Board Haryana

...RESPONDENT(S)

Present:

Mr. Arjun Kundra, Counsel for complainant(in all the complaints)

Mr. Anil Garg, Counsel for the respondent (in all the complaints)through video conferencing

CORAM: **Rajan Gupta** **Chairman**
Dilbag Singh Sihag **Member**

Date of Hearing: 07.04.2022

Hearing: 17th

Present:- Mr. Arjun Kundra, Learned counsel for complainant
(in all the complaints)
Mr. Anil Garg, Learned counsel for the respondent
(in all the complaints)through video conferencing

ORDER (DILBAG SINGH SIHAG-MEMBER)

Captioned complaints have been taken up together as grievances and facts involved are more or less identical and against same project of the respondent. All Complainants have sought relief of refund of their respective amount paid in lieu of booking of their units to the respondent. So, Complaint no. 60 of 2021 titled Kuldeep Vs Haryana Housing Board has been take up as the lead case. Main facts of the complaint are that complainant agreed to purchase an apartment in respondent's project situated at Mahendergarh for which booking was made on 30.06.2014 after paying a booking amount of Rs. 1,93,,000/- . Complainant already paid an amount of Rs. 4,83,000/- by March 2015 for said plot against tentative price of Rs. 19.30 lakhs mentioned in the prospectus annexed as Annexure C-1 of complaint file. An allotment letter was issued in favour of complainant on 09.02.2015 annexed as Annexure C-4. Learned counsel appearing on behalf complainant that in the prospectus or in allotment letter, respondent has not mentioned due date of delivery of

possession. It is alleged by complainant that even after a lapse of more than six years, construction of flat has not been started till date. It is submitted that since there has been extraordinary delay in offering possession of booked unit, complainant does not wish to wait endlessly as respondent board is yet to start construction. Feeling aggrieved, complainant has filed present complaint seeking refund of paid amount along with permissible interest as per provision of Rule 15 of HRERA Rules 2017.

2. He further argued that respondent has retained this amount for a long time even without starting construction at site what to talk about handing over possession. Hence directions may be issued to respondent to refund the paid amount of Rs Rs. 4,83,000/- alongwith interest permissible interest as per provision of Rule 15 of HRERA Rules 2017..

3. Respondent in its written submissions submitted that as per planning, flat was tentatively ready for allotment by 28.02.2017, however, due to technical reasons, construction of the project could not be started. Thus, respondent authority has started process for refund of deposited amount to the applicants. However, complainant in present case has never submitted any application to the respondent for refund of deposited amount.

Mr. Anil Garg, learned counsel for respondent also submitted that since the project could not be started at site, respondent has already started process to refund of the amount deposited by various applicants. Complainant may approach to the respondent and file an application for refund of their



amount. Further in the light of above facts, present complaint is not maintainable.

4. After hearing of verbal arguments and considering written submissions, Authority observes that in these complaints there is admittedly an extra ordinary delay in start of construction in the project of the respondent. Admittedly, respondent board has started refund of paid amount to all applicants but respondent has failed to produce on record any document substantiating such claims especially in case of complainants. Authority deems it fit to issue directions to respondent Housing Board Haryana to refund entire paid amount to the complainants along with permissible delay interest calculated in terms of Rule 15 of HRERA Rules 2017 i.e at the rate of SBI MCLR + 2%. Amount shall be paid in two instalments, first instalment of 50% of amount shall be paid within 45 days of uploading of this order and remaining amount to be paid as second instalment within next 45 days.

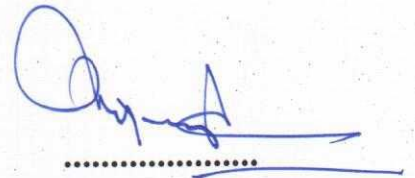
5. In complaint no. 60 of 2021, complainant had deposited an amount of Rs 4,83,000/- with the respondent. The amount of interest payable to the complainant has been calculated at the rate of 9.30% and same works out to Rs 3,39,517/-. Therefore, respondent is directed to pay an amount of Rs 8,13,517/- as refund of deposited money alongwith interest to the complainant.



6. In complaint no. 61 of 2021, complainant had deposited an amount of Rs. 4,83,000/- with the respondent. The amount of interest payable to the complainant has been calculated at the rate of 9.30% and same works out to Rs 3,20,732/- . Therefore, respondent is directed to pay an amount of Rs 8,03,732/- as refund of deposited money alongwith interest to the complainant.

7. In complaint no. 63 of 2021, complainant had deposited an amount of Rs. 1,61,000/-with the respondent. The amount of interest payable to the complainant has been calculated at the rate of 9.30% and same works out to Rs 1,08,216/-. Therefore, respondent is directed to pay an amount of Rs 2,69,216/- as refund of deposited money alongwith interest to the complainant.

8. With above directions, cases are disposed of. Order be uploaded on the website of Authority and files be consigned to record room.



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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SIHAG
[MEMBER]