



Complaint no. 527 & 589 of 2020

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 527 OF 2020

Guddi RaniCOMPLAINANT(S)

VERSUS

Housing Board HaryanaRESPONDENT(S)

2. COMPLAINT NO. 589 OF 2020

Indra ChauhanCOMPLAINANT(S)

VERSUS

Housing Board HaryanaRESPONDENT(S)

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

Date of Hearing: 07.04.2022

Hearing: 4th

Present: Mr. T.P.S Chauhan, Learned counsel for the complainant
 Mr. Anil Garg, Learned counsel for the respondent
 through VC

ORDER (DILBAG SINGH SIHAG-MEMBER)

Captioned complaints have been taken up together as grievances and facts involved are identical and against the same project of the respondent. Complainants herein are seeking relief of refund of amount paid in lieu of booked unit to respondent. Taking Complaint no. 589 of 2020 as lead case, facts averred are that complainant agreed to purchase a flat in respondent's project situated at Barhi Sonipat, for which booking was made on 19.03.2010 after paying a booking amount of Rs. 79,000/- . Complainant has already paid an amount of Rs. 1,99,000/- for said flat against tentative price of Rs. 7.90 lakhs mentioned in prospectus annexed at page 22 of complaint file. In said prospectus, respondent has not mentioned due date of delivery of possession. On 19.02.2018 an allotment letter was issued to the complainant and possession of the plot was offered along with allotment letter. However, in said letter, price of flat had been increased from Rs 7.90 lakh to Rs 15,19,500/- without providing any justification. Aggrieved by this exorbitant demand complainant sent a letter dated 18.04.2018 annexed as Ax- P8 to respondent requesting to surrender the flat as she will not be able to afford it. However, respondent issued complainant a show cause notice to complainant on 05.04.2018 for forfeiture of amount and cancellation. Complainant again submitted her pleas being unable to deposit the amount because of price hike but respondent rather cancelled the allotment on 08.05.2019 after deducting 50 % from earnest money. Feeling

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aggrieved she has filed present complaint seeking relief of refund of deposited amount along with interest.

2. Learned counsel for the complainant submitted that complainant had booked a flat in respondent's project in the year 2010 for a tentative price of Rs 7.90 Lakh. In the prospectus, respondent had not mentioned any due date for delivery of possession. After waiting for a period of 8 years, respondent issued an allotment cum offer of possession in the year 2018 however, the price of flat had been unilaterally doubled from the initial amount to Rs 15,40,309/- which is unconscionable and unreasonable. As complainant was unable to meet such huge demands, she requested the respondent to surrender her flat and refund her the deposited amount. However, respondent rather cancelled the allotment on 08.05.2019 on account of non payment of dues such action on the part of respondent cannot be justified and is arbitrary and unlawful. Complainant had booked the flat in the year 2010 and even though there was no due date for delivery of possession but taking three years from 2010 as a reasonable time for construction , respondent should have offered possession of flats by the year 2013. However, possession was offered to the complainant after a lapse of 8 years and further respondent had illegally enhanced the price of flat from Rs 7.90 Lakh to Rs 15,40,309/- without any justification. Complainant cannot be forced to accept such a demand. It is the respondent who is at fault here for



delaying the project and raising huge demand and therefore, complainant is entitled to refund of paid amount along with interest.

3. Respondent in his written submissions has pleaded that flats were planned to be ready for allotment by 28.02.2013, however, due to technical reasons, construction of the project got delayed and was completed only in the year 2014. Thereafter, development works at site were completed in 2017 and accordingly after that possession was offered to the complainant along with allotment letter on 19.02.2018 with revised rates.

Learned counsel for respondent submitted that at the time of booking complainant was aware that the prices in the advertisement/brochure were tentative and subject to change as per increase in construction cost and other factors. After completion of project respondent offered possession of flat however, complainant failed to make further payments and thus on account of non payment the allotment was cancelled. Rather it is the complainant who is at fault here and thus is not entitled to any relief.

4. After hearing both parties, Authority observes that complainant had booked a flat in the project of the respondent in the year 2010 for a tentative price of Rs 7.90 Lakh . Possession was offered to the complainant after a lapse of nearly 8 years with a demand of Rs 15,40,309/- as increased cost of flat. Respondent raised such an exorbitant demand without providing any justification. Even though it is true that the prices were tentative and subject to

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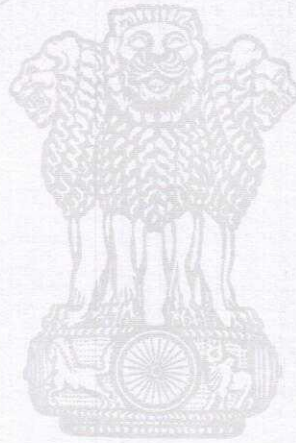
change but such a huge increase in the price of flat was because of the fact that respondent had greatly delayed construction of the project. The offer of possession sent to the complainants on 19.02.2018 is not a valid offer because of the exorbitant demands raised along with it and complainant cannot be forced to accept such an offer of possession. Respondent should have promptly returned the amount deposited by the complainant after cancellation but respondent did not do so. Therefore, it is the respondent who is at fault here for unnecessary delay in delivery of possession and levying of huge demands and thus complainant is entitled to refund of the paid amount alongwith interest as per 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. 527 of 2020, complainant had deposited an amount of Rs 3,58,000/- 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 2,43,440/-. Therefore, respondent is directed to pay an amount of Rs 6,01,440/- as refund of deposited money alongwith interest to the complainant.

6. In complaint no. 589 of 2020, complainant had deposited an amount of Rs. 1,99,000/- 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 1,44,675/-. Therefore, respondent is directed to pay an amount of Rs 3,43,675/- as refund of deposited money alongwith interest to the complainant.

7. 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]