



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 1442 OF 2020

Rajinder Thukral

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

## 2. COMPLAINT NO. 1443 OF 2020

Rajinder Thukral

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

## 3. COMPLAINT NO. 2599 OF 2019

Rajni Aggarwal Singla

...COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

## 4. COMPLAINT NO. 2841 OF 2019

Suresh Sridhar

...COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 18.05.2022**

**Hearing: 3<sup>rd</sup> in Complaint No. 1442 & 1443 of 2020.**

5<sup>th</sup> in Complaint No. 2599 of 2019.

4<sup>th</sup> in Complaint No. 2841 of 2019.

**Present: -** Mr. Vikrant, Ld. Counsel for the complainants through VC.  
( in Complaint No.s 1442 & 1443 of 2020)  
Mr. Abhishek, Ld. Counsel for the complainant through VC.  
( in Complaint No. 2599 of 2019)  
Mr. Vimal Kumar, Ld. Counsel for the complainant through  
VC. ( in Complaint No. 2841 of 2019)  
Mr. Shubhnit Hans, Ld. Counsel for the respondent through  
VC.  
Mr. Hunarveer Singh, Ld. Counsel for the respondent.

**ORDER (RAJAN GUPTA-CHAIRMAN)**

1. The captioned complaints are being disposed of through this common order for the reason that core issue involved in all cases are identical. All these cases pertain to the same project of the respondent i.e. 'TDI City' at Sonapat. This order is being passed keeping in view facts of lead **Complaint case no. 1442 of 2020 Rajinder Thukral vs TDI Infrastructure Pvt. Ltd.**

2. Case of the complainant is that he booked a plot in the project named "TDI City" of the respondent situated at Sonipat on 30.11.2005. Plot

No. B-R2/52, measuring 250 sq. yds. was allotted to complainant. No Builder Buyer Agreement (hereinafter referred to as BBA) was executed between parties. Complainant has paid Rs.11,03,125/- against total sale consideration of Rs.9,18,750/-. In certain similar cases respondent had assured allottees to deliver possession of plots within three years from the date of booking. After taking entire consideration amount, delivery of possession should be given within reasonable period of time which in such cases is three years. Thus, learned counsel for complainant pleaded that even in the present case since no agreement has been executed by the respondent, therefore, the deemed date of delivery of plot should be taken as three years from the date of booking, meaning thereby that complainant's plot should have been delivered to him by Nov, 2008.

3. Grouse of the complainant is that despite lapse of about seventeen years from the date of booking respondent has failed to deliver possession of plot to the complainant. Further, respondent vide its letters dated 21.06.2016 and 19.03.2019 has admitted that original plot is not available due to unavoidable reasons, and they are willing to offer an alternate plot. Thus, respondent has failed to perform his contractual obligation to deliver possession of the plot to complainant. Complainant does not wish to take delivery of any alternate plot. Therefore, complainant is seeking refund of Rs. 11,03,125/- along with interest as per Rule 15 of the HRERA, Rules 2017.



4. Learned counsel for respondent stated that though the project has already been developed and Part Completion Certificate has been granted by the Department of Town & Country Planning, Haryana on 23.01.2008, 18.11.2013 and 22.09.2017, however, the plot originally allotted to complainant is not available due to unavoidable circumstances. Respondent vide its letters dated 21.06.2016 had informed the complainant that they are unable to deliver originally allotted plot to him and they are willing to offer an alternate plot to the complainant. Vide said letter respondent had invited complainant to visit his office to choose any alternate plot in the same or other project of the respondent but complainant did not come forward to avail of the options offered to him. Therefore, interest on the amount paid by the complainant deserves to be calculated only till the date respondent had invited complainant to choose alternate plot.

5. After hearing arguments of both the parties and perusal of record, Authority observes that admittedly respondent is unable to deliver originally allotted plot to the complainant as per letters dated 21.06.2016 and 19.03.2019. In alternative, respondent has offered the complainant to choose another plot. In such circumstances, complainant could either opt to take possession of another similarly situated alternate plot of his choice or withdraw from the project by taking refund of the amount paid by him along with interest. Relief of possession of particular allotted plot in present case



cannot be granted to complainant as respondent is not in a position to deliver originally allotted plot to the complainant.

6. Complainant does not want to relocate to alternate plot. Alternate plot can be offered only with express consent of the allottee. Authority cannot force an allottee to accept alternate plot when originally booked plot cannot be delivered. In such circumstances, if allottee seeks refund, the same must be granted.

In these circumstances, when respondent is not able to deliver originally allotted plot to the complainant and he has been using the amount deposited by complainant for the last seventeen years without any reasonable justification, Authority finds it to be a fit case for allowing refund of the amount paid by the complainant and directs the respondent to refund Rs. 11,03,125/- paid by the complainant along with interest at the rate stipulated under Rule 15 of the HRERA Rules, 2017 from the date of making payments up to the date of passing of this order. Letters sent by respondent inviting complainant to choose alternative plot implies that respondent is unable to deliver originally allotted plot to the complainant as promised by him. Moreover, it does not obliterate the fact that respondent had received substantial amount from the complainant and had been using it till date. Therefore, complainant is entitled to interest on the amount paid by him from the date of payments made by complainant till realization of the same.



7. In Complaint No. 1442-2020, as per calculations made by Accounts Branch, amount payable by the respondent to the complainant along with interest has been worked out to Rs. 27,70,248/- ( Rs. 11,03,125/- + Rs. 16,67,123/-). Therefore, Authority directs the respondent to refund Rs. 27,70,248/-.

8. In Complaint No. 1443-2020, as per calculations made by Accounts Branch, amount payable by the respondent to the complainant along with interest has been worked out to Rs. 25,60,647/- ( Rs. 10,51,563/- + Rs. 15,09,084/-). Therefore, Authority directs the respondent to refund Rs. 25,60,647/-.

9. In Complaint No. 2599-2019, after perusal of record, Authority observes that although complainant has sought refund of Rs. 20,65,000/- but she has attached details amounting to Rs. 18,81,250/-, therefore, respondent is directed to refund of Rs. 18,81,250/- paid by complainant along with interest. Complainant will be at liberty to file a fresh complaint along with proof of remaining amount to claim the same. As per calculations made by Accounts Branch, amount payable by the respondent to the complainant along with interest has been worked out to Rs. 48,41,938/- ( Rs. 18,81,250/- + Rs. 29,60,688/-). Therefore, Authority directs the respondent to refund Rs. 48,41,938/-.



10. In Complaint No. 2841-2019, as per calculations made by Accounts Branch, amount payable by the respondent to the complainant along with interest has been worked out to Rs. 34,18,792/- ( Rs. 13,91,250 /- + Rs. 20,27,542/-). Therefore, Authority directs the respondent to refund Rs. 34,18,792/-.

11. The respondent shall pay entire amount to the complainants within 90 days of uploading this order on the web portal of the Authority. **Disposed of** in these terms. Files be consigned to the record room and the orders be uploaded on the website of the Authority.

  
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RAJAN GUPTA  
[CHAIRMAN]

  
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DILBAG SINGH SIHAG  
[MEMBER]