



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## COMPLAINT NO. 1317 OF 2020

Ramesh Kumar Jain

....COMPLAINANT(S)

VERSUS

TDI Infrastructure Limited.

....RESPONDENT(S)

**CORAM: Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 18.05.2022**

**Hearing: 3<sup>rd</sup>**

**Present: -** Mr. Vivek Sethi, Ld. Counsel for the complainant through VC.  
Mr. Shubhnit Hans, Ld. Counsel for the respondent through VC.  
Mr. Ishwar Singh, Ld. Counsel for the respondent.

### **ORDER (RAJAN GUPTA-CHAIRMAN)**

1. Reply has not been filed by the respondent. Learned counsel for the respondent seeks time to file reply.
2. Learned counsel for complainant has objected to grant of more time to respondent to file his reply on the ground that in present case complainant had booked his plot in the year 2005 and respondent has failed to deliver possession of the same to the complainant even after lapse of seventeen years. He stated that

already about seventeen years have passed from the date of booking. Now, grant of more time to respondent to file reply etc. will only add to miseries of complainant.

3. Authority observes that this case has already been adjourned twice on the request of learned counsel for respondent for filing reply. On the last date of hearing last opportunity was granted to respondent to file reply. Objection raised by complainant to grant more time to respondent to file reply is, therefore, justified. Therefore, no further opportunity can be granted to respondent for filing reply. Case is being heard and disposed on merits on the basis of arguments of parties and facts available on record.

4. The case of the complainant is that original allottee had booked a plot in the project named "TDI City" of the respondent situated at Sonipat in 22.08.2005. Plot No. J-519, measuring 250 sq. fts. was allotted to subsequent allottee vide allotment letter dated 06.02.2006. Plot was transferred in favour of complainant in 05.10.2006. Complainant has paid Rs. 23,28,375/-. Total sale consideration for plot was not informed to the complainant. No Builder Buyer Agreement (hereinafter referred to as BBA) was executed between parties. 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 have been given within reasonable period of time which in such cases is three years. Thus, learned



counsel for the 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 22.08.2008. A copy of the allotment letter dated 06.02.2006 has been attached as Annexure-C-4. Proof of making payments have been attached as Annexure- C-2, Annexure-C-3, Annexure C -6, Annexure C-7 and Annexure C-8 of the complaint. Proof of transfer of plot in favour of complainant is attached as Annexure C-5.

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. Learned counsel for the complainant stated that after lapse of about seventeen years from the date of booking, the purpose of booking plot has been totally frustrated and now, complainant no longer needs the booked plot. Therefore, complainant is seeking refund of Rs. 23,28,375/- along with interest as per Rule 15 of the HRERA, Rules 2017.

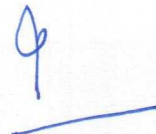
5. After hearing arguments of both the parties and perusal of record, Authority observes that admittedly respondent has failed to execute builder buyer agreement with the complainant till date. Although complainant has claimed refund of Rs. 23,28,375/- but as per receipts attached by him at Annexure- C-2, Annexure-C-3, Annexure C -6, Annexure C-7 and Annexure C-8 of the complaint, he has paid Rs. 23,23,875/- to respondent. Despite lapse of about

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seventeen years from the date of booking in August, 2005, no offer has been made by respondent for handing over possession of plot to the complainant. Till date no document has been placed on record to prove that basic infrastructural facilities have been developed at site. Even status of Occupation Certificate qua the plot is unknown. Admittedly, respondent has been using the amount deposited by complainant for the last seventeen years without any justifiable reason. Failure on part of respondent to deliver possession of plot even after a huge delay of about seventeen years has frustrated the very purpose of booking the plot. Learned counsel for complainant has stated that complainant no longer requires the booked plot. In such circumstances, the Authority finds it to be a fit case for allowing refund of the amount paid by the complainant and directs the respondent to refund amount 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.

6. After perusal of record, Authority observes that although complainant has sought refund of Rs. 23,28,375/- but he has attached receipts of Rs. 23,23,875/-, therefore, respondent is directed to refund of Rs. 23,23,875/- 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.

7. As per calculations made by Accounts Branch, amount payable by the respondent to the complainant along with interest has been worked out to Rs.





57,68,134/- ( Rs. 23,23,875/- + Rs. 34,44,259/-). Therefore, Authority directs the respondent to refund Rs. 57,68,134/-.

8. The respondent shall pay entire amount to the complainant within 90 days of uploading this order on the web portal of the Authority.

**Disposed of** in these terms. File be consigned to the record room and the order be uploaded on the website of the Authority.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]