



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## COMPLAINT NO. 1108 OF 2019

Faqir Chand Gupta

....COMPLAINANT

VERSUS

TDI Infrastructure Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 18.05.2022**

**Hearing: 7<sup>th</sup>**

**Present: -** Ms. Nidhi Jain, Ld. Counsel for the complainant through VC.  
Mr. Shubhnit Hans, Ld. Counsel for the respondent through VC.  
Mr. Hunarveer Singh, Ld. Counsel for the respondent.

**ORDER (RAJAN GUPTA-CHAIRMAN)**

1. The case of the complainant is that complainant had booked a commercial shop in the project named "Rodeo Drive-TDI City" of the respondent situated at Sonipat on 22 November, 2006. Commercial Shop No. SF-127, measuring 400 sq. fts. was allotted to complainant. No Builder Buyer Agreement (hereinafter referred to as BBA) was executed between parties. Complainant has paid Rs. 12,16,000/- against basic sale consideration of Rs. 15,20,000/-. In certain similar cases respondent had assured allottees to deliver possession of shops 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 shop should be taken as three years from the date of booking, meaning thereby that complainant's shop should have been delivered to him by November, 2009.

Grouse of the complainant is that respondent after inordinate delay of about thirteen years from the date of booking, respondent vide offer letter dated 23.03.2019 had offered possession of shop. Further vide aforesaid offer of possession, respondent has unilaterally reduced super area of the shop from 400 sq. fts. to 239.52 sq. ft which is not acceptable. Learned counsel for

complainant stated that due to such a huge reduction in area of shop i.e. about 40%, it will not be feasible for complainant to carry on his business activities from such a small place. Therefore on account of multiple defaults by respondent, complainant is seeking refund of Rs. 12,16,000/- along with interest as per Rule 15 of the HRERA, Rules 2017.

2. No reply on merits of the case has been filed by respondent till date but learned counsel for respondent verbally submitted that project has already been developed for which Part Completion Certificate was granted by the Department of Town & Country Planning, Haryana on 23.01.2008, 18.11.2013 and 22.09.2017. Learned counsel for respondent also stated that respondent company has already received Occupation certificate in respect of the said commercial site vide letter dated 12.06.2019 issued by the Director, Town & Country Planning Department, Haryana. Respondent had offered possession of the said commercial shop to the complainant on 23.03.2019. Learned counsel for respondent while admitting reduction in super area of the shop argued that same has been done as per plan approved by the department.

3. This case is being disposed on merits on the basis of arguments of parties and available record. Authority observes that admitted unilateral reduction in super area of the shop of complainant from 400 sq. fts. to 239.52 sq. fts., which is not acceptable to complainant, amounts to reduction by almost 40% of area of shop which could rendered the place non-viable for

business activities of complainant as may have been envisaged by complainant. Such unilateral reduction in area of the shop amounts to material alteration of terms of the booking and frustrates letter and spirit the purpose of the booking. Further, respondent had offered fit out possession of the shop to the complainant on 23.03.2019. Said offer has been made after delay of thirteen years from the date of booking which is highly unreasonable. Therefore, even purpose of buying commercial shop may have got totally frustrated after such extraordinary delay. Respondent has been using the amount deposited by complainants for the last sixteen years without any reasonable justification. Therefore, on account of multiple defaults by respondent, 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. 12,16,000/- 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.

4. As per calculations made by Accounts Branch, amount payable by the respondent to the complainant along with interest has been worked out to Rs. 28,53,139/- (Rs. 12,16,000/- + Rs. 16,37,139/-). Therefore, Authority directs the respondent to refund Rs. 28,53,139/- to complainant.

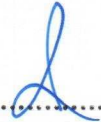
5. Respondent shall pay the entire amount to the complainant within 90 days of uploading this order on the web portal of the Authority. **Disposed**



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



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**RAJAN GUPTA**  
**[CHAIRMAN]**



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**DILBAG SINGH SIHAG**  
**[MEMBER]**

