



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

37

Day and Date	Thursday and 30.05.2024
Complaint No.	CR/1935/2023 Case titled as Kirat Singh and Tejvir Singh Dhillon VS Vatika Limited
Complainant	Kirat Singh and Tejvir Singh Dhillon
Represented through	Shri Prateek Agarwal Advocate
Respondent	Vatika Limited
Respondent Represented through	Ms. Ankur Berry Advocate
Last date of hearing	07.03.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 04.05.2023 and the reply was received on 29.09.2023.

Succinct facts of the case as per complaint and annexures are as under:

S. N.	Particulars	Details
1.	Name and location of the project	"Vatika INXT City Centre" at Sector-83, Gurugram.
2.	Project area	10.718 Acres
3.	Nature of Project	Commercial Complex
4.	DTCP license no. and validity status	122 of 2008 dated 14.06.2008 Valid upto 13.06.2016
5.	Name of Licensee	Trishul Industries
6.	Rera registered/ not registered and validity status	Not Registered
7.	Unit No.	305A, 3 rd Floor, (page 49 of complaint)
8.	Unit area admeasuring	750 sq. ft. (page 49 of complaint)



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9.	Allotment letter	09.01.2012 (page 50 of complaint)
10.	Date of buyer agreement	19.01.2012 (page 20 of complaint)
11.	Assured Return Clause	12. "The Developer has agreed to pay Rs.71.5/- per sq. ft. super area of the said commercial unit per month by way of assured return to the buyer from the date of execution of this agreement till the completion of construction of the said building. Its further agreed that the developer will pay to the buyer Rs.65/- per sq. ft. super area of the said commercial unit as committed return for upto three (3) years from the date of completion of construction of the said building or till the said commercial unit is put on lease, which ever is earlier.... (Empasis Supplied)"
12.	Possession clause	Not available
13.	Due date of possession	19.01.2015 "Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018 Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract." In view of the above-mentioned reasoning, the date of the execution of buyer's agreement dated 19.01.2012 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 19.01.2015.
14.	Total Sale Consideration	Rs.37,50,000/- (page 22 of complaint)



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15.	Amount paid by complainant	Rs.38,46,563/- (page 22 of complaint)
16.	Occupation certificate	(To be ascertained)
17.	Offer for possession	(To be ascertained)
18.	Amount paid by respondent (as Assured return)	(To be ascertained)

Part arguments heard.

The counsel for the complainant requests for grant of DPC as well as assured return in terms of clause 12 of the BBA itself. The unit is not yet handed over despite the due date having lapsed on 19.01.2015 and total sale consideration stand paid. The assured return has been paid only till September 2018 and hence, the outstanding amount along with interest is to be paid by the respondent.

Both the counsels for the parties are directed to submit brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on 12.09.2024 for final arguments/orders.

V.)

Vijay Kumar Goyal
Member
30.05.2024