

PROCEEDINGS OF THE DAY		42
Day and Date	Friday and 19.05.2023	
Complaint No.	CR/2718/2020 Case titled as MOHIT MALIK Vs ST. PATRICKS REALTY PVT LTD	
Complainant	MOHIT MALIK	
Represented through	Shri Sukhbir Yadav Advocate	
Respondent	ST. PATRICKS REALTY PVT LTD	
Respondent Represented	Shri Amit Agarwal Advocate	
Last date of hearing	31.03.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 07.10.2020 and the reply was received on 27.08.2021. Complainant submitted CRA for refund on 12.04.2022.

The counsel for the complainant states that the complainant had booked a unit at pre-launching stage and had paid a sum of Rs.12 Lakhs as booking amount and at that time of booking, no issue of PLC etc. was discussed or raised. Further stated that the application form got signed at the time of booking is undated. He further stated that allotment was done on the basis of draw of plot on 16.06.2015 as per Annexure P3 page 42 of the complaint and thereafter provisional letter was issued on 13.07.2015. Further stated that no BBA was executed between the parties till date and now originally unit No.D-108 was allotted which was later on changed unit No. D-168.

The counsel for the respondent states that as per copy of the complaint page 6 para No.7 the complainant has specifically agreed having signed expression of interest which is a false statement as it is in contradiction of para No.17 at page 9 of the complaint where the complainant has stated that he never received a copy of plot buyer agreement and did not sign any detailed application form. Further draws the attention of the authority towards page 7 of the reply which is an application form signed by the allottee where preferential location

charges are clearly mentioned and duly accepted by the allottee. Further draws attention of the authority to page 36 of the reply, where clause 3 of application form regarding earnest money deposit wherein it is mentioned that Rs.12 Lakhs booking amount shall be considered as an earnest money and it is further clarified that earnest money deposit does not included PLC, IDC and EDC etc and the company shall forfeit the entire amount of earnest money deposit in case of cancellation of provisional allotment.

Arguments heard.

Both the counsels for the parties are directed to submit written submissions if they wish to do so within a period of 4 weeks with an advance copy to each other.

Order reserved.

Matter to come up on 25.08.2023 for pronouncement of order.


Sanjeev Kumar Arora
Member
19.05.2023