



Complaint nos. 1505, 1506, 1507,
1508, 1509, 1510,
1511, 2419/19

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1505 OF 2019

Anil Kumar

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

2. COMPLAINT NO. 1506 OF 2019

Anil Kumar

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

3. COMPLAINT NO. 1507 OF 2019

Sunila Bajaj

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

4. COMPLAINT NO. 1508 OF 2019

Sunila Bajaj

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

5. COMPLAINT NO. 1509 OF 2019

Sunila Bajaj

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

6. COMPLAINT NO. 1510 OF 2019

Baldev Kumar

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

7. COMPLAINT NO. 1511 OF 2019

Baldev Kumar

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

8. COMPLAINT NO. 2419 OF 2019

Neelam Rani

...Complainant

Versus

Alpha Corp. Development Pvt. Ltd.

...Respondent

CORAM:

Anil Kumar Panwar
Dilbag Singh Sihag

Member
Member

Date of Hearing: 18.11.2020

Hearing: 9th In Complaint No.s 1505, 1506, 1507, 1508, 1509, 1510, 1511/19.
7th In complaint No. 2419/19.

Present: - Sh. Munish Kapila, Counsel for the complainants through VC.
Sh. Alok Jain & Parul Singh Counsel for the respondent through VC.

ORDER: (ANIL KUMAR PANWAR-MEMBER)

1. The complainants in the above cases have prayed for issuing directions to the respondent for delivery of possession and for awarding them interest on the already paid amounts due to delay in offering possession. It has been averred that the respondent offered possession to the complainants in the year 2013 but the same was not a valid offer for the reason that the respondent by then had not obtained the part completion certificate and further because the ownership of the project land was in dispute before the civil court.

2. The respondent on the other hand has averred that he had already obtained part completion certificate in the year 2015 and had thereafter offered possession to the complainants on 15.07.2015. According to the respondent, plots of the complainants were not located in the disputed land and since the civil suit pending in the court had been dismissed, there was no justification on the part of the complainants to accept the offer of possession and no case is, thus, made out for awarding them compensation on account of delay in delivery of possession.

3. After hearing the parties, the Authority observes that the respondent in terms of Builder Buyer Agreement (BBA) entered between the parties on 25.03.2010 was reasonably under an obligation to complete the project and offer possession within three years i.e. latest by 25.03.2013. Going by the respondent's

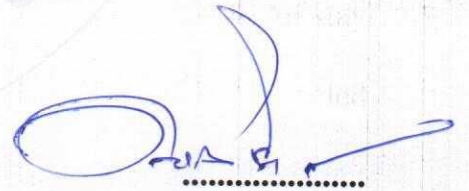
own version, he had applied for part completion certificate on 15.03.2011 and copy of the application so filed was attached as Annexure R-7. It is evident from Annexure R-14 produced by respondent that he was granted part completion certificate on 02.07.2015. Respondent has produced two letters viz. Annexure R-8 and Annexure R-17 to prove his version on the point that he has offered possession to the complainants firstly on 08.05.2012 and secondly on 15.07.2015. The Authority is of the considered opinion that offer dated 08.05.2012 is not valid offer because the respondent by that date has not obtained the part completion certificate. However, the second offer dated 15.07.2015 is valid offer for the reason that the respondent before such offer had been granted part completion certificate on 02.07.2015.

4. The complainants have averred that they have not received the letter dated 15.07.2015 containing offer of possession. The respondent has produced the postal receipt regarding dispatch of offer dated 08.05.2012 but the postal receipt in respect of second offer dated 15.07.2015 was not attached with his reply. So, the Authority prima-facie finds merits in complainants' submission that they had not received the letter of offer dated 15.07.2015. The respondent is, therefore, directed to produce on the next date of hearing the proof regarding dispatch and communication of letter of offer of possession to the complainants.

5. It deserves to mention that the respondent's learned counsel has today sought to argue that the Authority has no jurisdiction to adjudicate upon the present complaints. His precise submission is that the Authority has no

jurisdiction to adjudicate upon the complaints which have been filed by the complainants in respect of project for which the promoter had already obtained part completion certificate. This matter was already decided by the Authority against the respondent vide orders dated 06.11.2019, 18.12.2019 and 11.02.2020 and the appeal preferred by the respondent against the said orders has since been dismissed by the Hon'ble Appellate Tribunal. So, the question of maintainability and jurisdiction cannot be allowed to be again agitated by the respondent. However, the respondent's counsel has still sought to argue that this Authority would have no jurisdiction to deal with the present complaints in the wake of stay granted by the Hon'ble Supreme Court in SLP No. 13238-13256 of 2020 – titled as "M/s Sana Realtors Pvt. Ltd. Versus Union of India and others". He has not been able to substantiate his arguments in this regard and is rather seeking adjournment to address on this point in detail on the next date of hearing.

6. In view of above, the present complaints are adjourned to 03.12.2020 for arguments.



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]