



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 324 OF 2021

Bharat Bhushan AilawadiCOMPLAINANT(S)

Versus

Ansal Properties And Infrastructure Ltd.RESPONDENT(S)

CORAM: Dr. Geeta Rathee Singh Member
Nadim Akhtar Member

Date of Hearing: 04.10.2023

Hearing: 11th

Present: - Sh. Bharat Bhushan Ailawadi, complainant in person.
Sh. Sunny Tyagi, counsel for the respondent through VC.

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. On the last date of hearing i.e. on 04.07.2023 a detailed order was passed. Said order is being reproduced for ready reference:

On 5th hearing of this case dated 22.04.2022, complainant was given certain directions. Said order is being reproduced below for ready reference:

Geeta Rathee

“Authority has gone through the documents placed on record by complainant and finds that the complainant has not filed the complaint in proper format. Facts of the complaint are not clear from his pleadings and are nor supported by requisite documents. The documents and receipts annexed with the complaint are in not in proper sequencing and are haphazardly attached. Authority is not able to understand the relevance of those documents as referred by the complainant. Moreover, in the relief prayed for by the complainant it is not clear as to whether he wants refund of the amount deposited by him or is seeking possession of the plot booked by him. In nutshell, the complaint, Authority is at loss to understand the grievances of the complainant and reliefs claimed by him and hence directs the complainant to file amended complaint in proper format and sequencing along with annexures supporting his claims.

Case is adjourned to **04.08.2022** by when complainant should file revised complaint failing which this complaint will be dismissed with a liberty to file a fresh one. A copy of revised complaint be sent to respondent to enable them to file reply”

2. After passing of this order by the Authority, complainant filed his submissions on 09.09.2022. As per the said submissions and previous complaint, the facts that are made out with regard to this complaint are:

S. No.	Particulars	Details
1.	Name of the project	Sushant City, Sonipat
3.	Plot no.	C2110
4.	Unit area	303 sq. yards
5.	Date of builder buyer agreement with Original allottee Mr. Sandeep Bagga	22.02.2008
6.	Due date of offer of possession- As per clause 9 of BBA	Within a reasonable time after the plot gets finally demarcated at the site and after receipt from him of full consideration and



		<i>other charges.</i>
7.	<i>Date of endorsement (In favor of complainant)</i>	17.03.2008
8.	<i>Basic sale price</i>	₹ 5500/- per sq. yard
9.	<i>Amount paid by complainant</i>	₹ 19,15,531.35/- (As claimed by the complainant however receipts of only Rs. 11,83,127/- are annexed in the complaint)
10.	<i>Offer of possession</i>	Not offered (as per version of complainant)

3. *The complainant in his submissions has prayed for the following reliefs:*

- (i) *That issue order with respect to opposite party guilty of arbitrariness, Dishonesty, cheating and negligence of hiding facts and not providing adequate services to complainant causing mental tension and agony;*
- (ii) *Direct the opposite party to immediately register plot in the name of complainant after obtaining required clearance from state authorities pending if any;*
- (iii) *Direct the opposite party to refund Rs. 88431.35 excess charged as mentioned in allotment letter without any justification or reason thereof along with interest of 24% per annum to the complainant;*
- (iv) *Direct the opposite party to pay interest at 24% on last instalment of Rs. 182710.00 which was to be paid on or before registration of plot as per plot buyers agreement collected on 28.01.2011 till registration of plot is completed.*
- (v) *Direct the opposite party not to collect any interest (50% already waived by the DC Sonipat) from complainant since demand was not raised as per schedule of payment of Plot Buyers Agreement and it was intentional delay from their side to deliver preferential plot to complainant as mentioned in sr. no. 5,6 and 7 of submission above.*
- (vi) *Direct the opposite party not to collect any maintenance charges for the reason mentioned in submission clause 8-9 since*

Rathore

there is question of maintenance charges when the project is in very shabby condition/deserted/not live worthy.

- (vii) *Direct the opposite party to compensate the damage to health, mental tension suffered by complainant and his family members for cheating on plot location and issuing unreasonable and untimely demand with threat and intimidation to the tune of Rs. 5,00,000/-*
- (viii) *Direct the opposite party to compensate the expenses incurred by complainant for the forced reason since last ten years on various visit to the DC office Sonipat, site visit and also legal expenses owing to this complaint.*
4. *Respondent in his reply has submitted that complainant has not filed the complaint in proper form. It is submitted that possession of the plot was offered to the complainant on 08.10.2008 along with final statement of account and demanded the outstanding amount of Rs. 10,65,823.43 but the complainant failed to make the payment. No excess amount of Rs. 88,431/- was collected by the respondent and an amount of Rs. 80020/- is still payable by the complainant. All the necessary facilities are provided by the respondent and respondent is ready to execute the conveyance deed after receipt of balance outstanding amount.*
5. *Today, complainant could not prove his case with respect to amount claimed by him as he has claimed to have been paid Rs. 19,15,531.35/-. However, receipts of only Rs. 11,83,127/-are annexed.*
6. *Authority observes that in the hearing dated 22.04.2022 complainant was directed to file amended complaint in proper format and sequencing along with annexures supporting his claims. However, he chose not to file amended complaint and submitted his written submissions dated 09.09.2022. Said submissions were taken on record. On perusal of the same it is found that complainant's case is still not clearly made out and the complainant is insisting to argue his case based on the material already placed on record.*
7. *The complainant has prayed for 8 reliefs in the said submissions. Complainant is directed to argue upon each relief claimed by him separately duly supported with documentary evidence. Further,*

Fathee

respondent has submitted that that possession of the plot was offered to the complainant on 08.10.2008 along with final statement of account and demand of an amount of Rs. 10,65,823.43 was made but the complainant failed to make the payment. The said offer letter has not been annexed in the reply filed by the respondent.

8. *Both the parties are directed to prove their case on the next date of hearing. No further opportunity will be granted to argue this case.*
2. Today, complainant submitted that he agrees with the facts of the complaint captured in the last order of the Authority dated 04.07.2023. He further stated that in the said order it has been mentioned that complainant has claimed to have paid an amount of ₹ 19,15,531.35/- but receipts of only ₹11,83,127/- are annexed in the complaint. For receipt of the remaining amount of ₹7,32,404/- complainant referred to agreement for sale annexed in the complaint wherein it has been mentioned that respondent has received a sum of ₹7,32,404/-. Said fact has now been taken on record.
3. Vide order dated 04.07.2023, respondent was also directed to submit documents with respect to offer dated 08.10.2008. Said document has not been filed by respondent till date.
4. Ld. Counsel for the respondent sought further short adjournment for filing requisite documents. His request has been accepted subject to cost of ₹25,000/- payable to Authority. Respondent is directed to file the documents with an advance copy to the complainant within a week.

5. Case is adjourned to 18.10.2023



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NADIM AKHTAR
[MEMBER]



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DR. GEETA RATHEE SINGH
[MEMBER]