



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 639 OF 2020

PratibhaCOMPLAINANT

VERSUS

Ferrous Township Pvt. Ltd.RESPONDENT

Hearing : 9th

CORAM: **Dr. Geeta Rathee Singh** **Member**
 Nadim Akhtar **Member**

Date of Hearing: 25.01.2023

Present: - Mr. Pawan Bansal, learned counsel for the complainant through video conferencing
 Mr. Sourabh Goel, learned counsel for the respondent through video conferencing

ORDER (DIR. GEETA RATHEE SINGH - MEMBER)

1. Perusal of record file reveals that this is 9th hearing of the captioned matter today. This case was adjourned during previous hearings at the request of Sh. Sourabh Goel, learned counsel for respondent promoter who sought

some time to settle this matter. However, no settlement has been arrived at between parties, despite availing several opportunities by the respondent promoter.

2. Complainant had booked a plot bearing no. B-222, measuring 268.01 sq. yards in respondent's project "Ferrous Megapolis City", situated at Sector-70, Faridabad by paying an amount of Rs. 5,50,000/- on 23.02.2012. Respondent promoter issued allotment letter dated 17.03.2012. Basic sales price of the plot was Rs. 60,30,225/- against which complainant had paid an amount of Rs. 61,98,568/-. Thereafter, respondent promoter was re-allocated another plot no. B-300 measuring 268 sq. yards. However, no offer of possession has been made by the respondent till date. Complainant also visited the project site but there were no signs of development of project. Therefore, complainant sought relief of refund along with permissible interest as per Rule 15 of HRERA Rules, 2017 framed under RERA Rules, 2016.

While perusing case file, it is also observed that builder buyer agreement is not annexed in complaint file. Nothing is mentioned with respect to builder buyer agreement. Therefore, a clarification is required as to whether builder buyer agreement was entered into the parties or not?

3. On the other hand, respondent vide his written submissions dated 07.09.2020, submitted that they have not been able to complete the project due to force majeure circumstances, i.e., a litigation was going on in the Hon'ble Punjab and Haryana High Court challenging partition proceedings of some

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piece of land. As a result of the same, Hon'ble Punjab and Haryana High Court vide its order dated 01.07.2014 directed parties to maintain status quo with respect to land in question. Besides, CWP No. 25226/2013 was filed in Hon'ble Punjab and Haryana High Court, which was finally disposed off on 09.05.2016 with direction to remand back the matter to Assistant Collector, Ballabgarh for fresh adjudication. To safeguard interest of allottees, respondent challenged this order dated 09.05.2016, by way of LPA No. 2129, 2131, 2081 and 2142 of 2016 and vide order dated 26.10.2016, Hon'ble Punjab and Haryana High Court stayed passing of final order and fixed the matter for 30.09.2020. Thus, respondent promoter demands reasonable extension of time for completion of project in question and period during which land in question remained under stay be excluded from 36 months time period for delivery of possession to complainant.

4. Today, during hearing, learned counsel for the complainant reiterated the factual matrix of the case as narrated above and apprised the Authority that there has been an inordinate delay in handing over possession of the plot in question. Therefore, complainant wish to withdraw from the project of the respondent and prays for refund of the paid amount along with interest as per Rule 15 of HRERA Rules, 2017 framed under RERA Rules, 2016..

5. On the other hand, Sh. Sourabh Goel, learned counsel for respondents submitted that there is possibility of arriving at settlement and one last opportunity be given to settle the matter.

6. After considering facts and circumstances of the case, Authority observes that there has been an inordinate delay in handing over possession of plot to complainants and project is not likely to be completed in the near future, therefore, Authority observes that by virtue of section 18 of RERA Act, 2016, allottees are within their right to ask for refund as no timeline is being committed by respondent for handing over of possession. Allottees cannot be forced to wait for an indefinite period for possession of booked unit. However, since arguing counsel for respondent requested for adjournment to settle the captioned matter, therefore one last opportunity is granted to respondent promoter to settle the matter, failing which case will be decided on merits.

Also, complainant is directed to place on record builder buyer agreement entered into between the parties.

7. Case is adjourned to 15.03.2023.



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NADIM AKHTAR

[MEMBER]



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DR. GEETA RATHEE SINGH

[MEMBER]