

interest to the complainant in the complaint. Relevant part of order dated 29.07.2022 is reproduced below for reference:-

“5. Authority further observes that even after lapse of fourteen years from the date of agreement, respondent has failed to handover possession of unit/office space to the complainant till date. Respondent has not even mentioned the date of delivery of handover of possession in BBA or even in MOU. Respondent has also failed to specify the date by which the construction of office space will be complete and delivered to the complainant. Even, present status of construction of unit/office space has not been mentioned by the respondent. Even, status of Occupation Certificate/ Completion Certificate qua the unit/office of the complainant or the project is unknown as respondent has given no information regarding the same.

Thus, extraordinary delay has already been caused by respondent in completion and in delivery of possession of booked unit/office space which amounts to breach of terms of agreement. Already about fourteen years have lapsed from the date of booking and delivery of possession of unit/office space with Occupation Certificate does not seem possible in foreseeable future. Therefore, complainant cannot be forced to wait for indefinite time to get delivery of possession of his booked unit/office space.

In view of above facts, Authority is of the considered opinion that construction of unit/office space is incomplete even after fourteen years from the date of booking. Therefore, even purpose of buying commercial unit/office space may have got totally frustrated after such extraordinary delay, therefore, complainant cannot be compelled to continue with the booking and wait for more time to get its possession.

In view of above facts, Authority finds this to be a fit case for allowing refund of the

amount paid by the complainant and directs the respondent to refund Rs. 24,50,000/- to the complainant. As per copy of subsidiary ledger and statement of accounts annexed as Annexure R-2 & R-3 with reply, respondent has paid assured monthly return to the complainant till 31.10.2019. Therefore, respondent shall also pay assured monthly return till date of order which comes to Rs. 4,70,869.40/- (Rs. 22458/- x 20 months + 29 days). Respondent shall also pay interest on Rs. 4,70,869.4/- w.e.f. 01.11.2019 up to the date of passing of this order.

6. *As per calculations made by Accounts Branch, amount payable by the respondent to the complainant has been worked out to Rs. 30,47,547.40/- (Rs. 24,50,000/- + Rs. 4,70,869.40/- + Rs. 1,26,678). Therefore, Authority directs the respondent to refund Rs. 30,47,547.40/- to complainant. ”*

2. Thereafter, complainant filed an application for rectification of the order dated 29.07.2022 on grounds that (i) Respondent is bound to pay provisional rental rate till the date of handover of possession i.e 07.09.2022 & not till date of order.; (ii) Ld. Authority has skipped awarding the interest in the form of ‘delay penalty charges’ to the complainant. (iii) Further, the Authority is requested to consider the prayer of complainant on account of mental harassment and agony & (iv) to initiate suo-moto action against the developer on account of unlawful and void sales

3. Mr. Sanskriti Tyagi, learned counsel for complainant sought time to argue on the rectification application.
4. Mr. Shubhnit Hans, learned counsel for the respondent vide email dated 28.03.2023 sent on the office email Id has requested for adjournment in captioned complaint, stating, that he is unable to attend the proceedings as he is travelling for some urgent work and is, therefore, in some personal difficulty.
5. Case is adjourned to 27.04.2023 for arguments on application for rectification filed by complainant.



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DR. GEETA RATHEE SINGH
[MEMBER]



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NADIM AKHTAR
[MEMBER]