



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

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1506 OF 2019

Anil Kumar ...Complainant

Versus

Alpha Corp. Development Pvt. Ltd. ...Respondent

2. COMPLAINT NO. 1505 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

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1508, 1509, 1510,
1511, 2419/19

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: Rajan Gupta
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 30.03.2021

Hearing: 14th In Complaint No.s 1505, 1506, 1507, 1508, 1509, 1510, 1511/19.
12th In complaint No. 2419/19.

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

ORDER: (RAJAN GUPTA-CHAIRMAN)

1. Complaint no. 1506 of 2019 Anil Kumar versus Alpha Corp. Development Pvt. Ltd. is being taken as lead complaint for disposal of the captioned bunch of eight complaints.

2. As captured from the written complaint and the affidavit filed by complainant, facts of the matter, according to the complainant, are that the complainant had booked a residential plot bearing no. 344 measuring 290 square yards in the Alpha International City, Fatehabad, a colony promoted by the respondent company. For development of the said colony, respondent had obtained a license no. 90 of 2008 for land measuring 51.744 acres. Total consideration of the plot was Rs. 16,67,500/- which has been fully paid by the complainant. The Builder Buyer agreement was executed in the year 2009. Originally, the plot in question was allotted to one Shri Shamsher Singh, but subsequently, on 13.04.2011 it was purchased by the complainant with due permission of the respondent company. Endorsement in this regard had been made by the respondent in favour of the complainant. According to the complainant, possession of the plot should have been offered by 13.04.2012 which was not done. However, complainant has written in his complaint that respondent offered possession of the plot to complainant vide letter dated 24.09.2013. The complainant has annexed a copy of the said letter dated 24.09.2013 as Annexure C-2 with the complaint. According to the complainant, as per the recitals in Annexure C-2 i.e. letter dated 24.09.2013, title of the respondent on the project land was not clear at the time of offer of possession. It has been further alleged that offer of possession was a false letter. In support of his argument, the complainant has annexed Annexure C-3 which is a report given by the Additional Deputy Commissioner, Fatehabad regarding various disputes relating to land of the colony in question.

3. It is made out from the written complaint filed by the complainant that the complainant did not take possession of the allotted plot only for the reason that the complainant understood that the title of the respondent company on the land in question was not clear on the date of offer of possession. Now,

complainant seeks possession along with compensation on account of delay in handing over possession.

4. The respondent in his written reply has agreed that the plot in question was endorsed in favour of the complainant by the respondent company. The respondent states that he has completed all development works in accordance with approved plans and has also obtained a report of the Chief Engineer certifying that all development works have been completed. The respondent, after completion of development works, applied for grant of completion certificate on 15.03.2011 for the colony to the Town & Country Planning Department. The respondent has specifically reiterated that all development works were completed, in the area in which the plot of the complainant was situated, when offer of possession was made. In regard to the civil litigation, the respondent states that the said litigation was going on when the complainant had purchased the plot from the original allottee and had sought endorsement from the respondent on 23.08.2011. Further the civil litigation was in respect of only 9.74 acres area out of total 51.744 acres. Moreover, there was no litigation whatsoever pending in respect of the land area on which plot of the complainant was situated. Furthermore, the said litigation has been dismissed by Ld. Additional Civil Judge (Senior Division) Fatehabad and no dispute or any stay survives even in respect of the land which was subject matter of litigation. According to the respondent, the complainant had no justification whatsoever in not taking possession of the allotted plot. The respondent alleges that the complainant is only an investor and is interested in making profit out of market fluctuations.

The respondent further states that the company first of all offered possession of plots to the complainants on 08.05.2012. A copy of the said letter has been annexed as Annexure R-8 along with the postal receipt thereof. The said offer of possession letter was accompanied with a demand for payment of Rs. 6,18,605/- including stamp duty of Rs. 94,573/- and registration charges of Rs.



10,210/-. The respondent has further annexed a letter dated 18.09.2012 vide which enhanced EDC was demanded in accordance with the demand raised against them by the Town & Country Planning Department. The said demand, however, was amended vide revised demand letter dated 29.04.2013 which was again in accordance with the demand letter issued by the Town & Country Planning Department. In the letter dated 29.04.2013, the complainant was asked to pay an amount of Rs. 7,14,249/- before taking possession and getting the conveyance deed executed.

In brief, the case of the respondent is that they had completed the colony strictly in accordance with law. They had applied for grant of part completion certificate in the year 2011 after getting report of the Chief Engineer, HUDA certifying that all the services have been laid in the colony. There was no dispute relating to the title of the land. The civil litigation referred to by the complainant neither related to the portion of the land on which complainant's plot was situated nor the said litigation resulted in any adverse orders against the respondent. According to the respondent, the complainant has failed to pay the due amount and has also failed to take lawful possession of the plot. Therefore, no relief deserves to be granted to the complainant and all complainants deserve to be dismissed.

5. Today is the 14th hearing in the matter. In several previous hearings, issue relating to jurisdiction of the Authority had been discussed and the Authority had ruled that it has the jurisdiction to deal with this matter. An appeal filed against the orders of the Authority has also been dismissed by the Hon'ble Appellate Tribunal, Haryana.

6. Based on written submissions of both parties, oral arguments submitted from time to time, and interim observations made by the Authority in previous hearings, the Authority finally disposes of this matter with following findings and orders:



- (i) The only dispute raised by the complainant in this complaint is that he did not take possession of the plot offered to him vide letter dated 24.09.2013 for the reason that a civil suit titled Smt. Neelam Kumari & others versus Elegant Real Tech and others was pending at the time of receipt of offer of possession. However, it is clearly made out from the facts on record that the said civil suit did not result in any adverse orders against the respondents. In fact, the civil suit has been dismissed for all practical purposes. Therefore, it can be inferred that the civil suit was frivolous litigation. Furthermore, the said civil suit pertained only to 9 acres and 7 kanal land out of total 51.744 acres land of the project. The complainant has made no allegation that the civil suit pertained to the land on which the plot of the complainant was situated. The respondent specifically reiterates that the civil suit would not have in any case affected the plot of the complainant as it pertained to a separate parcel of land.
- (ii) The respondent has annexed Annexure R-8 letter dated 12.05.2012 vide which an offer of possession was made along with a demand of about Rs. 6.17 lacs. The complainant has made no reference to this letter. Instead, they have referred only to a letter dated 24.09.2013 vide which a reminder was issued by the respondent to the complainant to take possession. It can, thus, be made out that the complainant failed to take possession of the plot despite an offer having been made to him. The complainant has concealed the fact of having received letter dated 12.05.2012.
- (iii) The Authority has perused Annexure R-14 letter dated 02.07.2015 written by the Director, Town & Country Planning



Department to the respondent company stating therein that the colony is hereby granted the part completion certificate. The letter of the Director certifies that all development works have been completed and the said part completion certificate has been granted in reference to an application dated 18.03.2011. This letter indicates that all development works of the colony had been completed by the respondent company by March 2011 when the application for grant of part completion certificate was filed.

- (iv) The Authority has perused Annexure R-15 which is a letter dated 03.05.2018 issued by the Director, Town & Country Planning Department to the respondent company vide which part completion certificate was granted even in respect of land over which civil dispute had been raised. The letter specifically reads that the Chief Engineer HUDA, Panchkula vide letter dated 16.08.2011 has certified that the development works in the colony already stands completed. Accordingly, it can clearly be concluded that the offer of possession given to the complainants in May 2012 was a legally valid offer of possession which the complainants failed to take for no justifiable reason.
- (v) A long list of correspondence has been annexed by the respondent company with their written statement vide which they have repeatedly offered the possession of the plot to the complainant, but the complainants for the reason best known to them have failed to take possession.
- (vi) It is also observed that after receipt of the offer of possession in May 2012, the complainants simply kept quiet and never raised any objection or wrote any letter to the respondent

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company disputing the validity of the offer of possession. The complainant simply chose to remain silent and thereafter file these complaints before the Authority in the year 2019. The arguments of the learned counsel for the complainants that they had been verbally pursuing the matter with the respondents cannot be given much weightage in the face of the facts of the matter narrated above.

- (vii) Complainants have made no averment whatsoever either verbal or in writing to say that the demand made by the respondents along with their various offer of possession was not justified. No finding, therefore, is being recorded by the Authority in respect of the demands made by the respondent while giving various offers of possession to the complainant.

In view of the above, this complaint is dismissed and the complainant is directed to take possession of the plot in accordance with latest offer letter issued to him by the respondent. This order will also, as such, be applicable on all other captioned complaints. **Disposed of.** Files be consigned to the record room.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]