



Complaint No.600 of 2018

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 600 OF 2018

Yogesh Chandana

....COMPLAINANT(S)

VERSUS

Ashok Kumar Bansal

....RESPONDENT(S)

CORAM: Rajan Gupta
Anil Kumar Panwar

**Chairman
Member**

Date of Hearing: 09.04.2019

Hearing: 6th

Present: - Ms. Vivek Sheoran, Counsel for Complainant
None for respondent
(in Complaint No.600 of 2018)

ORDER (ANIL KUMAR PANWAR- MEMBER)

1. The complainant's case is that she had entered into a memorandum of Undertaking (MOU) with the respondent on 31.08.2010 for taking on lease

an office space of 278 Sq. Fts. in his project named "Piyush Global-I" situated in YMCA Chowk, Faridabad. She had paid Rs. 12,38,629/- to the respondent against a total consideration of Rs. 13,03,820/- at the time of execution of MOU and the balance amount was agreed to be paid at the time of handing over the possession.

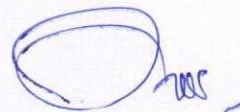
2. It was agreed between the parties that the respondent will deliver the possession within a period of 24 months of the execution of MOU and in case of delay in handing over the possession, respondent will continue to pay the complainant an assured return of Rs.12,386/- per month till possession is delivered. The complainant's grievance is that the respondent has failed to deliver the possession till date and had paid the assured amount only till February, 2016. So, complainant has prayed for directing the respondent to pay her the outstanding amount of assured return including arrear of Rs. 4,08,738/- of the period from March, 2016 to December, 2018 along with interest.

3. Notice of the complainant was duly served upon the respondent on 18.10.2018, however, he has neither appeared to contest the complaint nor has filed his reply in the matter. For today, he was afforded last opportunity for filing reply and since he has failed to appear and to file his reply, he is ordered to be proceeded ex-parte.

4. The complainant in order to support her claim on the point that the respondent had agreed to lease her a commercial space and had received Rs.

12,38,629/- has attached a copy of MOU which is available at page 15-31 of the paper book. The respondent has chosen not to contest the complaint and therefore averments made in the complaint and genuineness of the documents attached therewith, deserve creditability. It is borne out from the MOU that the respondent was duty bound to handover the possession of the commercial space to the complainant within 24 months of receiving the amount and in case of his failure to do so, he was liable to pay an assured return of Rs. 13,038/- per month to the complaint till the delivery of the possession. The complainant has fairly disclosed in her complaint that the respondent had paid the assured amount to her till February, 2016 and has failed to discharge his liability in this regard thereafter, so the complainant is entitled to the arrears of Rs. 4,08,738/- along with interest for the period from March 2016 to December 2018 as also for future months till the delivery of possession @Rs 13,038/- per month.

5. For the reasons recorded above, the complaint is allowed and the respondent is directed to pay the arrears of Rs. 4,08,738/- along with interest as prescribed under Rule 15 of the HRERA Rules for the period from March 2016 to December 2018 as also for future months till the delivery of possession. The respondent shall pay the amount in two instalments within 90 days of which the first instalment comprising of 50% of the total amount within 45 days from the date of uploading of the order and remaining amount



in the next 45 days, failing which he shall be liable to pay the penal interest @ 18% per annum on the unpaid amount.

6. Complaint is accordingly **disposed of** and file be consigned to the record room.



ANIL KUMAR PANWAR
[MEMBER]



RAJAN GUPTA
[CHAIRMAN]

