

**BEFORE THE
REAL ESTATE REGULATORY AUTHORITY, PUNJAB
AT CHANDIGARH**

File No. 3/M(SG)

GC No.10112018

Date of Filing: 13.08.2018

Date of Decision: 15.07.2019

PBRERA-SAS80-PR0063

Sat Prakash Chauhan Flat No. 408, Zynia Block-8, Amravati Apartments, Sai Road, Phase-3,
Baddi, Solan, (HP)-173205

...Complainant

Versus

M/s. Primary Estates & Developers Pvt. Ltd., SCO 43, Ground Floor & Basement, New
Sunny Enclave, Near KFC, Sector 125, Mohali (Pb.)140301.

...Respondent

Present:- Sh. Subhash Saini, Legal Adviser on behalf of complainant.
Respondent Ex-Parte.

A complaint was filed on 13.08.2018 against the respondent in which it was alleged that the complainant had booked Flat No. 8226C/SF in Arcadia Green Homes, Sector 125, SAS Nagar in April, 2014 by paying the full purchase price of the flat amounting to Rs.26,15,799/- , in advance, to the respondent, as per the details mentioned in the complaint. After receipt of 100% advance payment, the respondent issued an allotment letter dated 28.04.2014 with the commitment that the flat will be delivered within the stipulated period between December, 2014 to February, 2015. Despite continuous follow-up by the complainant, the respondent failed to give any definite date for the possession of the flat. In July, 2016 in view of the delay in handing over the flat, the complainant gave a written request on 29.7.2016 for cancellation of booking of the said flat and for refund of amount paid alongwith the interest. All the original documents



were duly handed over to the respondent to enable him to resell the flat to some other buyer to facilitate faster refund. The respondent promised to pay a total sum of Rs.27,00,000/- as against the initial deposit of 26,15,799/- by way of mutual compromise out of which he paid a sum of Rs.1,00,000/- on 12.3.2017 with the commitment to pay the remaining amount in installments to be cleared till January, 2018.

In the meantime, the respondent sold the flat to another buyer and as against the balance amount of Rs.26,00,000/-, the respondent paid only a sum of Rs. 2.50 lakhs on 29.5.2017 & another Rs. 2.50 lakhs on 7.10.2017 but failed to pay the remaining amount. The respondent filed an affidavit on 26.10.2018 stating a detailed plan for payment of the balance amount & interest, as mentioned below:-

1.	Cheque No. 002322	Dated 20.12.2018	Rs.3,00,000/-
2.	Cheque No. 002323	Dated 20.01.2019	Rs.3,00,000/-
3.	Cheque No. 002324	Dated 20.02.2019	Rs.3,00,000/-
4.	Cheque No. 002325	Dated 20.03.2019	Rs.3,00,000/-
5.	Cheque No. 002327	Dated 15.04.2019	Rs.1,26,000/-

Despite submission of an affidavit to this bench, the respondent has failed to refund the complete balance amount and has further not appeared before this bench on the last date of hearing although he has been given several extensions to make the payments, on the request of his own counsel, as he repeatedly sought more time to arrange for the funds. Non-appearance on the last date of hearing on 4.6.2019 and further no response till date safely leads to a conclusion that the respondent is not willing to honor the affidavit submitted to this bench. Hence, it is imperative to decide the matter on merits, as all aspects of the case have already been argued thoroughly.

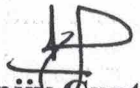
In view of the facts, stated above, the act of the respondent in reselling flat in 2017 and not repaying the amount received from the complainant in 2014 amounts to not only the contravention of Section 18 of the Real Estate (Regulation and Development) Act, 2016 but also an act committed with dishonest intention. Since, the compromise deed is no more valid, the following is ordered on the merits of the case as per the provisions of the Act & Rules made thereunder:-



- i. The respondent shall pay a sum of Rs. 4,00,000/- being the balance principal amount forthwith within 60 days of this order.
- ii. The respondent shall pay interest on the amount received, from the date of receipt as per the State Bank of India highest marginal cost of lending rate plus 2% as applicable from time to time. This sum shall be calculated on the reducing balance on the principal amount, as per the principal amount repaid from time to time, as per the chart of calculation submitted by the complainant, a copy of which is attached with this order. The interest has been calculated till 31.5.2019.
- iii. Further Interest as per the same principal be paid till the actual date of payment of the entire balance principal amount.

The complaint is accordingly disposed off. File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent.

Place: Chandigarh
Dated: 15.07.2019


(Sanjiv Gupta)
Member
RERA, Punjab

15/07/19

Place: Chandigarh
Dated: 15.07.2019

(Sanjiv Gupta)
Member
RERA, Punjab