

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

File No. 32/M(SG)

GC No.11162018

Date of Filing: 07.12.2018

Date of Decision: 23.07.2019

PBRERA-SAS79-PR0039

Ram Kumar Chauhan, VPO Khudda Kalan, Distt. Ambala, Haryana 133104

...Complainant(s)

Versus

M/s. Omaxe Limited, Corporate Office:7, Local Shopping Centre, Kalkaji, New Delhi-110019

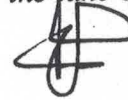
...Respondent(s)

Present:- Complainant alongwith Sh. Tarun Singhal, Advocate.
Sh. Munish Gupta alongwith Sh. Nihal Singh, Advocates for the respondent.

ORDER

Complaint received on 16.01.2019 pertains to the purchase of flat (sized 1630sq. ft.) Flat No. F-105, 1st Floor, Type Gammu in Green Tower-6 of Omaxe Greens from M/s. Omaxe Limited on 05.03.2013. The actual sale consideration for the flat was Rs.27,22,100/- plus additional charges and PLC as applicable to the said unit and for that complainant paid Rs. 1.50 lakh for confirming the booking on 30.08.2011. After confirming the booking amount, he also allegedly issued two cheques totalling to Rs. 5,15,000/- and the same were not presented by the respondent in the bank which caused undue delay in the payment plan and getting the possession as stated by the complainant. Further he has mentioned that the respondent has imposed a penalty of Rs.1,33,000/- on the complainant for the delayed payment despite their fault. The complainant has sought the following relief:-

"1). Direct the respondent to pay and Compensate for all the delay, inconvenience, harassment given to the complainant by the respondent and further the amount of interest till the physical possession given by them from the date of booking of the flat at the tune of Rs. Ten Lacs. 2). Award




cost of litigation of Rs. 1 lac in favor of the complainant and against the respondent. 3). Pass such other and further order(s) as this Hon'ble authority may deem fit and proper in the facts and circumstances of the present case."

Today, both the parties made their submissions and argued the matter. The counsel for the respondent submitted that the complaint is not maintainable as the complainant has already signed a settlement deed on 06.09.2018 by settling all the issues raised in the complaint in regards to adjustment of interest demanded from the complainant and interest payable by the respondent towards delay in offering possession. He further stated that the complainant took peaceful possession of his flat after signing the settlement deed and did not raise any issues which despite not being initially raised in the complaint have now been raised during the arguments e.g. non-receipt of mandatory approvals by the respondent and facts of some of the infrastructure related facilities. The counsel for the complainant admitted to signing of the settlement deed and also not raising these issues at the time of signing the same.

In view of the facts stated above and the arguments made by both the counsels, complaint is devoid of merit as has been given at a belated stage after signing a settlement deed in respect of all the issues raised in the complaint.

Accordingly, the complaint is dismissed. However, the complainant is at liberty to file fresh complaint in regards to any of the contraventions of the Act which have not been raised in the present complaint, before the appropriate forum if, he so desires. File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent.

Chandigarh
Dated: 23.07.2019


(SANJIV GUPTA)
Member
RERA, Punjab
23/07/19