

## STATE CONSUMER DISPUTES REDRESSAL COMMISSION HARYANA, PANCHKULA

Consumer Complaint No.481 of 2018

Date of Institution: 21.08.2018

Date of Order: 10.12.2024

Mrs.NeeruBalaMahendru W/o Sh.Chander Parkash, R/o H.No.84-85, E/3, Professor Colony, Yamuna Nagar,  
District Yamuna Nagar (Haryana).

.....Complainant

Versus

1. Ansal Properties & Infrastructure Limited Registered office, 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001, through Chairman Sushil Ansal.
2. Ansal Properties & Infrastructure Limited, Ansal Sales Office, Ansal-Sushant City, Sector-12, HUDA, Near Village KheriRangran, Tehsil Jagadhri, District Yamuna Nagar, through Manager.
3. Ansal Sales Office, Ansal-Sushant City Near Village Rasoi, Kundli, Sonapat NH 1, Haryana, through Manager, Sales and Marketing Head.

.....Opposite Parties

**CORAM:** Hon'ble Mr. Justice T.P.S Mann, President.

Mr.S.P.Sood, Judicial Member

Ms.Manjula, Member

Present:- Shri Rampal Kaushik, proxy counsel for Shri Karan Singh, counsel for the complainant.

Shri Shivdeep Bali proxy counsel for Shri Ajay Ghangas, counsel for the opposite parties.

**ORDER****T.P.S. MANN J.**

The brief facts of the case as set out in the complaint goes like that in the month of March 2011, Mrs. Ayena Aggarwal W/o Sh.Aman Aggarwal applied for a residential plot with the opposite parties. After paying the requisite amount by the complainant, the opposite parties allotted a residential plot bearing No.1599, Block B, Area 420 sq. Mtr, situated at Sushant City, Near Village KheriRangran, at Village Ratauli-KheriRangran Link Road, vide agreement to sell dated 24.03.2011. However at the time of allotment of the said residential plot, bearing plot No.B-1599, Block B, Area 420 sq. mtrs, OPs had falsely assured to above purchaser that Sushant City, Sector 18 HUDA Jagadhri, would be connected through a road 45 Mtr. in width and the said plot/residential area will be facilitated with sewerage, link road, water supply, electricity as well as other basic facilities. The possession will be offered after completion of the development work. Neither Sushant city was connected nor any other basic facilities has been shown in the said area.

2. The present complainant purchased the above-mentioned plot from Ayena Aggarwal on 18.05.2012 and intimation of above purchase by the complainant was also given to the OPs and after depositing the charges of transfer, the above said plot was transferred in the name of complainant vide transfer letter dated 12.06.2012 (Ex.C-2) issued by the OPs. The OPs had assured the complainant at the time of allotment of the residential plot, that the possession of the said plot will be given to complainant at the time of sale deed executed qua the said plot and will get the same registered in the name of complainant in the office of Sub-Registrar, Jagadhari. The complainant had paid total amount of Rs.40,02,721.20/- qua the said plot No.1599, Block B. The complainant made several requests to the OPs to deliver the possession of the plot in question as well as to get the sale deed executed but they did not consider her genuine request. Faced with this situation, she issued legal notice dated 06.07.2018 to OPs through her advocate, but, to of no avail. Thus, there was deficiency in service on the part of the OPs. The complainant prayed that the OPs be directed to refund the entire amount of the plot alongwith interest @ 14% per annum from the date of receiving the same till realization; to pay Rs.2,00,000/- as compensation for mental agony and harassment; and Rs.50,000/- as compensation on account of litigation expenses.

3. Notice was issued to the opposite parties and the written statement was filed, wherein the OPs admitted that the complainant purchased the plot from the previous owner, however no agreement was entered between the complainant and OPs in this regard. It is also admitted that on the request of the complainant, the plot was transferred in the name of the complainant on 12.06.2012. However, the OPs have to offer the possession of plot and execute and get registered the sale deed after completion of development work. The development work was adversely affected due to an interim injunction order dated 16.04.2012 passed by the court of Sh.VimalSapra, A.C.J. (S.D.) Yamuna Nagar in Civil suit titled Union Bank of India Vs. C.B.S.Steel etc. which was filed by the bank regarding the amount borrowed by CBS Steel. It is denied that the entire sale price alongwith other charges has been received by the OPs. Infact, the balance amount of Rs.1,33,115/- was still payable by the complainant. It is also denied that OPs failed to provide basic amenities in the township. Infact the basic facilities like sewer, road, waterline street light etc. were provided in the township. The OPs will offer the possession of the plot to the complainant after completion of the development work and execute the sale deed in favour of the complainant after receipt of the total sale consideration of the plot which was clearly mentioned in clause No.5.1 of the agreement. The complainant was not entitled to claim refund of deposited amount with any interest or penalty. Other allegations made in the complaint are denied. Thus there was no deficiency in service on the part of the OPs.

4. When the complaint was posted for recording evidence of the complainant, complainanthas tendered into evidence her affidavit as Ex.CW1/A vide which she reiterated all the averments taken in the complaint alongwith documents Ex.C-1 to Ex.C-4 and closed the same.

5. On the other hand, learned counsel for OPs tendered into evidence affidavit of Shri Parveen Sheoran, authorized representative of Ansal Property & Infrastructure Ltd. as Ex.OPW1/A and closed the evidence on behalf of OPs.

6. The arguments have been advanced by Mr. Rampal Kaushik proxy counsel for Shri Karan Singh, learned counsel for the complainant and Mr. Shivdeep Bali proxy counsel for Mr. Ajay Ghangas, learned counsel for the opposite parties. With their kind assistance entire record including documentary evidence as well as whatever the evidence had been led during the proceedings of the complaint has also been properly perused and examined.

7. As per the basic averments taken in the complaint including the contentious raised by the learned counsel for the complainant, the foremost question which requires adjudication by this Commission is as to whether the present complainant is entitled to get refund of the amount which she had already paid to OPs, alongwith the interest or not?

8. Undisputedly, initially opposite parties allotted a residential plot bearing No.1599, Block B, Area 420 sq. Mtr, situated at Sushant City, Near Village KheriRangran, at Village Ratauli-KheriRangran Link Road, to Ayena Aggarwal (Previous owner of the plot). It is also not disputed that the present complainant purchased the above-mentioned plot from Ayena Aggarwal on 18.05.2012 and after depositing the charges of transfer, the above said plot was transferred in the name of complainant vide transfer letter dated 12.06.2012 issued by the OPs. It is also not disputed that the complainant deposited the entire sale price of the plot in question i.e. Rs. 40,02,721/- with the OPs. The complainant stepped in the shoes of the original purchaser

and thus has all the rights available to the original purchaser. As per the buyer agreement, the possession of the said plot was to be handed over to the complainant after completion of development work. It is also not disputed that construction work was not completed and OPs failed to deliver the possession of the plot in question despite the fact that the complainant kept waiting for several years. Since, the OPs did not complete the construction work till date, there was no possibility of delivery or possession of the plot within the stipulated period, therefore, the complainant was justified in seeking refund of her deposited amount. In view of the above, it is held that the OPs are liable to refund the amount deposited by the complainant alongwith interest and compensation. As such, the question is answered in the affirmative.

9. In the light of the above observation and discussion, there are sufficient grounds to accept the complaint and while accepting the complaint, the OPs are directed to refund the deposited amount of Rs.40,02,721/- (Rs.Forty Lacs Two Thousand Seven Hundred Twenty One Only) to the complainant alongwith interest @ 12% per annum from the date of respective deposits till realization. In case, there is a breach in making payment within the period of 45 days, in that eventuality, the complainant would further be entitled to get the interest @ 15% per annum, for the defaulting period. The complainant is also entitled to receive Rs.1,50,000/- (One lakh Fifty Thousand only) as compensation for mental and physical agony. In addition, the complainant is also entitled to Rs.50,000/- (Fifty Thousand only) as litigation charges. It is also made clear that for non-compliance, the provisions enshrined under section 72 of the Consumer Protection Act would also be attracted.

10. Applications pending, if any stand disposed of in terms of the aforesaid judgment.

11. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The judgement be uploaded forthwith on the website of the commission for the perusal of the parties.

12. File be consigned to record room.

**Date of Pronouncement**Manjula

**S.P.Sood T.P. S. Mann**

**10.12.2024**

**Member Judicial Member President**

S.K

(Pvt. Secy.)