



Real Estate Regulatory Authority

Government of Himachal Pradesh

Complaint Application

Application No.

CTA0120240006

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Complaint Details

Complaint Subject	Manish Kumar Newar HUF vs Delanco Realtors Private Limited
Facts of the complaint	<p>1. <u>Facts of the case:</u></p> <p>1. In the year 2012, the Respondents approached the Complainants and represented that Respondent No.1 is developing a limited inventory of premium independent plots under the name of "Samavana" in Kasauli, Solan, Himachal Pradesh (hereinafter referred to as "said Project"). It was represented by Respondents that Respondent No.1 had taken all requisite permissions and documentation necessary for the said Project, and will be able to provide the possession of the said Project to Complainants within twenty-four (24) months. It was also represented that Respondents are dedicated to provide timely delivery of the said Project. It was also represented that in case there is a delay in delivering the possession of the said Project, the Complainants would be entitled to a compensation/interest on the amount paid by the Complainants for such period of delay.</p> <p>2. Accordingly, believing upon the representation of Respondents, the Complainants booked a plot bearing Plot No.SK-A3, Samavana, Shakrila, Kuthar, Kasauli, Solan, Himachal Pradesh admeasuring 1094.70 square metres / 1309 square yards (hereinafter referred to as "said Plot"). The Complainants paid an amount of Rs.20,00,000/- (Rupees Twenty Lac Only) to Respondent No.1 towards the said Plot. The Respondent No.1 acknowledged the receipt of the booking amount of Rs.20,00,000/- (Rupees Twenty Lacs Only) vide Receipt dated 18.02.2013. Respondent No.1 issued the Allotment Letter dated 21.02.2013 (hereinafter referred to as "said Allotment Letter"), allotting the said Plot to the Complainants. As per the said Allotment Letter, the total consideration of the said Plot was Rs.2,74,61,753.80/- (Rupees Two Crores Seventy-Four Lacs Sixty-One Thousand Seven Hundred Fifty-Three and Eighty Paise Only). The Complainants also took a Home Loan for purchasing the said Plot and has already incurred interest component on the said Plot. Copy of allotment letter dated 21.02.2013 is annexed herewith and marked as Annexure A-1.</p> <p>3. Upon repeated requests of Complainant, Plot Buyer's Agreement dated 04.07.2013 (hereinafter referred to as "said Agreement") was executed by Respondents in favour of Complainants. As per the said Agreement, inter-alia, the following terms were mentioned:</p> <p>a. Respondent No.1 shall deliver the possession of the said Plot to Complainants within twenty-four (24) months from the date of the said Agreement, i.e., 03.07.2015;</p> <p>b. In event of delay in payment by Complainants, Respondent No.1 would charge interest at 15% per annum for the first ninety (90) days, and thereafter, at 18% per annum, with quarterly rests; and</p> <p>c. In event, Respondents would delay the handover/delivery of possession of the said</p>

Plot, Complainants, were only entitled to a meagre compensation of Rs.150/- (Rupees One Fifty Only) per square meter per month.

Perusal of the said Agreement clearly reflects that the said Agreement was lopsided. Copy of Plot Buyer Agreement dated 04.07.2013 is annexed herewith and marked as **Annexure A-2**.

4. Since booking of the said Plot, Complainants have duly paid an amount of Rs.2,56,51,110/- (Rupees Two Crores Fifty-Six Lacs Fifty-One Thousand One Hundred Ten Only), to Respondent No.1 which is more than ninety-three (93) percent of the total sale consideration agreed as per the payment plan under the said Allotment Letter. Copy of all Payment Receipts issued by Respondent No.1 is annexed herewith and marked as **Annexure A-3 (Colly)**. Copy of Payment Plan Summary is annexed herewith and marked as **Annexure A-4**.
5. The Respondents were supposed to deliver/handover the possession of the said Plot by 03.07.2015, however, Respondents failed to do the same. The Complainants have repeatedly followed up and accordingly one offer of possession was issued on 30.01.2018. However, no possession was actually offered or provided to the Complainant. Copy of letter dated 30.01.2018 regarding offer of possession is annexed herewith and marked as **Annexure A-5**.
6. To the complete shock and surprise of the Complainants, the Respondents issued a Letter dated 14.06.2022 whereby it was informed to the Complainants that Respondents are going to terminate the said Agreement, and refund the amount paid by Complainants. On 15.12.2022, the Respondents offered refund along with compensation/interest at the rate of 6% p.a. on the paid amount to the Complainant. Accordingly, the Respondents offered to pay refund along with interest @6% per annum amounting to Rs.3,98,32,110/- (Rupees Three Crore Ninety Eight Lakh Thirty Two Thousand One Hundred and Ten Only) as on 15.12.2022 Copy of letter dated 14.06.2022 issued by Respondents to Complainants along with statement dated 15.12.2022 is annexed herewith and marked as **Annexure A-6 (Colly)**.
7. As per the said Agreement, in event of delay in payment by the Complainants, the Respondent No.1 would charge interest at 15% per annum for the first ninety (90) days, and thereafter, at 18% per annum, with quarterly rests. However, in a complete lopsided manner, in event, the Respondent No.1 would delay the handover/delivery of possession of the said Plot, the Complainants were only entitled to a meagre compensation of Rs.150/- (Rupees One Fifty Only) per square meter per month. It is stated that the Complainants shall be entitled to the same rate of interest which the Respondent No.1 has charged from the Complainants in case of default by Complainant.
8. On 13.02.2023, a Legal Notice was issued on behalf of Complainants to the Respondents calling upon Respondents to pay a sum of Rs.15,71,06,905.80/- (Rupees Fifteen Crores Seventy One Lakh Six Thousand Nine Hundred Five and Paise Eighty Only) as on 15.02.2023 as calculated below:

Particular	Amount (In INR)
Sale Consideration paid by our Clients in relation to the said Plot	2,56,51,110.80/-
Interest / Compensation payable to our Clients in relation to the said Plot	12,14,55,794.95/-
Compensation towards Mental Agony and Harassment	1,00,00,000/-
TOTAL	15,71,06,905.80/-

However, the Respondents chose not to reply to the said Legal Notice and thereby admitted the contents thereof. Copy of the Legal Notice dated 13.02.2023 along with speed post, courier receipts and tracking reports is annexed herewith and marked as **Annexure A-7 (Colly)**.

9. In catena of judgments, Indian Courts have held that the allottee/buyer would be entitled to compensation for delayed possession at least equivalent to the same rate of interest which the builder charges from the allottee/buyer in case of delayed payment of instalment, if any. Thus, the Complainants are also entitled to compensation for delayed possession equivalent to 18% p.a.
10. On 31.01.2024, the Complainants filed the captioned Complaint on the portal of Himachal Pradesh Real Estate Regulatory Authority vide Application/Complaint Reference No.CTA0120240006.
11. Subsequent to filing of the captioned Complaint, Respondent No.1 in a completely arbitrary and illegal manner issued an arbitrary Letter dated 27.02.2024 to the Complainants (hereinafter referred to as "**said Letter**"). Vide said Letter, the Respondent No.1 illegally and unlawfully cancelled the said Allotment Letter and said Agreement in respect of said Plot. Vide said Letter, the Respondent No.1 also provided two cheques, both dated 27.02.2024 of Rs.1,28,25,555/- (Rupees One Crore Twenty Eight Lakh Twenty Five Thousand Five Hundred and Fifty Five Only) each (hereinafter referred to as "**said Cheques**") for alleged refund of principal amount without any interest compensation. Copy of the Letter dated 27.02.2024 along with copies of two Cheques dated 27.02.2024 are annexed herewith and marked as **Annexure A-8 (Colly)**.
12. Without prejudice to the rights and contentions of Complainants, the Complainants encashed the said Cheques amounting to Rs.2,56,51,110/- (Rupees Two Crores Fifty-Six Lacs Fifty-One Thousand One Hundred Ten Only) under protest towards part payment. Accordingly, on 01.04.2024, the Complainants replied to the said Letter, informing the

Respondents that the Complainants are encashing the said Cheques under protest only towards part payment and without prejudice to their rights and contentions. The Complainants further called upon the Respondents to pay the remaining amount of Rs.14,13,81,354.46/- (Rupees Fourteen Crore Thirteen Lakh Eighty One Thousand Three Hundred and Fifty Four Rupees and Fourty Six Paise Only) as on 15.01.2024, with further interest till the date of payment. Copy of Reply Letter dated 01.04.2024 along with Courier receipts and tracking report is annexed herewith and marked as **Annexure A-9 (Colly)**.

13. As on 31.03.2024, the Complainants are entitled to following amount as calculated below:

S. No.	Date	Principal Amount Paid (in INR)	Days till 31.03.2024	Compensation at 18% per annum (INR)
1.	18.02.2013	20,00,000.00/-	4060	1,26,06,491.67
2.	08.05.2013	41,86,259.00/-	3981	2,54,58,470.96
3.	21.07.2013	16,75,494.00/-	3907	98,53,165.12
4.	31.07.2013	18,02,607.00/-	3897	1,05,52,723.69
5.	22.08.2013	34,36,811.00/-	3875	1,99,19,872.26
6.	18.10.2013	34,73,139.00/-	3818	1,96,16,776.99
7.	16.12.2013	34,37,406.00/-	3759	1,89,02,403.84
8.	28.02.2014	27,49,449.80/-	3685	1,46,20,380.08
9.	16.05.2014	1,65,750.00/-	3608	8,51,142.46
10.	21.05.2014	27,24,195.00/-	3603	1,39,57,326.09
TOTAL		2,56,51,109.80/-		14,63,38,753.17/-
		[A]		[B]
TOTAL				
[A+B]				Rs. 17,19,89,863.06/-

After adjustment of the amount of said Cheques i.e. Rs.2,56,51,110/- (Rupees Two Crores Fifty-Six Lacs Fifty-One Thousand One Hundred Ten Only) towards part payment, the Respondents are liable to pay an amount of **Rs.14,63,38,753.06/-** (Rupees Fourteen Crore Sixty Three Lakh Thirty Eight Thousand Seven Hundred and Fifty Three and Paise Six Only) as on 31.03.2024 to the Complainants. The calculation

for pending dues post encashment of Cheques as on 31.03.2024 is provided below:

Total amount due as on 31.03.2024	Rs.17,19,89,863.06/-
Part payment made	Rs.2,56,51,110/-
Due amount as on 31.03.2024	Rs.14,63,38,753.06/-

The Respondents are in complete contravention of the Real Estate (Regulation and Development) Act, 2016, as Respondents have failed to provide the possession of the said Plot to Complainants as per said Agreement. Thus, the Respondents neither provided possession of the said Plot nor provided refund along with Compensation.

Reliefs Sought

(i) direct the Respondents to pay a sum of Rs.14,63,38,753.06/- as on 31.03.2024 towards due amount including interest/ compensation calculated at 18% per annum to Complainants. The Respondents be further directed to pay interest/compensation at 18% per annum from 01.04.2024 till the actual date of realization; (ii)direct the Respondents to pay a sum of Rs.1,00,00,000/- towards Mental Agony and Harassment.















Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	MANISH KUMAR NEWAR HUF Father : Sh. NA Type : Allottee	9811628787 aditi.pundhir@zeus.firm.in	23, Pankaj Mallick, Sarani, P.O. Ballygunge, 23, Pankaj Mallick, Sarani, P.O. Ballygunge, Kolkata, West Bengal, 700019	Zeus Law Associates, 2, Palam Marg, Vasant Vihar, New Delhi 110057, 23, Pankaj Mallick, Sarani, P.O. Ballygunge, South Delhi, Delhi, 110057
2.	MANISH KUMAR Father : Sh. ARVIND KUMAR NEWAR Type : Allottee	9811628787 aditi.pundhir@zeus.firm.in	23, Pankaj Mallick, Sarani, P.O. Ballygunge,, 23, Pankaj Mallick, Sarani, P.O. Ballygunge,, Kolkata, West Bengal, 700019	23, Pankaj Mallick, Sarani, P.O. Ballygunge,, 23, Pankaj Mallick, Sarani, P.O. Ballygunge,, Kolkata, West Bengal, 700019





Respondent Details

	Personal Info	Contact Details	Address	
1.	DELANCO REALTORS PRIVATE LIMITED Type : Project Category : Individual	0172460774 corporateaffairs@dlf.in	Mezzanine Floor, DLF Gateway Tower, R Block, DLF City, Phase III,, 1-E, Jhandewalan Extension, Naaz Cinema Complex, New Delhi, Gurgaon, Haryana, 122002	
2.	RAJEEV SINGH Type : Agent Category : Individual	0172460774 corporateaffairs@dlf.in	Mezzanine Floor, DLF Gateway Tower, R Block, DLF City, Phase III,, Mezzanine Floor, DLF Gateway Tower, R Block, DLF City, Phase III,, Gurgaon, Haryana, 122002	
3.	MANPREET SINGH Type : Agent Category : Individual	0172460774 corporateaffairs@dlf.in	Mezzanine Floor, DLF Gateway Tower, R Block, DLF City, Phase III,, Mezzanine Floor, DLF Gateway Tower, R Block, DLF City, Phase III,, Gurgaon, Haryana, 122002	
4.	SANDHYA SINGLA Type : Agent Category : Individual	0172460774 corporateaffairs@dlf.in	Mezzanine Floor, DLF Gateway Tower, R Block, DLF City, Phase III,, Mezzanine Floor, DLF Gateway Tower, R Block, DLF City, Phase III,, Gurgaon, Haryana, 122002	

Documents relied upon by the complainant and referred to in the complaint

1.	Allotment letter	 
2.	Plot Buyer Agreement 04.07.2013	 
3.	payment receipts	 
4.	4 - Payment summary	 
5.	Offer of possession	 
6.	Letter 14.06.2022	 
7.	Legal Notice	 

Other Documents as annexed along with the complaint

1.	Copy of the Letter dated 27.02.2024 along with copies of two Cheques dated 27.02.2024	 
2.	Copy of Reply Letter dated 01.04.2024 along with Courier receipts and tracking report	 

Declaration

Jurisdiction of the Authority

I **MANISH KUMAR NEWAR HUF** declare that the subject matter of the claim falls within the jurisdiction of the authority.

Complaint not pending with any other Court

Whether this Complaint is pending with any other court, etc.? : **No**

I **MANISH KUMAR NEWAR HUF** declare that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

Declaration and Verification

I **MANISH KUMAR NEWAR HUF, C/O Sh. NOT APPLICABLE** do hereby verify that the given details are true to my personal knowledge and belief and the i have not suppressed any material fact(s).

Place : **New Delhi**

Date : **31/01/2024**

Registration Fee

Fee Amount

₹ 500

Payment Status :  **Payment Received**

Payment Mode : **Online**

Transaction No. : **HPR310120240003**

Transaction Date : **31/01/2024 07:02 PM**

Bank Details : **SBIN~403121309169**