

**REAL ESTATE REGULATORY AUTHORITY,  
HIMACHAL PRADESH**

**Complaint No. HPRERA2023028/c**

**In the matter of :-**

Vijay Kumar son of Sh. Thakur Singh, Resident of Village Chandni, P.O  
Tikroo, Tehsil Joginder Nagar, Distt. Mandi

.....Complainant

**VERSUS**

Amarnath Aggarwal Builders Pvt. Ltd. through project manager of the  
Amravati Apartments, Resident of Sai Road Baddi, Tehsil Baddi, Distt.  
Solan HP

.....Respondent

**Present: Vijay Kumar Complainant in person**

**Hearing through webex: 10.10.2023**

**Coram: Chairperson and Member**

**ORDER**

**1. Facts of the complaint**

The Present complaint dated 14.09.2023 has been filed by the complainant under section 31 of the Real Estate (Regulation & Development) Act, 2016 against the respondent herein. The main


averments in the complaint are that the complainant purchased a flat no. 216, category Jasmine, Block No. 6, Phase II, in the project of respondent namely Amrawati Apartments situated at Revenue Village Dhakhru Majra Hadbast No. 212, Pargna Dharampur, Tehsil Baddi, District Solan HP for total consideration of Rs. 11,70,000/-. The sale deed was executed between both the parties on 22.07.2011. By way of this complaint it was stated that maintenance department of respondent/promoter has shut down the water supply of the flat in issue. It was further stated that the pipes are damaged and there is leakage in the flat. It was further stated that since 2011 when the flat was purchased there is no maintenance of the outer walls. With these averments it was prayed that the respondent be directed to repair the pipes fittings and leakage in the bathroom. It was further prayed that respondent may be directed to do the maintenance of the flat as well as the building regularly and also further compensation of Rs. 10,000/- was also sought.

2. On this issue the office of this Authority issued a notice for preliminary hearing to the complainant qua the maintainability of the complaint returnable for today. The complainant Sh. Vijay Kumar appeared in person through WebEx. Aftergoing through the complaint and the documents annexed herewith and also hearing the submissions of the complainant, this Authority is of the considered view that since the possession as per the sale deed appended with the complaint was handed over on 22.07.2011 i.e. the date of sale deed therefore more than eleven years have been lapsed since the taking over possession of the flat as mentioned above

Further as per section 14(3) of the Act ibid it is specifically provided as in here as under:

*“14(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter’s failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.”*

In view of section 14(3) of Real Estate(Regulation & Development) Act, 2016 the complaint for structural or any other defect in workmanship, quality or provision of services or any other obligation of the promoter as per the sale deed is maintainable within a time period of five years from the date of handing over the possession of the said flat. The Flat in question was taken in possession by the complainant much more than five years ago. The mandate of aforesaid section is absolutely clear and on the basis of the above this complaint is not maintainable being dismissed. The copy of the order be supplied to complainant and file is hereby consigned to the record room.

  
B.C. Badalia  
Member

  
Dr. Shrikant Baldi  
Chairperson