

**ORDER SHEET**

**WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY**

Complaint No. COM-000125 of 2019

Prasenjit Dutta.....Complainant

AND

Ideal Real Estates Pvt. Ltd.....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
4 ----- 10-12-2019	<p>Complainant is present, filing hazira..</p> <p>Mr. Anuj Tulsyan, Director of Respondent Company is personally present, filing hazira.</p> <p>This is submitted by Mr, Tulsyan on behalf of the Respondent Company that the Respondent Company is not filing any prayer challenging maintainability of the complaint petition under the WBHIRA Act. 2017, as claimed by the representative of the Company on previous day of hearing and recorded in the proceeding. Written submissions to this effect being filed by Mr. Tulsyan is taken on record. Accordingly, the question of maintainability is decided in favour of the Complainant.</p> <p>A written offer on affidavit has been filed by the Respondent at the time of hearing, serving a copy to the Complainant, wherein the Respondent Company admitted the claims of the Complainant and agreed for refund of the entire amount along with applicable interest amount in terms of agreement for sale in 13 instalments commencing from December, 2019 and concluding on 5/12/2020. It is further submitted that interest due to delay for 12 months has been calculated at the rate of 12% per annum, in terms of clause 12.3 of the sale agreement from the scheduled date of delivery of possession on the entire</p>	

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& corrected  
by me



deposits made by the Complainant upto such date and till final refund.

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& corrected  
by me



Complainant vehemently opposed the offer and objected to the period for calculation of interest payment on the ground that clause 12.3 of the sale agreement between the parties provides for refund to the buyer all payments received till the date of cancellation with interest calculated at 12% per annum in the instant case, where breach of the agreement by the Respondent Company is conclusively established. Such interest shall be paid for entire period of retention of deposits by the Respondent till the date of refund.

Complainant further submitted that time period of refund schedule should be reduced and all the refunds including principal amount and interest calculated at the rate of 12% per annum from the of date of deposit of money with the Respondent Company till its refund should be concluded by September, 2020.

Heard both the parties in detail.

This is admitted fact that the Respondent Company could not deliver the possession of the flat and thereby bound to refund the entire amount along with interest at the rate 12% per annum in terms of clause 12.3 of sale agreement and both the parties are in agreement as regards this position. Considering the submissions made by the parties and on consideration of facts of the case, this Authority hereby directs the Respondent Company to refund the entire amount of Rs.53,29,034/-, the amount as received from the Complainant excluding taxes or the actual amount paid by the Complainant along with simple rate of interest at the rate of 12% per annum from the date of deposit of amount to the Respondent Company till the actual refund credited to the bank account of the Complainant by bank transfer. On the consent of both the parties such refund shall be concluded by 30<sup>th</sup> September, 2020 in suitable instalments to be offered on affidavit by Respondent Company as agreed, disclosing calculated rate of interest and amount to be paid on monthly instalments and such offer has duly been accepted by the Complainant at the time of hearing. Payment of first instalment shall be concluded within December, 2019.

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by me



Hence, it is

Ordered,

that the Respondent shall refund by bank transfer the entire admissible amount along with rate of interest at the rate of 12% per annum from the date of deposit of fund to the Respondent till its refund to Complainant within September, 2020, first instalment being refunded within December, 2019.

There are no further orders as to cost and any other compensation in view of the submissions of the Complainant that he is satisfied with the responses of the Respondent and therefore, not pursuing for any orders on cost and other compensation.

With the above directions the Complainant petition is thus disposed off.

Communicate this order to both the parties.

  
10.12.2019  
(ONKAR SINGH MEENA)  
Designated Authority,  
Housing Industry Regulatory Authority,  
West Bengal.