

**ORDER SHEET**  
**WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY**

**Complaint No. COM-000015 of 2018**

**Shri . Alok Pal.....Complainant**

**AND**

**Shubhshree Homes Pvt. Ltd. ....Respondent**

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
6 ----- 24-05-2019	<p>An online complaint was received as per Section 31 of the West Bengal Housing Industry Regulation Act, 2017 vide complaint No. <b>COM-000015 dated 11/10/2018</b> at the WB Housing Industry Regulatory Authority from Complainant <b>Mr. Alok Pal, Starlight Twins, Flat No.- 2B, Block- A, P.O.- Sarsona, 245, Bombai Bagan Road, Kolkata- 700061 against Shubhshree Homes Pvt. Ltd.</b> and as per Rule 36 of the West Bengal Housing Industry Regulation Rules, 2018, NOTICE was issued for the alleged contravention and the Respondent as well as the Complainant were directed appear for hearing at the Office of the WB Housing Industry Regulatory Authority along with relevant documents, if any on 29/11/18.</p> <p><b>On 29/11/18</b>, Shri Alok Pal, the Complainant, did not appear for hearing. The representative of the Respondent, Shubhshree Homes Pvt. Ltd. appeared. Attendance of the Respondent was recorded.</p> <p>The Respondent prayed for time in order to file their reply. The Respondent further stated that they will take necessary steps for registering the project with the WBHIR Authority as the Completion Certificate was issued by the competent authority after 1<sup>st</sup> June, 2018.</p> <p>The next date of hearing was fixed on 18.12.2018.</p> <p><b>On 18/12/18</b>, both the Applicant and the representative of the Respondent, Shubhshree Homes Pvt. Ltd. appeared. Attendance of both parties recorded.</p> <p>The applicant stated that, as per agreement the flat was to be handed over to him by July, 2015 with a grace period of six months. However the respondent failed to comply with the above schedule. He also stated that the progress of the project did not match with the payment schedule (copy enclosed), and further that the project, now completed, deviates substantially from the sanctioned plan. The Complainant also Mentioned that the Respondent deliberately refused to accept payment to cover up his own shortcomings.</p>	

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The Respondent said that the Complainant did not adhere to the payment schedule agreed upon and there were several short payments on the part of the complainant but did not furnish any proof to that effect. The Respondent has been asked to produce progress of work with report from Architect along with the sanctioned plan and copies of notices sent to the complainant for short payment including proof of receipt.

The Respondent has prayed for time to submit the necessary documents. The next date of hearing was fixed on 08/01/19.

**On 8/01/19**, both the parties appeared for hearing.

The respondent submitted the following documents:

1. Sanctioned plan.
2. Progress report of the architect.
3. Few notices for remittance of scheduled amount and two notices for delayed payment/non payment.

The respondent submitted during the hearing that it is not the duty of the respondent to collect the payment from the complainant's bank rather it is the duty of the complainant to make such payment to the respondent on demand as per the payment scheduled agreed between them.

The respondent also submitted that two agreements for sale were executed between the parties. One is unregistered executed on 29.07.2013 and another is registered one executed in the month of December,2013. The respondent stated that the registered agreement is not in possession of the respondent.

The complainant submitted that after registration of agreement at a later date, the unregistered agreement executed earlier does not sustain.

A copy of the registered agreement which is in possession of the complainant has been handed over to the respondent on proper receipt.

The respondent is directed to file reply within 10 days and the complainant directed to file rejoinder within 7 days thereafter.

**On 25/02/19**, both the parties appeared for hearing.

During the hearing the respondent sought 15(fifteen) days further time so that the dispute between the parties may be resolved. The complainant also agreed with the said proposal as placed by the respondent.

**On 26/3/19**, both the Complainant and the Respondent appeared and filed their hazira.

The Complainant stated that an agreement was made on 05/12/2013 between the Complainant and the Respondent and accordingly the flat was to be handed over within 24 months of the agreement i.e, on 05/12/2015. But the Respondent did not hand over the flat though the Complainant made payment of Rs.39,97,825/-. The Complainant prayed for immediate possession of the flat with interest for the delay. The Respondent stated that the Complainant did not adhere to the payment schedule and there was delay for each of the instalment as per payment schedule on the

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agreement. Accordingly, interest is due from the Complainant for delay payment and accordingly, Respondent submitted a statement of payment. Respondent stated that he will complete all the pending works of the said flat within 20 days and requested the Complainant to visit the said flat and accordingly the possession will be handed over and the Respondent prayed for time for three weeks.

The Complainant agreed to visit the flat after 20 days and prayed for necessary order from the Authority for immediate possession of the flat with necessary interest as deem fit.

The next date of hearing was fixed on 25/4/19.


**On 25/4/19**, the Respondent appeared and prayed for time. Accordingly the next date of hearing fixed on 16/05/2019.

**On 16/05/19**, the Complainant filed hazira but the Respondent was found absent. The next date of hearing was fixed on 24/05/2019.

**On 24/05/19**, the Complainant appeared and filed hazira but the Respondent did not appear.

Since, the cease work of the Court is going on the next date of hearing will be fixed in due course.

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Designated Authority,  
Housing Industry Regulatory Authority