

execution of the said Agreement for sale and a grace period of 6 months might be allowed to the Respondent in certain conditions.

The details of the payments made by the Complainant are as follows:-

The Complainant paid Rs.1,03,090/- by Cheque No. 738318 dated 18.03.2013 drawn on IndusInd Bank vide Money Receipt dated 22.03.2013, Rs.4,57,719.60/- by Cheque No.738322 dated 12.04.2013 drawn on IndusInd bank vide money receipt dated 13.04.2013, Rs. 2,80,404/- vide money receipt number MR-GCSH/00534/13-14 dated 29.05.2013, Rs.280406/- vide money No. MR-GCSH/01788/13-14 dated 23.10.2013, Rs.560810/- vide money receipt number MR-GCSH/02699/14-15 dated 21.10.2014 and Rs. 1,42,120/- vide money receipt number MR-GCSH/04899/16-17 dated 25.07.2016.

The Complainant submitted photocopies of the Agreement for sale, money receipts and other supporting documents in support of his case which has been duly taken on record.

The Complaint prayed for refund of the total money paid to the respondent alongwith interest as the Respondent failed to handover possession within stipulated time.

On the last occasion on the verbal prayer of the Ld Advocate of the Respondent Smt Ipshita Mukherjee, time was allowed to the Respondent for the last time and in the order No. 6 of this Authority dated 10.01.2020 it was specifically mentioned that final and last opportunity accorded to the Respondent to appear and participate in hearing and the matter will be heard ex-parte for final hearing and orders on the next date of hearing in case any of the parties are not appearing. Despite that order, the Respondent choose to remain absent today so this Authority has no other option but to proceed ex-parte for final hearing and order today.

*Dictated &
corrected
by me*

Dictated &
Corrected
by me
2

After examination of the evidences on record and submission of the parties ,this Authority is of the view that the Respondent violated Article 9 of the Agreement for Sale in case of delivery of possession within the stipulated time. Therefore the Respondent failed or unable to handover possession as per Agreement for sale executed between the parties as on 29.03.2013 and therefore he is liable to return the amount received by him in respect of the said flat with interest. Therefore, it is hereby

Ordered,

that the Respondent shall refund Rs. 23,85,360/- to the Complainant alongwith interest at the rate ,if any, specified in the Agreement for sale from the date of deposit of the fund to the Respondent till 31.05.2018 and from 01.06.2018 till the date of final refund at the rate of SBI Prime Lending Rate plus 2 percent as per Rule 18 of the WBHIRA Rules,2018, by bank transfer to the account of the Complainant ,within 45 days from the date of receipt of this order and the Complainant shall send his bank details to the Respondent within 7 days from the date of receipt of this Order.

With the above directions ,the matter is thus disposed of.


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