

this Authority. The Complainant paid Rs.1,03,090/- vide receipt dt. 22/03/2013, Rs.457719.60 vide receipt dt 13/04/2013, Rs.280404/- vide money receipt no.MR-GSH/00534/13-14 dated 19/05/2013, Rs.2,80,406/- vide receipt no.MR-GSH/01788/13-14 dated 23/10/2013 Rs.560810/- vide receipt no.MR-GCSH/02699/14-15 dated 11/04/2014, Rs.560810/- vide receipt no.MR-GCSH/02699/14-15 dated 21/10/2014 and Rs.142120/- vide receipt no.MR-GCSH/04899/16-17 dated 25/07/2016.

Let documentary evidences including money receipts submitted by the Complainant be taken on record.

The Complainant has prayed for refund of money before this Authority from the Respondent along with admissible interest and costs.

After examining the documentary evidences and submissions of parties, this Authority is prima facie satisfied that the Respondent has made default in his obligation to deliver possession to the Complainant within 24 months from the date of execution of the sale agreement as per the provisions of the sale agreement and decided to proceed further under Rule 36(2) of WBHIRA Rules,2018.

Respondent has to explain as to why the appropriate orders as prayed in the complaint petition are not issued by the Authority for contraventions of provisions under section 18 of WBHIRA Act, 2017.

Let notices be issued to both the parties for further hearing on 10/01/2020. In the event of Respondent Company not appearing and participating in the hearing, this Authority will hear the matter and pass orders ex parte.

Let copy of this order be served to both the parties.

Fix 10/01/2020 for further hearing and orders.

Dictated
& corrected
by me




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