

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, REWARI.

Consumer Complaint No:110 of 2021.

Date of Institution: 07.04.2021.

Date of Decision: 10.10.2023.

Shri Satinder Singh son of Shri Balbir Singh r/o H.No. 2031, Sector-4,
Rewari.

.....Complainant.

Versus

1. Haryana Urban Development Authority, HSVP, through its Estate Officer, Rewari,
2. Chief Administrator HUDA, Sector-6, Panchkula,
3. XEN/ SDO HUIDA Office, Rewari.

.....Opposite Parties.

Complaint Under Section 35 of Consumer Protection Act, 2019

Before: Shri Sanjay Kumar Khanduja.....President.

Shri Rajender Parshad..... Member.

Present : Shri Surender Rohilla , Advocate for complainant.

Shri Diwan Singh, Advocate for opposite parties.

ORDER

{ *Per Sanjay Kumar Khanduja ,President* }

This present complaint has been filed by complainant

against the opposite parties (for short the OPs) under Section 35 of The Consumer Protection Act, 2019 alleging deficiency in services on their part. Brief facts of the case are as under:-

2. Complainant is aggrieved with the OPs as they charged Rs. 1,25,400/- from him as extension fee despite the fact that the extension fee of Rs. 56430/- had been paid on 7.3.2018, when the complainant had applied for occupation certificate on 27.3.2018. The complainant was granted the occupation certificate after he was coerced to pay Rs. 1,25,400/-, the extension fee in the year 2019. He was allotted a plot no. 2031 of 10 marlas in Sector-4 at Urban Estate, Rewari vide allotment letter dated 4.8.1999 and complainant raised the construction on the plot. The complainant in past had also paid the extension fee of Rs. 31,350/- on 12.12.2017. Hence, this complaint to refund the said extension fee of Rs. 1,25,400/- alongwith interest besides paying him Rs. One lac as compensation for harassment and litigation expenses.

3. In the joint reply filed by the OPs, the claim of the complainant has been controverted. However, it is submitted that after the allotment of the said plot, the conveyance deed was executed on 2.11.2015. Thereafter, he submitted a building plan on 27.3.2018, which was rejected by SDE(S) on 9.4.2018 with the remarks that excess covered area was non compoundable. Thereafter, he submitted another application on

29.1.2019 to them, which was also rejected with the reason that outstanding amount of Rs. 1,12,860/- was due to them. Thereafter on 22.4.2019 an application was moved by the complainant for the issuance of occupation certificate, which was issued after completing the formalities, as the same was approved by concerned SDE (S) vide memo no. 0057 dated 9.5.2019. It is submitted that after the issuance of Occupation Certificate, the excess amount of Rs. 62724/- extension fee was refunded to the complainant on 22.7.2021 via RTGS. Denying any deficiency in service on their part , a final submission is made to dismiss the complaint.

4. It deserves mention here that OP no.3 did not file separate reply, rather it was submitted the learned counsel for the OPs that the reply already filed by OPs no.1 & 2 be read on behalf of OP no.3 also.

5. Both the parties in support of their respective case tendered in documentary evidence their respective affidavits and adduced certain documents. Reference of relevant record shall be given in this order.

6. We have heard both the counsel for the parties and gone through the case file thoroughly and after hearing the rival contentions of both the parties, we are of the convinced view that the present complaint has merit

and the same deserves acceptance for the reasons mentioned hereinafter.

7. It is a clear case of deficiency in service on the part of the OPs in illegally and unjustly charging the extension fee of Rs. 1,25,400/- from the complainant, as the complainant had already deposited the extension fee for the year 2018 to the tune of Rs. 56430/- on 7.3.2018. He had further deposited the extension fee for the year 2017 to the tune of Rs. 31350/- on 12.12.2017 . Despite having completed the construction, the complainant was forced to pay Rs. 1,25,400/- as extension fee, as a condition precedent to issue the occupation certificate.

8. Grant of the occupation certificate is a pre-condition for the updation of the record of the allottee of the property of HSVP on its portal, without which the property record is incomplete. Extension fee is levied on account of inability of the allottee to raise the construction on the allotted plot within the stipulated period.

9. There is apparent negligence on the part of the OPs. In para no.10 of the preliminary objection, it has been specifically admitted by OPs that on 22.7.2021, the excess extension fee of Rs. 62,724/- has been refunded to the complainant via RTGS. Interestingly, the said payment has been returned to the complainant only after the institution of this complaint, which was filed on 7.4.2021 before this Commission. There

are no ledger details or other details in order to prove that on what basis the total extension fee of Rs. 1,25,400/- was foisted upon the complainant and under what circumstances Rs. 62724/- were refunded to the complainant.

10. Thus, in the absence of any convincing and worthwhile documentary evidence on the part of the OPs, we are not prepared to accept the submission of OPs that it is the complainant, who was the defaulting party in not paying the extension fee by not timely raising the complete construction on the plot allotted to him, as per rules and regulations of OPs.

11. Hence, as an upshot of our above discussion, the present complaint is allowed, directing the opposite parties, jointly and severally, to refund, the excess extension fee of Rs. 1,25,400/-, after deducting Rs. 62724/- already paid to him i.e. to refund Rs.62,676/- alongwith compensation of Rs. 50,000/- on account of mental agony and harassment and Rs. 11,000/- as litigation expenses to the complainant, along with interest @ 9 % per annum with yearly rests from the date of filing of this complaint till the expiry of period of one month, from today, failing which the said amounts shall fetch interest @ 12% per annum with yearly rests from the date of filing of the complaint till realization.

12. If the order of this Commission is not complied with, then the complainant shall be entitled to file execution petition under section 71 of Consumer Protection Act, 2019 and in that eventuality, the opposite parties may also be liable for prosecution under Section 72 of the said Act which envisages punishment of imprisonment, which may extend to three years or fine upto Rs. one lac or with both. Copies of this order be sent to the parties free of costs as per rules and this order be promptly uploaded on the website of this Commission. File be consigned to the record room after due compliance.

Announced
10.10.2023.

President,
District
Consumer Disputes
Redressal Commission, Rewari.

Member,
DCDRC, Rewari.

(Nisha Yadav,S/Grapher)