

PROCEEDINGS OF THE DAY		15
Day and Date	Friday and 06.01.2023	
Complaint No.	CR/2163/2019 Case titled as Pavel Garg Vs Krrish Green Homes Private Limited	
Complainant	Pavel Garg	
Represented through	Shri Vikas Deep Advocate	
Respondent	Krrish Green Homes Private Limited	
Respondent Represented	Shri M.K. Dang Advocate	
Last date of hearing	28.09.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The matters at No.14 to 16 of cause list are taken up together as the issues involved are common.

The counsel for the complainant states at bar that an MoU was signed with M/s Krrish Green Homes Pvt. Ltd on 10.06.2013 through Shri Amit Katyal director of the company. As per said MoU the complainant company was to be offered **03** number of apartments having a tentative super area of **585.284 sq. meters (equal to 6300 sq. ft)** of each apartment in a semi furnished condition in a upcoming project. Through this MoU, the respondent has assured that a licence bearing No.15 of 2013 for the project land has been received from DTCP and the allotment letter as well as BBA shall be signed after approvals of drawings/building plans of the project by the competent authority. Further, in lieu of said MoU, an amount of **Rs.1,40,00,000/-** was paid through various cheques drawn on Axis Bank Ltd as per details at Annexure C2 and stand duly credited to the respondent-company.

However, inspite of repeated follow up, the respondent promoter is yet to issue any allotment letter/BBA and hence, has filed the above complaint for issuance of allotment letter/BBA and handing over of possession and title in respect of above **03** units. The counsel for the complainant also states that the complainant company falls in the definition of allottee as payment and



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/2023/2019

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

agreement can be in any form and MoU has been duly signed by the director of the company for allotment of units in an upcoming project.

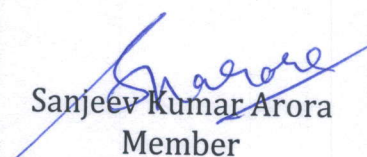
However, the counsel for the respondent states that the above complaint is not maintainable as the complainant does not fall in the category of allottee as neither any BBA has been executed nor any allotment letter has been issued and it was only a financial arrangement between one of the directors of the company and the complainant company. No specific flat or unit number has been assigned in above MoU and project was not even approved on date of MoU and the same being only a stopgap financial arrangement for raising of finances only and as a surety for above MoU was signed. Further, after change in the share holdings of the company on 28.02.2014, the signatory director Shri Amt Kaytal is no longer of Board of Directors and hence, is responsible for its payment and hence, should be made as a necessary party. Further, the complainant company had filed a civil suit before Delhi High Court which stands dismissed vide order dated **28.09.2018**. Therefore, in view of the above, the complaint is not maintainable before this authority and liable to be dismissed.

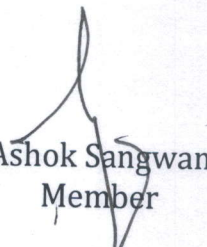
The counsel for the complainant has already filed written submissions and the counsel of the respondent has also supplied a copy of written submissions to the counsel of the complainant during proceedings with a copy handed over to the registry.

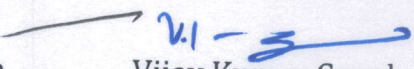
Arguments heard.

Order reserved.

Detailed order will follow. Matter stands disposed off. File be consigned to the registry.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member


Vijay Kumar Goyal
Member
06.01.2023

