

PROCEEDINGS OF THE DAY		5
Day and Date	Tuesday and 06.02.2024	
Complaint No.	CR/3146/2020 Case titled as Mrs. Usha Sharma VS Silverglades Infrastructure Private Limited	
Complainant	Mrs. Usha Sharma	
Represented through	Shri Nitin Jaspal, Advocate	
Respondent	1.Silverglades Infrastructure Pvt. Ltd. 2. M/s Everlike Buildcon Pvt. Ltd.	
Respondent Represented	Shri Harshit Batra, Advocate	
Last date of hearing	5.12.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
<p>The present complaint was filed on 08.10.2020 and the reply was filed by the respondent no.1 on 14.07.2021. Written submissions were filed by the respondent no.1 on 29.11.2023.</p> <p>The present complaint was disposed of by Adjudicating Officer vide order dated 13.10.2021. Thereafter, the present complaint was remanded by Hon'ble HREAT vide order dated 03.03.2023 vide which the order dated 13.10.2021 passed by the Adjudicating Officer has been set aside being beyond jurisdiction and the matter was remanded back to the authority for fresh trial/decision in accordance with law.</p> <p>On the last date of hearing i.e., 05.12.2023, the proxy counsel for the complainant was also directed to clarify regarding the respondent No.2 mentioned in CAO column II but not mentioned in proforma B and to specify the relief being sought from respondent no.2.</p>		



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/3146/2020

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. सी. विभाग गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

The counsel for the complainant states that the cheques for the consideration amount for allotment of the commercial unit were issued in the name of respondent no.2 therefore, respondent no.2 was also named as a party in the matter.

The counsel for the respondent states that in terms of recital B of the BBA dated 17.4.2015, it has been clearly stated that M/s Everlike buildcon (respondent No.2) has been formally merged into Silvergrades Infrastructure Limited vide orders of the Delhi High Court dated 5.9.2014 ^{with} effective date of 18.9.2014 and in terms of such merger, all assets and liabilities of Everlike Buildcon Pvt. Ltd. have for all purposes devolved upon Silvergrade Infrastructure Pvt. Ltd. . In view of the above, there is no need to implead respondent no.2 as the same does not exist as an entity and respondent no.1 has taken over all the assets and liabilities of the company.

The authority is of the view that since the respondent no.2 stands merged with respondent no.1 and respondent no.1 has taken over the assets and liabilities of respondent no.2, there appears to be no necessity to implead the respondent no.2 in the matter.

The counsel for the complainant is seeking refund of the amount deposited for allotment of the commercial unit of the respondent. The complainant had deposited an amount of Rs. 11, 60,000/- against consideration price of Rs 43,67,975/-. As per the counsel for the complainant, since the complainant was a senior citizen and was indisposed and the respondent was not being able to deliver the allotted unit within the given time as per the BBA, the complainant verbally requested the respondent to refund the amount deposited. However, the respondent cancelled the unit of the complainant on 25.8.2020 and forfeited the entire amount deposited.

The counsel for the respondent states that the allotment was made under construction linked plan and the complainant defaulted making payment despite multiple reminders. The OC for the project was obtained on 11.2.2020 and offer of possession was made on 17.2.2020 and finally after giving numerous opportunities, the unit of the complainant was cancelled on default in making due payment. The amount



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/3146/2020


New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. टी. विभाग गृह, सिविल लाईन, गुरुग्राम, हरियाणा

deposited by the complainant was forfeited in terms of clause 7.3 of the Builder Buyer Agreement.


Arguments heard.

Order reserved.

Detailed orders will follow.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member


Vijay Kumar Goyal
Member
06.02.2024