

PROCEEDINGS OF THE DAY		38
Day and Date	Thursday and 08.12.2022	
Complaint No.	CR/3189/2021 Case titled as Padampur Niraman Private Limited Vs Emaar MGF Land Limited	
Complainant	Padampur Niraman Private Limited	
Represented through	S/Shri Ravinder Singh and Sunil Yadav Advocates	
Respondent	Emaar MGF Land Limited	
Respondent Represented	Shri Ashwarya Hooda Advocate	
Last date of hearing	08.09.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint has been received on 13.08.2021 and the reply was received on 05.10.2021. Succinct facts of the case are as under:		
Sr. No.	Particulars	Details
1.	Name of the project	Emerald Villa (Plots)
2.	Unit No.	EVP-A-T-173, (757.78 sq. yds. from earlier area of 758 sq. yds.)
3.	Date of allotment in favour of the complainant	16.11.2012 (Page 16 of complaint)
4.	Date of builder buyer agreement	27.11.2012 (Page 21 of complaint)

5.	Possession clause – 8	<i>Subject to force majeure conditions and reasons beyond the control of the Company, the Company shall make every endeavour to deliver possession of the Plot to the Allottee(s) within a period of 24 (twenty four) months from the date of execution of this Buyer's Agreement. In the event that the possession of the Plot is likely to be delayed for reason of any force majeure event or any other reason beyond the control of the Company including government strike or due to civil commotion or by reason of war or enemy action or earthquake or any act of God or if non delivery is as a result of any act, notice, order, rule or notification of the Government and any other public or Competent Authority or for any reason beyond the control of the Company, then in any of the aforesaid events, the Company shall upon notice claiming force majeure to the Allottee(s) be entitled to such extension of time till the force majeure event persists or the reason beyond the control of the Company exists. In the event that the Company fails to deliver possession of the Plot without existence of any force majeure event or reason beyond the control of the Company within 27 (twenty seven) months from the date of execution of this Agreement, the Company shall be liable to pay to the Allottee(s), a penalty of the sum of Rs. 50/- (Rupees Fifty only) per sq. yd. per month for such period of delay beyond 27 months from the date of execution of this Agreement. It is made clear to</i>
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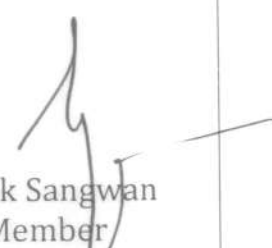
		<i>the Allottee(s) and understood by the Allottee(s) that under no circumstances the Possession of the Plot will be handed over to the Allottee(s) prior to the execution of the Sale Deed/ Conveyance Deed</i>
6.	Due date of possession	27.11.2014
7.	Total consideration of said unit as per statement of account dated 15.09.2021 at page 176 of reply	Rs.24,11,744 /-
8.	Amount paid by the complainant as per statement of account dated 15.09.2021 at page 176 of reply	Rs.0/-
9.	Occupation certificate	08.01.2018 [as per affidavit dated 06.12.2021 filed by the respondent]
10.	Offer of possession	19.07.2016 (Page 138 of reply)

On the last effective date after hearing i.e. 10.02.2022, it was recorded that "the complaint and attached documents, reply filed by the respondent and annexed documents were considered and detailed arguments were heard. Both the learned counsels for both the parties want to file written submissions to substantiate the arguments advanced by them. They are allowed to submit the same by 17.02.2022 in the registry for taking them on record".

Today the matter was listed for arguments while the matter was reserved for pronouncement of order. Written submissions have already been filed by both the parties.

Case to come up for pronouncement of order on 16.02.2023.


 Sanjeev Kumar Arora
 Member


 Ashok Sangwan
 Member
 08.12.2022