PROCEEDINGS OF THE DAY	23
Day and Date	Tuesday and 21.05.2024
Complaint No.	CR/3572/2020 Case titled as Silverglades Infrastructures Private Limited VS Atika Jain
Complainant	Silverglades Infrastructures Private Limited
Represented through	Shri Harshit Batra Advocate
Respondent	Atika Jain
Respondent Represented	Shri Satender Kumar Advocate
Last date of hearing	Remand back case
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 21.10.2020. However, the respondent has jointly filed reply in CR/3572/2020 and CR/3295/2020 on 26.07.2021.

The aforesaid complaint was decided by the authority vide order dated 28.09.2021 observing as under:

> *"No Builder Buyer Agreement has been signed inter-se the parties. Keeping in view the norms of good conduct behaviour, the complainant is directed to refund the amount after deducting 10% of the total sale consideration, as per the provisions of RERA Regulation No. 11/RERA GGM Regulations 2018 dated 5th December, 2018. As such, the matter stands disposed of. File be consigned to the registry."*

Thereafter, the complainant/promoter filed an appeal against the said order before the Hon'ble Haryana Real Estate Appellate Tribunal, Chandigarh and the said appeal was disposed of vide order dated 10.08.2023, while observing as under:

> *"**4.** A bare perusal of the order shows that the same is cryptic in nature and not informed by elaborate reasoning. The facts of the case are not reflected anywhere in the order. A perusal of the order conveys the impression that the same is nature of "proceedings". There is nothing to show that the final order/decree was to be passed on the said date.*

5. We do not intend to express any opinion on the pleas raised by either counsel on merits of the case as we find that the order is unsustainable being short, non-speaking and cryptic. Under these circumstances, we set aside the impugned order dated 28.09.2021 and remit the matter to the Authority for decision afresh at the earliest, in any case, not later than two months after affording opportunity of hearing to both the parties. The appeal is allowed."

The complainant has moved an application dated 12.09.2023 for listing of the matter in view of the order dated 10.08.2023 passed by Hon'ble Appellate Tribunal.

Succinct facts of the case as per pleadings and annexures are as under:

S. No.	Heads	Information
1.	Name and location of the project	The Merchant Plaza, Sec 88, Gurugram.
2.	Nature of the project	Commercial colony
3.	DTCP license no.	1 of 2013 dated 07.01.2013
	Valid up to	06.01.2021
4.	RERA registered/ not registered	**Registered 340 of 2017 dated 27.10.2017 for 2.75625 acres**
	RERA registration valid up to	**20.12.2020**
5.	Allotment letter issued in favour of the respondent on	31.03.2014 [Page 48 of complainant]
6.	Date of execution of apartment buyer's agreement	**Not executed**
7.	Unit no. as per allotment letter at page 48 of complaint	SA- 502, 5th floor
8.	Unit measuring	704 sq. ft.
9.	**Increase in super area** of the unit as per statement of account at page 102 of complaint	747.61 sq. ft.
10.	Total consideration as alleged by the complainant on page 18 of the complaint	Rs. 55,57,902/-

11.	Total amount paid by respondents-allottees as admitted by the complainant-promoter at page 18 of complaint and details at page 107 of complaint	Rs. 15,57,361/-
12.	Possession clause	***11 COMPLETION OF THE PROJECT AND POSSESSION*** *11.1 Subject to the terms hereof and to the Buyer having complied with all the terms and conditions of this Agreement, the Company proposes to hand over possession of the Apartment within a period of* ***4 (four) years from the date of approval of the Building Plans*** *for the Project or within such other time lines as may be directed by the Competent Authority ("Commitment Period"). The Buyer further agrees that even after expiry of the Commitment Period, the Company shall be further entitled to a grace period of a maximum of 180 days for issuing the Possession Notice ("Grace Period").* **Note:-** Possession clause taken from similar complaint (CR/3236/2020) in the same project.
13.	Due date of handing over possession	**30.11.2017** **Note:** The due date is calculated from the date of building plan approval dated **30.05.2013. Grace period is included.**
14.	Building plan approved on	30.05.2013
15.	Cancellation notice dated	30.06.2017 [Page 26 of reply]
16.	Date of offer of possession to the respondent-allottees at page 100 of complaint	17.02.2020

17.	Date of occupation certificate, page 98 of complaint	11.02.2020
18.	Remarks	The respondent allottee has not paid any instalments after 19.03.2014. [Page 2 of reply and page 107 of complaint]

The counsel for the complainant-promoter has stated that the respondent - allottee be directed to make the payment of the outstanding dues of Rs. 47,12,043/- under the agreement read with the provisions of the Act, to take possession of the service apartment and to pay interest as on 31.07.2020 of Rs. 28,71,107 /- calculated as per agreement.

The counsel for the respondent has stated that respondent/allottee has contended that the said flat was booked by Late Sh. Anil Jain father of respondent Ritika Jain and husband of respondent Vibha Jain. Sh. Anil Jain expired on 02.07.2016. The respondent /allottee suffered huge financial setback, therefore no payment was made. Respondent/allottee has not paid any amount after March 2014. The respondent/allottee requests for cancellation of booking and refund of the amount paid.

Arguments heard.

Order reserved.

Both the counsels for the parties are directed to submit written submissions within a period of 15 days with an advance copy to each other.

Matter to come up on **09.07.2024** for pronouncement of order.

Ashok Sangwan
Member

Vijay Kumar Goyal
Member

Arun Kumar
Chairman
21.05.2024