

<b>PROCEEDINGS OF THE DAY</b>		<b>71to 77</b>
Day and Date	Tuesday and 09.07.2024	
Complaint No.	<p>CR/3181/2023 Case titled as Rachna Bhatia VS Ansal Housing And Construction Limited &amp; Samyak Projects Private Limited</p> <p>CR/3419/2023 Case titled as Binita Pathak and Anil Kumar Pathak VS Ansal Housing And Construction Limited &amp; Samyak Projects Private Limited</p> <p>CR/3681/2023 Case titled as Mamta Kalhan VS Ansal Housing And Construction Limited &amp; Samyak Projects Private Limited</p> <p>CR/4754/2023 Case titled as Samir Kumar Shah VS Ansal Housing And Construction Limited &amp; Samyak Projects Private Limited</p> <p>CR/3527/2023 Case titled as Sangeeta Chauhan and Jagdish Chauhan VS Ansal Housing Limited &amp; Samyak Projects Pvt Ltd.</p> <p>CR/3575/2023 Case titled as Manish Kakkar and Meenakshi Kakkar VS Ansal Housing Limited &amp; Samyak Projects Pvt Ltd.</p> <p>CR/6089/2023 Case titled as Veena Yadav and Dinesh Kumar Yadav VS Ansal Housing And Construction Limited &amp; Samyak Projects Private Limited</p>	
Represented through	Shri Harshit Batra Advocate	



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

CR/3181/2023  
हरियाणा भू-संपदा विनियामक/प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	<b>Shri Himanshu Gautam, Advocate</b>
Respondent	Ansal Housing And Construction Limited & Samyak Projects Private Limited
Respondent Represented through	Shri Vikas Tiwari, Advocate for R1 Shri Shanker Wig Advocate for R2
Last date of hearing	20.03.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

### Proceedings

The present complaint was filed on 24.07.2023 and registered as complaint no. 3419 of 2023. Reply on behalf of the respondent was received on 21.02.2024.

The subject shop was endorsed to the complainant on 05.12.2014 by respondent no. 1. The respondent no. 2 (landowner) and respondent no. 1 (Developer) entered into a MoU dated 12.04.2013 in respect of the subject project. The perusal of the buyer agreement (clause D) shows that M/s Samyak Projects Pvt. Ltd. possesses all the rights and ownership of the said land. Thereafter, the MoU between the respondent no.1 and respondent no.2 was terminated on 10.11.2020 and publically declared via a notice in the newspaper on 16.12.2020, which terminated respondent no.1's right to act in the capacity of the promoter of the project.

Further, the respondent no. 1 challenged the termination of MoU before the Hon'ble High Court of Delhi in OMP(I) (COMM) No. 431 of 2021 under section 9 of the Arbitration and conciliation Act.1966. The Arbitrator rejected the prayer of respondent o.1 for stay on the termination of MoU and directed the respondent no.1 to handover the possession of the said project on 14.10.2021 to respondent no. 2 for taking over the balance construction of said project. The Ld. Arbitrator vide order dated 02.09.2022 held that respondent no 2 shall be free to approach the allottee and collect money from them in respect of their unit.

It is pertinent to mention here that arbitration proceedings between the respondent no.1 and respondent no.2 are going on and vide order dated 14.06.2024, the Hon'ble Arbitration Tribunal directed the respondent no.2



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

**not to put any undue pressure on the buyers to enter into Addendum Agreement.**

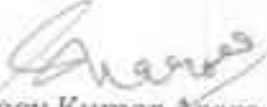
The counsel for respondent no. 1 argues that upon perusing the builder-buyer agreement on page 3, it becomes evident that M/s Samyak Projects Pvt. Ltd. not only holds all rights and unrestricted ownership of the land where the Ansal Boulevard, Sector 83 project is being developed but also acts as the developer for the project. According to the counsel, any delays in the development of the project should be attributed to respondent no. 2, who was responsible for the timely completion of the project. Therefore, the responsibility for any delays lies with respondent no. 2, as M/s Samyak Projects Pvt. Ltd. was entrusted with the construction and development of the project.

The counsel for respondent no.2 states that they are offering fit-out possession to the complainants because the building is complete. They further explain that respondent no.2 is unable to obtain an occupation certificate from the competent authority as they are only a confirming party. In compliance with the arbitrator's orders, they have been overseeing the construction, hence they are now offering fit-out possession.


Part arguments heard.

The respondents are directed to file compilation of the various orders/directions of the relevant courts/Tribunal alongwith written submission within a period of 15 days with advance copy to the counsel for the complainants..

Matter to come up on **20.08.2024** for further arguments.

  
Sanjeev Kumar Arora  
Member

  
Vijay Kumar Goyal  
Member

  
Arun Kumar  
Chairman  
09.07.2024