

PROCEEDINGS OF THE DAY		22
Day and Date	Friday and 04.07.2025	
Complaint No.	CR/4286/2023 Case titled as Arthi Bhanot VS Splendor Buildwell Private Limited	
Complainant	Arthi Bhanot	
Represented through	Shri Dhruv Rohatgi Advocate	
Respondent	Splendor Buildwell Private Limited	
Respondent Represented through	Ms. Shreya Takkar and Ms. Meenal Khanna Advocates Shri Ravi Agarwal Advocate on behalf of intervenor	
Last date of hearing	09.05.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint has been filed on 15.09.2023 and the reply on behalf of respondent has been received on 29.03.2024. Rejoinder was filed by the complainant on 03.01.2025. The complainant is seeking possession of the unit, delayed possession charges at prevailing rate of interest for every month of delay on the amount paid by the complainant till the date of handing over of possession of unit, to execute the buyer's agreement and the conveyance deed and to pay pending assured return of ₹35,750/- per month from 12.12.2017 till offer of possession is issued and further to pay assured rental of ₹29,250/- per month from the date of completion certificate issued in respect of building till the said unit is leased out to prospective lessee. In the present complaint the third party i.e., M/s ANJ Real Estate Investments has filed an application dated 18.12.2023 for its impleadment stating that complainant has already transferred, sold, and conveyed his rights to them and an agreement to sell dated 05.02.2020 was executed between them. Hence, the complainant is not entitled for any relief. Further, the applicant has filed an application dated 27.06.2025, for taking on record certain documents in respect of the aforesaid application.		

The complainant has filed reply dated 29.03.2024 to the aforesaid application stating that the M/s ANJ Real Estate Investments has failed to honour its commitment and to make payment of the total sale consideration to the complainant. Thus, there is no right, title, or interest of the applicant in the present matter or on the unit. The said agreement was entered into February 2020 and even after a lapse of more than 4 years, the applicant has failed to make the payments under the agreement. The said agreement therefore has automatically been terminated due to non-performance by the applicant. The complainant even sent a legal notice dated 14.01.2021 to the applicant, however, the applicant yet again chooses to remain silent and failed to abide by its obligations. They also have stated that they never wrote any letter dated 05.02.2020 to the third party mentioned above.

The application dated 18.12.2023 filed by M/s ANJ Real Estate Investments is dismissed as the applicant has failed to honour the terms of the agreement to sell dated 05.02.2020 and the respondent has also not transferred the subject unit in favour of the applicant.

The respondent has also moved an application dated 04.10.2024 seeking dismissal of complaint stating that the complainant has sought relief of assured return along with other reliefs which cannot be granted by the authority and hence present complaint is liable to be dismissed.

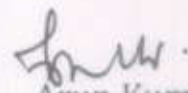
The application dated 04.10.2024 filed by the respondent seeking dismissal of complaint is declined as the authority has complete jurisdiction with respect to assured return cases as the contractual relationship arise out of the buyer's agreement/MOU executed inter se parties and the same has already been decided in CR/8001/2022 titled as *Gaurav Kaushik and anr. Vs. Vatika Ltd.*

Arguments heard.

Order reserved.

Parties may file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on 01.08.2025 for pronouncement of order.


Arun Kumar
Chairman
04.07.2025