



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह सिविल लाईंस गुरुग्राम हरियाणा

PROCEEDINGS OF THE DAY		52
Day and Date	Tuesday and 08.08.2023	
Complaint No.	CR/7233/2022 Case titled as Col. Deepak Kohli Vs Imperia Wishfield Private Limited	
Complainant	Col. Deepak Kohli	
Represented through	Shri Satyawan Kudalwal Advocate	
Respondent	Imperia Wishfield Private Limited	
Respondent Represented	Shri Roopam Sharma proxy counsel	
Last date of hearing	18.04.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 06.12.2022 and reply on behalf of respondent was filed on 13.04.2023.

S. N.	Particulars	Details
1.	Name and location of the project	"Elvedor" at Sector 37 C, Gurugram
2.	Nature of the project	Commercial Project
3.	Project area	2 acres
4.	DTCP license no.	47 of 2012 dated 12.05.2012 valid upto 11.05.2016
5.	Name of licensee	M/s Prime IT Solutions Pvt. Ltd.
6.	RERA Registered/ not registered	Not registered
7.	Unit no.	E.040, Ground Floor, Tower Evita



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CR/1233/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		(page no. 31 of complaint)
8.	Unit area admeasuring (super area)	315 sq. ft. (page no. 31 of complaint)
9.	Date of allotment letter	23.08.2013 (page no. 19 of complaint)
10.	Date of builder buyer agreement	14.11.2014 (page no. 21 of complaint)
11.	Possession clause	11(a) Schedule for possession of the said unit <i>The company based on its present plans and estimates and subject to all exceptions endeavors to complete construction of the said building/said unit within a period of sixty (60) months from the date of this agreement unless there shall be delay or failure due to department delay or due to any circumstances beyond the power and control of company or force majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the allottee(s) to pay in time the total price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement.</i>
12.	Due date of possession	14.11.2019 (calculated as per possession clause)
13.	Total sale consideration	Rs. 35,06,024/- (as per the statement of account on page no. 17 of reply)
14.	Amount paid by the complainant	Rs. 28,85,885/- [as per the statement of account on page no. 17 of reply]



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CR/233/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

15.	Occupation certificate	Not obtained
16.	Offer of possession	Not obtained

On the last date of hearing, the respondent had filed an application for impleadment of M/s Prime IT Solutions Pvt. Ltd. on the grounds that the present respondent company has been created as a joint venture between the respondent and M/s Prime IT Solutions Pvt. Ltd. for the purpose of this project. A compromise decree was passed on 12.01.2016 in the Gurugram Civil Court between the two entities. The matter was fixed for today for filing of reply by the counsel for the complainant w.r.t impleadment application.

The counsel for the complainant contests the impleadment application on the grounds that the allotment as well as payment in the present matter was made to and by M/s Imperia Wishfield Pvt. Ltd. and the complainant was not privy to the compromise agreement between M/s Prime IT Solutions Pvt. Ltd and M/s Imperia Wishfield Pvt. Ltd. He further states that the matter has been settled in a number of cases where orders (In CR No.6395/2022 to 6399/2022) have been announced by this authority declining the impleadment of M/s Prime IT Solutions Pvt. Ltd.

Arguments for impleadment of M/s Prime IT Solutions Pvt. Ltd. heard. The application is declined since the BBA was signed between the complainant and the respondent and the complete amount of consideration was paid by the complainant to the respondent who is M/s Imperia Wishfield Pvt. Ltd. Further, the complainant was not privy to the compromise agreement between the respondent and M/s Prime IT Solutions Pvt. Ltd. The respondent cannot shy away from its responsibility w.r.t the obligation towards the complainant.

Arguments on the main case heard.

Refund is allowed alongwith prescribed rate of interest i.e. 10.75% per annum from the date of each deposits till its realization.



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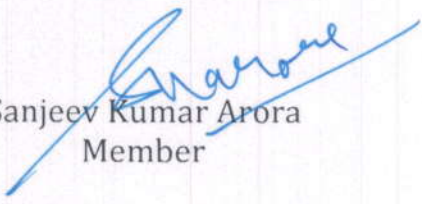
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CA/1235/2022

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Matter stands disposed off. Detailed order will follow. File be consigned to the registry.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member
08.08.2023