HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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1. COMPLAINT NO. 1072 OF 2021

Ajay Ahuja ....COMPLAINANT

VERSUS

RPS Infrastructure Ltd. ......RESPONDENT

2. COMPLAINT NO. 1073 OF 2021

Ajay Ahuja ....COMPLAINANT

VERSUS

RPS Infrastructure Ltd. ......RESPONDENT

CORAM: Nadim Akhtar **Member**
Chander Shekhar **Member**

Date of Hearing: 21.10.2024

Hearing: 11th

Present: - Adv. Balvinder Sangwan, counsel for the complainants through VC.
Adv. Garvit Gupta, counsel for respondent through VC.
Mr. Rohit Mittal Advocate, counsel for M/s Wonder Infracon Pvt. Ltd through VC.

ORDER (NADIM AKHTAR-MEMBER)

1. Ld. counsel for complainant argued that:-

a. The impleadment application filed by M/s Wonder Infracon Pvt. Ltd. on 19.09.2022, claims that the complainant sold the unit in question to them, receiving a premium of ₹3,00,000/- and an additional ₹1,00,000/- deposit, with a commitment to pay future housing loan installments. This transaction was purportedly formalized by an agreement dated 07.03.2018. However, it is important to note that M/s Wonder Infracon Pvt. Ltd. has not submitted this agreement, which is crucial in substantiating the claim that the transaction was formalized between the complainant and Wonder Infracon Pvt. Ltd. Further, in a reply to this impleadment application dated 16.08.2023, the complainant included details of the corporate registrations of both involved entities. The complainant pointed out that Annexure 6 of this reply reveals the corporate address of RPS Infrastructure as "1117-1120, 11th Floor, Tower-B, DLF Tower, Jasola, District Center, New Delhi, 110025," while M/s Wonder Infracon Pvt. Ltd. is registered at "1123, DLF Tower-B, Jasola, District Center, New Delhi, 110025." The proximity of these addresses within the same building indicates a potential link between the two companies, which could imply a relationship that may be relevant to the case.

b. He further referred to an order dated 05.07.2022 passed by the Authority wherein directions were given to respondent "*....since* *the construction of the project is almost complete, therefore, respondent shall handover possession of allotted unit to the complainant after obtaining occupation certificate from the Authority. However, promoter-respondent shall be liable to pay interest on account of delay caused in handing over of possession from the deemed date of possession till actual and lawful delivery of possession of booked unit is made to the complainant after obtaining occupation certificate. Respondent is liable to pay to the bank entire backlog of unpaid EMI's. Respondent shall clear these dues immediately any and every liability on account of non payment of EMI's shall be hat of the respondent only. Respondents shall pay their dues without further delay".* To comply with this order, several cheques were issued on behalf of the respondent. Notably, some cheques were issued by M/s Wonder Infracon Pvt. Ltd., which supports the assertion that both companies are connected. However, both the respondent and M/s Wonder Infracon Pvt. Ltd. continue to assert that they are separate entities and maintain no affiliation. This discrepancy between actions and claims raises questions about the true nature of the relationship between the two companies.

c. He also referred to order dated 12.02.2024, wherein "*respondent was directed to file an application mentioning the status of the* *units booked by the complainant and project where the unit is situated.....".* In compliance to the same, respondent has sent an application of status report yesterday to the complainant. i.e., 20.10.2024.

2. Ld. counsel on behalf of M/s Wonder Infracon Pvt. Ltd argued that;

   a. Respondent namely "RPS Infrastructure Ltd." and " M/s Wonder Infracon Pvt. Ltd." are distinct entities with no affiliation or relationship between them. He argued that the mere fact of having corporate offices within the same building does not constitute evidence of any connection or relationship between the two companies.

   b. The Authority raised a specific question to the learned counsel for Wonder Infracon Pvt. Ltd., noting that although M/s Wonder Infracon Pvt. Ltd. paid ₹3,00,000/- to the complainant as part of the unit purchase, the full sale consideration for the unit is ₹84,00,000/-. The Authority inquired about the payment of the remaining amount. The counsel responded that the ₹3,00,000/- was only the premium amount paid directly to the complainant, while the remaining balance had been paid directly to the bank. To substantiate this, he referred to Para 5 of the impleadment application dated 19.09.2022, where it is stated that "*....applicant agrred to purchase the said unit at the premium of ₹3,00,000/-*

along with payment of his deposit amount of ₹1,00,000/- against the said unit and also payment of future housing loan instalments and signed an agreement dated 07.03.2018 to this effect with the complainant. Pertinently, the applicant remitted a sum of ₹4,00,000/- vide cheque no. 220981 dated 21.03.2018 as payment of deposit along with premium amount in favour of the complainant against the said unit."

c. The Authority further questioned the counsel regarding the agreement dated 07.03.2018, which formalized the sale of the unit to Wonder Infracon Pvt. Ltd., noting that it had not been submitted in the record. The counsel explained that this document is currently untraceable due to the company's office relocation.

3. Ld. counsel for respondent, i.e., RPS Infrastructure ltd. argued that;

   a. The respondent has already submitted an application concerning the status report of the unit on 07.03.2024.

   b. The counsel drew attention to the specific reliefs sought by the complainant. In Relief No. 1, the complainant requested that the respondent pay the outstanding loan amount to the State Bank of India. The counsel asserted that the respondent has already settled this amount with the bank, rendering this relief infructuous. As for the second relief—where the complainant seeks a refund of ₹17,50,000/-—the, ld. counsel noted that per the Authority's order dated 05.07.2022, the respondent was directed to pay delay charges for the delay in handing over possession. Since both delayed possession charges and a refund cannot simultaneously be granted, the counsel emphasized that the complainant's relief request requires clarification.

c. The deemed date of possession in this case is determined to be 12.02.2022, whereas the complainant filed this complaint in 2021. If the complainant is now seeking possession, the complaint would be considered premature and potentially subject to dismissal. Additionally, while the complainant appears to be seeking a refund, they continue to reference the order dated 05.07.2022, which concerns possession sand delayed possession charges. Given these discrepancies, the respondent's counsel requested that the Authority direct the complainant to file an application clarifying the specific relief sought.

4. The Authority questioned the learned counsel for the complainant about the payment of the remaining sale consideration, noting that the complainant has paid only ₹17.5 lakhs out of the total amount. The Authority sought clarification on who and how paid the balance amount? In response, the counsel requested additional time to consult with the complainant regarding the source of payment for the remaining amount.

5. After hearing averments of parties, Authority orders as follows:

a. M/s Wonder Infracon Pvt. Ltd. **is** ordered to submit documents that prove any relationship between the complainant and M/s Wonder Infracon Pvt. Ltd. Additionally; they must provide evidence that an agreement was executed with the complainant on 07.03.2018.

b. The complainant is directed to file an application clarifying the specific relief sought and to submit documentation showing how and by whom the full consideration amount for the unit in question was paid?

c. Authority further directs that all documents must be submitted at least four weeks prior to the next hearing date.

6. Cases are adjourned to **03.02.2025.**

CHANDER SHEKHAR
[MEMBER]

NADIM AKHTAR
[MEMBER]