



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1205 OF 2020

Anil Kumar and others

.....COMPLAINANTS

Versus

M/s Mapsko Builders Pvt. Ltd & another

.....RESPONDENTS

CORAM: Dr. Geeta Rathee Singh
Nadim Akhtar

Member
Member

Hearing: 14th

Date of Hearing: 12.10.2023

Present: - Sh. Anil Kumar, complainant through VC.

Sh. Akshat Mittal, ld. counsel for respondent no.1

Sh. Vishnu Anand, ld. counsel for respondent no. 2 through VC.

ORDER (NADIM AKHTAR- MEMBER)

1. Vide last order dated 19.07.2023, Authority directed respondent no. 2 to file an affidavit stating that said land on which 24mtr road is to be constructed does not belong to him . However, no affidavit has been filed till date. Today, during course of hearing, ld counsel for respondent no. 2 reiterated the earlier pleadings and said land does not belong to respondent no. 2 and said affidavit is emailed to the Authority, however hard copy of affidavit will be filed today in the registry.
2. Also, Authority directed respondent no. 1 to file reply to the application dated 10.04.2023 filed by the respondent no.2 and imposed cost of ₹10,000/- for non-compliance of earlier order. As per office record no cost has been deposited nor has reply been filed to said application. Today, ld counsel for respondent no.1 submitted that an application is being filed in the registry today, requesting the Hon'ble Authority that Local Commissioner may be appointed in this case to inspect the site of said 24mtr wide road; to check whether complainant has proper access to his unit, and to determine the ownership and liabilities w.r.t said disputed land parcel. Further, counsel for respondent no.1 states that said road falls under killa no. 8,9,10, rectangle 16, village Ahmadpur, district Sonipat, Haryana. The part of road falling under the ownership of respondent no.1 has been duly constructed by the respondent and portion of land which remains unconstructed is point of dispute and falls under



killla no. 8/1/2, 8/2/2, 9/2, 10/2 village Ahmadpur, district Sonipat, Haryana. That said killa nos. belong to and are under ownership of M/s Wadia Hotels Pvt. Ltd, which is not impleaded as respondent by the complainant, and rather is subsidiary company/sister concern of respondent no. 2.

3. Ld counsel for respondent no.1 further states that certain portion of said unconstructed road might be falling under unlicensed land and same is subject matter of verification. Furthermore, it is mentioned that applicant applied to obtain license for the project vide license no. 49 of 2010 which was applied for, after the partition of land in question and was duly obtained from DTCP. Ld counsel for respondent no.1 further stated that land falling under said license has been duly developed by the applicant licensee and reiterated the same pleading that respondent no. 1 has duly completed and constructed the portion of road falling under their ownership. The reason that respondent no.1 cannot construct the unconstructed portion of said road is that it is not within the ownership of respondent no.1 and would in fact amount to trespass.
4. On the other hand, complainant stated that he is aggrieved for last 4 years due to non-development of proper road. Complainant further stated that road is basic need which was promised by the developer at the time of execution of builder buyer agreement. He further stated, that the respondent no.1, had shown this 24mtr wide road as part of the layout plan and based on this representation by the respondent no.1, the complainant decided to purchase the



plot in the said real estate project. Further, respondent no.1 charged PLC charges on account of 24mtr wide road whereas no such facilities has been provided by the respondent by the side of his plot as promised by him. Since the agreement of sale was executed, money/amount was collected by the respondent no.1, the privity of contract is there between respondent no.1 and the complainant. Hence, it is obligated on part of the respondent no.1 to fulfill the promise made at the time of selling the said plot to the complainant and now at this stage respondent no. 1 cannot be allowed to take shield of an dispute inter-se respondent no.1 and respondent no.2. And, even if there is any dispute inter-se respondent no.1 and respondent no.2 the same shall not affect the rights of the complainant vis-à-vis the respondent no.1, who is the promoter. To rebut this ld. counsel for respondent no. 1 states that he is not aware about whether PLC charges were charged or not?.

5. After hearing all the parties, Authority observes that issue of construction of 24mtr wide road is inter se between the respondent no. 1 and respondent no. 2 and allottee cannot be made to suffer due to that. Further, Authority is satisfied that there is no need for appointment of local commissioner as there is no question of determining the location and alignment of 24mtr wide road vis-a-vis the plot of complainant as 24mtr wide road is very much part of sanctioned plan. The main averment is that builder Mapsko Pvt Ltd, i.e., respondent no.1 had promised to provide 24mtr wide road as depicted in the layout plan of the



colony to the allottee at the time of selling the plot to the allottee. Nowhere it is mentioned that part of land falling under 24mtr road belongs to a subsequent entity and it is to be developed by respondent no. 2. Further on scrutiny of conveyance deed, it is confirmed that respondent no. 1 had shown 24mtr wide road towards south of the plot of complainant and now respondent no.1 cannot run away from its liability of providing this road. Also the contention of respondent no. 1 that land falling under said 24mtr wide road belongs to M/s Wadia Hotels Pvt. Ltd cannot be sustained at this stage as there was no mention of the same in the allotment letter, plot buyer agreement and conveyance deed. The 24mtr wide road is part of internal circulation plan of the sector and its location and nature of land cannot be changed by any of the developer/licencee. This road has to be constructed at its location and alignment as per sanctioned plan to provide connectivity through this 24mtr wide road to all the areas/plots abutting the road by all the licensees in whose land portion of this 24mtr road falls. Therefore, Authority deems it fit to conclude that respondent no. 1 on whose's representation the complainant purchased the plot in question and executed an agreement for sale has the primary responsibility to construct the said 24mtr wide road as it has developed its licensed colony first and allotted plots to its allottees with a promise of connectivity through 24mtr wide road. Respondent no.2 is yet to develop its project but whenever it will develop the same, he has to construct the portion



of road on the land falling in its licensed land. Thus, Authority directs respondent no.1 to construct the said 24mtr wide road as per its sanctioned/approved alignment, in consultation/collaboration with respondent no.2. Authority also directs respondent no.2 to facilitate construction of said 24mtr wide road by respondent no.1 and persuade its subsidiary company M/s Wadia Hotels Pvt. Ltd .

6. Authority further directs respondent no.1 to verify whether PLC charges are levied or not ? Authority also directs respondent no.1 to file application in the registry on which he relied upon during course of hearing and deposit the cost of ₹ 10,000/- imposed vide order dated 19.07.2023. Respondent no.1 shall, on an affidavit, file the details of steps taken and progress made for construction of 24mtr wide road, atleast 7 days before next date of hearing with a copy supplied to the complainant. Further, respondent no. 2 is directed to file the affidavit as directed vide order dated 19.07.2023 in the registry of the Authority.
7. With these directions, case is adjourned to **16.01.2023**.


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DR. GEETA RATHEE SINGH
[MEMBER]


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NADIM AKHTAR
[MEMBER]