



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1378 OF 2020

Pramod Kumar MaheshwariCOMPLAINANT(S)

VERSUS

Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

2. COMPLAINT NO. 1379 OF 2020

Mal Chand Jajoo & AnrCOMPLAINANT(S)

VERSUS

Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

3. COMPLAINT NO. 1383 OF 2020

Babita MaheshwariCOMPLAINANT(S)

VERSUS

Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

4. COMPLAINT NO. 1387 OF 2020

Chesta MaheshwariCOMPLAINANT(S)

VERSUS

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Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

5. COMPLAINT NO. 1472 OF 2020

Kapil Maheshwari & AnrCOMPLAINANT(S)

VERSUS

Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

6. COMPLAINT NO. 1473 OF 2020

Pramod Kumar MaheshwariCOMPLAINANT(S)

VERSUS

Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

7. COMPLAINT NO. 1476 OF 2020

Meena MaheshwariCOMPLAINANT(S)

VERSUS

Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

8. COMPLAINT NO. 1477 OF 2020

Rahul Verma & AnrCOMPLAINANT(S)

VERSUS

Emerald Home Developers Pvt. Ltd.RESPONDENT(S)

CORAM: Dr. Geeta Rathee Singh
Nadim Akhtar

Member
Member



Date of Hearing: 02.11.2023

Hearing: 9th

Present: Mr. Pramod Kumar Maheshwari-in-person, complainant in complaint no. 1.
Mr. Manav Bajaj ld. counsel for complainants in all the above-mentioned complaints.
Adv. Tarun Ranga and Adv. Neeraj Goel , ld. counsels for the respondent.

ORDER (NADIM AKHTAR – MEMBER)

1. Today ld. counsels for the respondent provided hard copies of their written submissions in all the above- mentioned complaints to the opposite counsel Mr. Manav Bajaj during the course of hearing.
2. Thereafter, Mr. Neeraj Goel, ld. counsel for the respondent stated that the said matters have already been amicably settled out of the court between both the parties vide Memorandum of Understanding dated 23.01.2021. Thus, RERA does not have jurisdiction to adjudicate the matters in view of out of court settlement. The relevant clauses of MOU have been reproduced hereunder:-

2. After due deliberations and discussions, it is now agreed as settled between the parties that the first party shall sale these all 08 Flats through the sources/selling channels of the first party at the best price to its satisfaction and pay the advance amount received against the flats along with interest @12% per annum from the respective date of advances received till the date of full and final payment is made by selling all the flats.



3. It is also agreed that all the flats shall be sold by 31 August, 2021 and the sales proceeds shall be directly paid to the second party or its loan provider bank, from the buyers of the respective flats. Simultaneous to payment to loan provider bank, release order/NOC shall be furnished and transfer papers shall be executed by the by Second Party.

4. It is also agreed that the second party is not concerned with the sale value of flats as he shall be paid advance along with interest as mentioned above. Any short fall resulting due to difference between the sales value and the amount of advance along with interest as mentioned above shall be paid by the first party to the second party.

5. Any flats not sold till 31st August 2021, shall be taken over by 1st party and advance along with interest shall be returned to the second party. It is also agreed that under all circumstances the whole advance along with interest shall be paid to the second party by first party on or before 30th September 2021.

3. Ld. counsel for respondent stated that complainants have breached the terms of the MOU dated 23.01.2021 on the ground that as per MOU respondent company (first party in MOU clauses) is under obligation to sale all 08 Flats in question by 31 August, 2021 through its the sources/selling channels and to pay the sales proceeds to the complainants (i.e., second party). However, complainants themselves sold the units to some third party. Now complainants have started demanding the interest on the sold out units, whereas even in the said MOU it was agreed that if any flat is not sold by respondent company till



31" August 2021 then the flats in question will be taken over by the respondent company and then only complainant would be eligible for advance paid by them along with interest. In the case in hand there stand no unit to be taken over by the respondent company, thus, the terms of MOU has been breached by the complainant themselves. The said fact has been denied by ld. counsel for the complainant stating that the 08 flats in question were sold by the respondents themselves and whole amount of sale proceeds alongwith interest component agreed upon has yet not been given to complainants.

4. Further, ld. counsel for respondent stated that complainant also approached the Hon'ble National Company Law Tribunal, New Delhi wherein same relief as before this Hon'ble Authority, has been sought by them. The complainants have also not disclosed the pendency of present proceedings before Hon'ble NCLT. The pendency of aforesaid petition attracts the principle of double jeopardy and on the basis of the same the present complaint is liable to be dismissed with cost.

5. After hearing both the parties, Authority observed that complainants cannot pursue the same relief before two Forums. Therefore, Authority directs the complainants to submit the status with respect to NCLT proceedings. Authority also directs the ld. counsel for complainants to withdraw the petitions instituted before Hon'ble NCLT in order to proceed the matters for further proceedings



before this Authority, otherwise present complaints will be liable to be dismissed.

6. Further, respondent is directed to submit written submissions in all the above- mentioned complaints in the registry of the office. In case complainants want to file rejoinder, they may file the same in 4 weeks' time with an advance copies supplied to opposite party.

7. Cases are adjourned to 30.01.2024.


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Dr. GEETA RATHEE SINGH
[MEMBER]


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NADIM AKHTAR
[MEMBER]