



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### 1. COMPLAINT NO. 1378 OF 2020

Pramod Kumar Maheshwari .....COMPLAINANTS

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

### 2. COMPLAINT NO. 1379 OF 2020

Mal Chand Jajoo and Sunita Jajoo .....COMPLAINANTS

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

### 3. COMPLAINT NO. 1383 OF 2020

Babita Maheshwari .....COMPLAINANT

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

### 4. COMPLAINT NO. 1387 OF 2020

Chesta Maheshwari .....COMPLAINANT

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

**5. COMPLAINT NO. 1472 OF 2020**

Kapil Maheshwari and Soniya Maheshwari ....COMPLAINANTS

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

**6. COMPLAINT NO. 1473 OF 2020**

Pramod Kumar Maheshwari ....COMPLAINANT

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

**7. COMPLAINT NO. 1476 OF 2020**

Meena Maheshwari ....COMPLAINANT

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

**8. COMPLAINT NO. 1477 OF 2020**

Rahul Verma and Soniya Verma ....COMPLAINANTS

Versus

Emerald Home Developers Pvt. Ltd. ....RESPONDENT

**CORAM: Nadim Akhtar  
Chander Shekhar**

**Member  
Member**

**Date of Hearing: 17.03.2025**



**Hearing:** 14<sup>th</sup> (In all complaints).

**Present:** Mr. Manav Bajaj, Id. Counsel for the complainants (in all the complaints).

Mr. Tarun Ranga, Id. counsel for the respondent (in all the complaints).

**ORDER(NADIM AKHTAR - MEMBER)**

1. On the last date of hearing dated 17.03.2025, cases were heard at length and was pronounced as 'reserved for orders'.
2. While dictating the order, complaint no. 1378/2020 titled as "Parmod Kumar Maheshwari vs Emerald Home Developers Pvt. Ltd" is taken as a lead case. It is observed by the Authority in all captioned complaints that complainants are seeking payment of only interest part as principle amount has already been paid by the respondent. It an admitted fact that complainant booked a flat in the year 2016 by paying an amount of ₹20,67,913/- through cheque as part of total sale price of ₹40,00,000/-. The Apartment buyer agreement was signed between the parties on 16.08.2016. The deemed date of possession of flat was in 24 months from date of execution of Apartment Buyer Agreement. Perusal of clause 2 of Apartment Buyer Agreement reveals that complainant had paid ₹20,67,913/- to the respondent which clearly substantiate his claims of refund.
3. Vide order dated 04.11.2024, complainants admitted that in all the complaints, the principal amount has been paid by the respondent and payment of only interest



portion is pending. Both the parties voluntarily wanted to settle the matter amicably, out of the court, so they entered into a MOU on 23.01.2021. Relevant clauses of MOU are reproduced as under for reference:-

- a. *It is also agreed that all the flats shall be sold by 31<sup>o</sup> 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.*
- b. *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.*
- c. *Any flats not sold till 31<sup>o</sup> 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 30 September 2021.*

4. Vide order dated 04.11.2024, Authority directed the complainants to file calculations of delayed interest. In compliance, application dated 05.12.2024 has




been filed by the complainants for placing on record the calculations of delayed interest which reveals that:-

- Firstly, interest is calculated by compounding method whereas as per MOU it should have been calculated as simple interest.
- Secondly, total receivables from sale proceed are not justifiable as no proof as to in what manner and by whom the complainants received these payments.

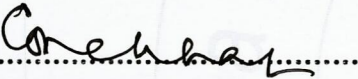
Neither ledger attached has been duly signed and stamped by the promoter Nor any affidavit is attached with the calculations sheet.

5. On the other hand, in all complaints, written submissions have also been filed by the respondent on 12.03.2025, in which no calculations of delayed interest have been placed on record by the respondent.
6. Authority is of view that no proof has been attached by both parties which substantiate their claims. Complainants have alleged that respondent sold the units and paid sale consideration to them whereas respondent claims that units were sold by the complainants. However, both parties fail to prove these contention as no documentary evidence has been attached in all the captioned complaints.
7. In the interest of justice and to have clarification regarding who sold the units, in what manner complainants received the sale proceed and date of payments, in all captioned complaints, Authority deems it fit to rehear all above referred cases of



complainants for appropriate orders. One last opportunity is granted to both the parties to place on record all relevant documents in all captioned complaints which substantiates their claims and contentions. The documents to be filed by the parties must be submitted in the registry on or before 10.07.2025 with an advance copy supplied to the opposite party. No further opportunity will be given to both parties for the purpose.

8. All the cases are adjourned to 28.07.2025 for the above purpose and final arguments.

  
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CHANDER SHEKHAR  
[MEMBER]

  
.....  
NADIM AKHTAR  
[MEMBER]