



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 MaheshwariCOMPLAINANTS

Versus

Emerald Home Developers Pvt. Ltd.RESPONDENT

6. COMPLAINT NO. 1473 OF 2020

Pramod Kumar MaheshwariCOMPLAINANT

Versus

Emerald Home Developers Pvt. Ltd.RESPONDENT

7. COMPLAINT NO. 1476 OF 2020

Meena MaheshwariCOMPLAINANT

Versus

Emerald Home Developers Pvt. Ltd.RESPONDENT

8. COMPLAINT NO. 1477 OF 2020

Rahul Verma and Soniya VermaCOMPLAINANTS

Versus

Emerald Home Developers Pvt. Ltd.RESPONDENT

CORAM: Nadim Akhtar Member
Chander Shekhar Member

Date of Hearing: 28.07.2025

Hearing: 15th (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. Relevant part of last order dated 17.03.2025 is reproduced as under:


“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.”

2. The Authority enquired from both parties regarding the compliance of the previous directions issued by the Authority. Learned counsel for the complainants submitted that, in compliance with the said directions, the complainants have filed an application dated 05.12.2024, wherein at page no. 5, complete details of the payments made by the complainants against the unit have been provided. He further submitted that the builder has sold the subject unit to a third party and the sale deed/registry has also been executed in favour of the said third party.
3. Today, the learned counsel for the respondent appeared and submitted that the complainant had booked a flat in the year 2016 by paying a sum of ₹20,67,913/- through cheque, towards the total sale consideration of ₹40,00,000/-. However, the complainant allegedly violated the terms of the Memorandum of Understanding (MoU) and sold the unit to a third party at an enhanced price of ₹45,50,000/-. He



further stated that the conveyance deeds for the respective units have been executed in favour of the third parties by the complainants in all the captioned complaints. Additionally, the complainant received two cheques dated 16.12.2022 and one cheque dated 26.12.2022 in relation to the unit in question which have already been encashed. The respondent submitted that the complainant has received an amount in excess of the total payments made, and having thus violated the terms and conditions of the MoU and already realised double the amount paid, the complainants are not entitled to claim any interest from the respondent.

4. All the cases are adjourned to 01.09.2025 for further arguments and consideration.


.....
CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]