



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 225 OF 2021

Sher Singh

....COMPLAINANT(S)

VERSUS

Flex Pack Technologies Pvt. Ltd

.....RESPONDENT(S)

## 2. COMPLAINT NO. 226 OF 2021

Sher Singh

....COMPLAINANT(S)

VERSUS

Flex Pack Technologies Pvt. Ltd

.....RESPONDENT(S)

## 3. COMPLAINT NO. 545 OF 2021

Suresh Kumar

....COMPLAINANT(S)

VERSUS

Flex Pack Technologies Pvt. Ltd

.....RESPONDENT(S)

## 4. COMPLAINT NO. 546 OF 2021

Sanjiv Kumar Phouhat

....COMPLAINANT(S)

VERSUS

Flex Pack Technologies Pvt. Ltd

.....RESPONDENT(S)

**CORAM:** **Rajan Gupta** **Chairman**  
**Dilbag Singh Sihag** **Member**

**Date of Hearing:** 29.07.2022

**Hearing:** 5th

**Present through: -** Mr Akshat Mittal, Counsel for the complainants  
**Video conferencing** None for the respondents

**ORDER (DILBAG SINGH SIHAG-MEMBER)**

In captioned bunch of complaints, respondent could not be served for want of correct address. Direction was given to the complainant to file correct address. Learned counsel for the complainant submitted that the same address which was already furnished of the respondent, is available with complainant and therefore he had requested that respondent be served by way of publication in newspaper.

2. Pursuant to the same, a notice was published in Indian Express on 27.11.2021( in complaint no. 225 & 226 of 2021) and on 09.02.2022(in complaint no. 545 & 546 of 2021) against both respondents namely Flex Pack Technologies Pvt. Ltd and Asian Developers Ltd for appearing before Authority to prosecute present complaints.

3. However, no one has appeared on behalf of respondent, nor any reply has been filed till date. Vide order dated 09.03.2022,



Authority had granted last opportunity to the respondent to appear and prosecute his case, failing which Authority will be proceed ex-parte against them. Since, today, none present on behalf of the respondents namely Flex Pack Technologies and Asian Developers Ltd, Authority deems fit to proceed ex parte against them.

4. Captioned complaints have been taken up together as grievances and facts involved are identical and against the same project of the respondent. Taking Complaint no. 545 of 2021 titled Suresh KumarVs Flex Pack Technologies Pvt, as the lead case, facts averred are that complainant agreed to purchase an apartment in respondent's project namely 'Avenue 18, situated at Bawal, Rewari for which booking was made on 27.12.2012 after paying a booking amount of ₹ 1,51,000/- . Complainant already paid an amount of ₹ 8,27,000/- for said plot against total sale consideration of ₹ 16,37,500/- . A builder buyer agreement was executed between both parties on 02.11.2016 . As per clause 10 of agreement possession of completed apartment was to be handed over within 27 months from date of booking/ sanctioning of building plans which ever is later. Deemed date of possession in respect of date of booking works out to 27.03.2015. It has been alleged by the complainant that respondent has failed to develop said project and deliver possession of booked unit. No construction work has been

carried out at site and respondents have completely abandoned the project. Therefore, complainant has filed present complaint seeking refund of paid amount along with interest.

5. Shri Akshat Mittal, learned counsel for the complainant submitted that by 2014 complainant had deposited an amount of ₹ 8,27,000/- with the respondent towards booking of a flat possession of which was to be delivered by March 2015. However, more than seven years have passed but respondents have failed to develop said project and deliver possession. Therefore, he prayed the Authority to issue directions to respondent to refund the paid amount along with interest in terms of Rule 15 of HRERA Rules 2017. He further submitted that details of payment made by complainant alongwith receipts is annexed as Ax-C-2

6. After hearing submissions of learned counsel for complainant, Authority observes that despite repeated efforts, both the respondents have failed to appear before Authority or file reply. In the absence of appearance of any of the respondents, Authority cannot ascertain rightly and authenticate the case of the complainant as well as the payments claimed to be made by him.

In a separate bunch of complaints in which respondent no. 2 i.e Asian Developers Ltd is a necessary party, Authority had observed that on the site of Ministry of Corporate Affairs, status of the respondent company has been shown as 'Strike off' with last annual general meeting that was held in the year 2015. Now, on pursuing the receipts of payment made by complainant, one of the receipts which was issued by Asian Developers Ltd in the year 2016 whereas company had already been struck off in 2015. In such circumstances claims of the complainant including payment of various amounts cannot be verified by this Authority. Further, role of respondent no. 1 i.e Flex Pack Technologies Pvt Ltd is also uncertain with regard to arrangement between both the respondents for development of the project. In such circumstances, it is necessary to first establish the role of each of the respondents in the project and their liability towards the complainant/ allottee of the project only. Thereafter, Authority can adjudicate upon the relief sought by complainant.

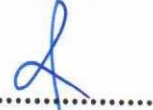
7. Shri Akshat Mittal, learned counsel for the complainants sought time to produce relevant documents and necessary facts to prove genuine rights of the allottees and to establish relation between both parties.



8. Accepting his request, cases are adjourned to 13.10.2022.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]

