



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 2127 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Vaibhav Tyagi

....RESPONDENT(S)

2. COMPLAINT NO. 2128 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Amber Prakash Rupesh

....RESPONDENT(S)

3. COMPLAINT NO. 2129 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Gautham Yadav

....RESPONDENT(S)

4. COMPLAINT NO. 2130 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Ravi Khandelwal

....RESPONDENT(S)

5. COMPLAINT NO. 2131 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Ashish Kumar

....RESPONDENT(S)

6. COMPLAINT NO. 2132 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Nikhil Gupta

....RESPONDENT(S)

7. COMPLAINT NO. 2133 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Indrajeet Yadav

....RESPONDENT(S)

8. COMPLAINT NO. 2134 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Ishani Chakravorty

....RESPONDENT(S)

9. COMPLAINT NO. 2135 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Shalini Anand

....RESPONDENT(S)

10. COMPLAINT NO. 2136 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Poonam Kaur

....RESPONDENT(S)

11. COMPLAINT NO. 2137 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT

VERSUS

Sujeet Kumar Gupta

....RESPONDENT

12. COMPLAINT NO. 2201 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Manish Rana

....RESPONDENT(S)

13. COMPLAINT NO. 2202 OF 2019

Dwarkadhis Projects Pvt. Ltd

....COMPLAINANT(S)

VERSUS

Sunita Natwani

....RESPONDENT(S)

14. COMPLAINT NO. 2203 OF 2019

Dwarkadhis Projects Pvt. Ltd

....COMPLAINANT(S)

VERSUS

Pardeep Kumar Senapati

....RESPONDENT(S)

15. COMPLAINT NO. 2204 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Ashish Kumar

....RESPONDENT(S)

16. COMPLAINT NO. 2289 OF 2019

Dwarkadhis Projects Pvt. Ltd.

....COMPLAINANT(S)

VERSUS

Maneesh Walia

....RESPONDENT(S)

17. COMPLAINT NO. 2616 OF 2019

Indrajeet Yadav

....COMPLAINANT(S)

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT(S)

18. COMPLAINT NO. 2999 OF 2019

Krishan Kumar

....COMPLAINANT(S)

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT(S)

19. COMPLAINT NO. 2701 OF 2019

Deepa Gupta and Rahul Gupta

....COMPLAINANT(S)

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT(S)

20. COMPLAINT NO. 2704 OF 2019

Shalini Anand and Manish Anand

....COMPLAINANT(S)

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT(S)

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21. COMPLAINT NO. 2858 OF 2019

Alka Gupta

....COMPLAINANT(S)

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT(S)

CORAM: **Rajan Gupta**
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 11.02.2020

Hearing: 4th

Present: - Mr. Gaurav, Counsel for Complainant.
(in complaint Sr. nos 1 to 16)
Mr. Shobit Phutela, Counsel for the Complainant
(in complaint no. 2616 of 2019)
Mr. Tarun, Counsel for Complainant
(in complaint no. 2701,2704,2858 of 2019)
None for Complainant
(in complaint no. 2999 of 2019)

Mr. Rajat Chopra, Counsel for the Respondent.
(in complaint no. 2135 of 2019)
Mr. Sachin, Counsel for the Respondent
(in complaint no. 2127,2129,2131 of 2019)
None for the complainant.
(in complaint no 2128 of 2019)
Ms. Apurva Singh, Proxy counsel for the Respondent
(in complaint no. 2130 of 2019)
None on the behalf for the Respondent
(in complaint no. 2132 of 2019)
Mr. Shobit Phutela, Counsel for the Respondent
(in complaint no. 2133 of 2019)
None on the behalf for the Respondent
(in complaint no. 2134 of 2019)
None on the behalf for the Respondent
(in complaint no. 2136 of 2019)
Mr. Sachin, Proxy counsel for the Respondent
(in complaint no. 2137 of 2019)

None for the Respondent

(in complaint no. 2201, 2202, 2203, 2289 of 2019)

Mr. Manuj, Counsel for the Respondent

(in complaint no. 2204 of 2019)

Mr. Gaurav, Counsel for Respondent

(in complaint Sr. nos 17 to 21)

ORDER (RAJAN GUPTA-CHAIRMAN)

1. Inadvertently, in complaint no. 2134 of 2019, vide order dated 18.12.2019, it was written that notice was served to the respondent-allottee whereas it was unserved as address of but no such person. So, hereby complainant is directed to provide correct address so that respondent may be served. Although, in complaint no. 2136 of 2019, the notice has already been served upon respondent on 02.09.2019 and she was obliged to file reply by 12.09.2019, but she has neither appeared nor filed her reply and by her such conduct has incurred a cost of Rs. 10000/- in terms of notice issued to her. Also, she is directed to file her reply and supply its to the complainant one week prior to the next date of hearing.

2. In the captioned bunch of complaints, the complainants, Sr. Nos. 1-16 have been filed by the promoter company of the project M/s Dwarkadhish Projects Pvt Ltd. The basic grievance of the complainant-promoter-developer is that they had executed builder-buyer agreements with the respondent individuals in the year 2014 under the construction linked plan i.e. the payment was to be made by the respondent individuals in accordance with the agreed payment plan

and as per the progress of construction of the project. Various respondents have paid the money ranging from about 50% to 100%. The Phase-I of the project is complete to the extent of 70% and Phase-II of the project is complete to the extent of 40%. The complainant-promoter company states that they are making every possible effort to complete the project. They have invested a huge amount of their personal money into the project, but now on account of defaults by large number of allottees, including the respondents arrayed in the captioned complaints, the flow of funds has come to a standstill and progress of the project is not taking place which is adversely affecting the rights of all the allottees. The complainants company argued that unless respondent individuals fulfil their part of the obligations under the BBAs, the project will continue to run into difficulties. The complainants company prays for giving a direction to the respondent individuals to pay the money at the earliest to enable the complainant company to complete the project.

3. In complaint Sr. Nos.17 to ~~21~~, the complainant-Allottees has sought refund of the money paid by them for the reasons of delay caused in completion of the project.

4. The Authority is of the considered view that it is duty bound to treat the entire set of allottees on similar footings. It has to protect the interests of all the allottees, as well as of the project as a whole. The request of allottees who are

seeking refund cannot be dealt with separately because that would seriously jeopardise the interest of entire project as well as of rest of the allottees as a class.

5. Some of the respondents who were present today stated that while the other respondents may have defaulted in making payments but they have paid entire amount to the complainant. The complainant company had no right to receive entire 100% payment from them if progress of the project was not happening at the same pace. They prayed for giving direction to the complainant company for early completion of the project and for compensating them for delay caused in completing the project.

6. The Authority observes that this project has been registered with the Authority vide registration No. HRERA-PKL-RWR-105-2019 dated 21.05.2019 in which date of completion has been declared as 31.03.2021.

7. The Authority observes that this is a difficult situation. Technically, the respondents are entitled to cancel the allotments of the defaulter allottees and forfeit earnest money as per terms of the agreement and also recover interest on the unpaid overdue amount. This, however, will not solve the problem because this still would not generate cash flow required for completion of the project because when the market sentiments are down it may be difficult to find new allottees. Further the Authority is also of the considered view that upon cancellation of allotment of defaulters allottees, if any amount is determined to be refunded to the respondent allottees, that should be refunded in the end after

completion of the project otherwise the cash flow of the project will be hampered which would adversely affect the rights of rest of the allottees who wish to continue in the project.

8. The Authority as per various provisions of the Act is duty bound to enforce the obligations cast upon both the parties in terms of the provisions of the agreements as well as in terms of the provisions of the RERA Act. Also, the allottees are duty bound to pay their remaining dues. The Authority would explore all possibilities to enforce the obligations cast upon respective parties by the law.

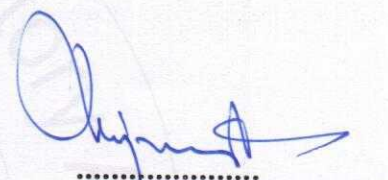
9. The Authority considers that first of all, efforts should be made to create an atmosphere of trust and confidence of the respective parties in each other. For this purpose, the complainant company is directed to organise a meeting of all the allottees of the project on 01.03.2020 at 11.00 AM. In the meeting, status of the project and the amount recoverable from each allottee should be conveyed. Further, a plan of action for receipt of the overdue payments and for investment on the project for its completion should be discussed. The proceedings of the meeting should be placed before the Authority on the next date of hearing.

10. The Authority also lays down a principle that whenever allottees are defaulting in making overdue payments despite receipt of demand, they shall be liable to pay interest at the rate prescribed in Rule 15 of the RERA Act on the overdue instalments. Further, if excess amount is received by the complainant company from some of the allottees, those allottees shall be entitled to receive

delayed interest at the same rate on the excess amount paid for the duration of delay in completing the project. The Authority is also of the considered view that in case the allottees continue to default in making due payments their allotment can be cancelled and the complainant company is entitled to forfeit their earnest money along with interest on the overdue payments.

11. However, final orders will be passed in these matters after receiving response of the allottees in the meeting to be held on 01.03.2020.

12. Adjourned to 12.03.2020.


RAJAN GUPTA
[CHAIRMAN]


ANIL KUMAR PANWAR
[MEMBER]

Sh. Dilbag Singh Sihag,
Hon'ble Member has
agreed and approved the
above orders on WhatsApp
on 27.02.2020.


Executive Director,
HRERA Panchkula

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DILBAG SINGH SIHAG
[MEMBER]