HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 364 OF 2022

ChamanLal Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

2. COMPLAINT NO. 365 OF 2022

Chaman Lal Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

3. COMPLAINT NO. 366 OF 2022

Chaman Lal Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

4. COMPLAINT NO. 367 OF 2022

Ritu Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

5. COMPLAINT NO. 368 OF 2022

Ritu Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

6. COMPLAINT NO. 369 OF 2022

Ritu Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

7. COMPLAINT NO. 370 OF 2022

Vandna Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

8. COMPLAINT NO. 371 OF 2022

Vandna Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

9. COMPLAINT NO. 372 OF 2022

Vandna Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

10.COMPLAINT NO. 373 OF 2022

Rajesh Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

11.COMPLAINT NO. 374 OF 2022

Rajesh Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

12.COMPLAINT NO. 375 OF 2022

Anushka Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

13.COMPLAINT NO. 376 OF 2022

Anushka Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

14.COMPLAINT NO. 378 OF 2022

Nitin Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

15.COMPLAINT NO. 379 OF 2022

Saroj Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

16.COMPLAINT NO. 390 OF 2022

Nitin Gupta COMPLAINANT

VERSUS

RPS Infrastructure Ltd. RESPONDENT

CORAM:	**Parneet Singh Sachdev**	**Chairman**
	Nadim Akhtar	**Member**
	Dr. Geeta Rathee Singh	**Member**
	Chander Shekhar	**Member**

Date of Hearing: 04.07.2024

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Hearing: 9th in all the captioned complaints.

Present: Mr. Munish Gupta, Ld. counsel for the complainants in all complaints.

Mr. Garvit Gupta, Ld. counsel for the respondent in all complaints.

ORDER (PARNEET S SACHDEV -CHAIRMAN)

1. Ld. Counsel for complainants stated that earlier a bunch of 75 complaints was ongoing. However, now these complaints are categorized into two groups upon review of the files:

    i. Complaints from serial no. 1to 51 in last order dated 21.03.2024 are identical, as the files contains proper payments receipt, and memorandum of understanding executed and conditions persisting in the memorandum of understanding are same. Furthermore, it is pertinent to mention that from serial no. 1 to 3 i.e., complaints no. 271, 272 and 273 of 2022 include memorandum of understanding of allotee Ms. Divija Gupta (complainant in these complaints). However. From serial no. 4 to 51, complainant's name is different, but memorandum of understanding attached is of Ms. Divija Gupta.

    ii. Secondly, complaints from serial no. 52 to 67 in last order dated 21.03.2024 do not include receipt or a memorandum of understanding, but only a ledger/bank statement is attached in the complaint book, proving that an amount has been paid by the complainants to the respondent.

2. Ld. Counsel for the complainants referred to Complaint no. 364 of 2022 titled "Chaman Lal Gupta versus RPS Infrastructure Ltd." and stated that, according to the respondent's reply, the tower number or unit number mentioned by the complainants in their complaint book does not correspond to the payments made by the complainants. Therefore, all the captioned complaints are not maintainable before the Hon'ble Authority. He further referred to paragraphs 5 and 6 on page no. 8 of the complaint book, which clearly state: "*that the 3 units were booked by the complainant on 20.11.2015, and at that time, the respondent company offered to the complainant that if the complainant makes payment of ₹75 lacs for each of the unit, then assured returns @15% per annum will be paid by the respondent-company to the complainant, till the possession. It was also assured that at that point of time that possession will be handed over within 36 months. That complainant agreed to the offer of the respondent-company and made payment of ₹0.2 crore 25 lacs (75 lacs for each of the unit) to respondent/company in seven instalments by various cheques/RTGS. As a proof qua to the same, bank statement reflecting payment of ₹02 crore 25 lacs is attached as Annexure C-1 for the kind perusal of this Hon'ble Authority. It is submitted that the present complaint is being filed qua*

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Unit no. T-01-1106, qua which the complainant made payment of ₹75 lacs, as is apparent from Annexure C-1. 6. The respondent company as promised at the time of the booking, made payment of assured returns @15% from dated 20.11.2015 till dated 31.03.2017, but thereafter, no payment qua assured return has been paid. Bank statement reflecting payment qua assured return is Annexure C-2."

3. He further stated that the respondent is not disputing the receipt of payments; the only contention is that the respondent has not received the said payment concerning the unit mentioned in the complaint book, and therefore, no allotment exists between the parties. He referred to the ledger annexed by the complainants as "Annexure C-2" on page no. 23 of the complaint book, wherein it is mentioned "*interest on advance received, TDS payable interest, being interest release to Sh. Chaman Lal Gupta toward assured interest @15% p.a. for the period of 01.04.2016 to 30.06.2016. (Unit no. T-01-0901/T-01-1106/ T-01-1203)*". A careful perusal of this ledger reveals that respondent has specifically mentioned the units allotted to allottee Mr. Chamal Lal Gupta.

4. Ld. Counsel for complainants further referred to the reply filed by the respondent, wherein the respondent has not disputed "Annexure C-2"annexed by the complainants in their complaint books. He further stated that in Para

3A of the reply, respondent has stated that "*it is submitted that nowhere in the statement of account attached as Annexure C-1, it can be made out that the payment was made by the complainant for the unit in question. There are no written communications or documents on record which can prove beyond doubt that a unit was allotted to the complainant or that the payment of assured returns was promised by the respondent to the complainant.*"It is submitted that it is very clear in the ledger annexed by the complainant that payment was made on account of interest to the complainant regarding the units mentioned therein.

5. Furthermore, ld. counsel for complainants refers to their rejoinder filed in the registry on 20.07.2023, wherein it is mentioned that during the pendency of this complaint, respondent mortgaged the entire project, including the units allotted to the complainants, to L&T Finance Ltd. The complainants became aware of this fact when a public notice was issued by L&T Finance Ltd. However, the respondent concealed this fact in their reply.

6. In the captioned complaints, the complainants seek relief of payment of assured returns from April 2017 till date alongwith interest @24% per annum on the defaulted amount for the delayed period, as the respondent agreed at the time of booking.

7. On the other hand, the learned counsel for complainants referred to Complaint no. 371 of 2022 titled as "*Vandna Gupta versus RPS Infrastructure Ltd.*" and agreed that captioned complaints lack receipts and MOUs, containing only bank statements/ledgers. Moreover, he pressed upon the reliefs sought by the complainants. In para 19 of the complaint book, it is mentioned that the respondent was under an obligation to handover possession of the unit within 36 months, but it is now more than 5.5 years. Due to delay in period of handing over of possession, complainants are seeking a refund of the paid amount. However, complainants have clearly failed to attach any documents that prove this time clause. When the entire case is based on one premise and there is no justification or document to prove the same, relief shall not be granted.

8. He further stated that in complaint no. 371 of 2022, the ledger annexed by the complainant on page no. 23 of the complaint book, does not mention any unit details of the complainant unlike Complaint no. 364 of 2022. All the complaints except Complaint no(s). 364 of 2022, 365 of 2022 and 366 of 2022 have no unit details mentioned in the ledger book annexed by the complainants. Furthermore, the documents annexed by the complainants in these captioned complaints do not mention any prerequisites of an allotment and the same does not fall under an ambit on RERA Act, 2016.

9. Lastly, Ld. Counsel for complainants sought some time to confirm the said information in all other complaints as well, to check, if unit details are mentioned in other complaints or not.

10. The Authority grants both parties the opportunity to verify whether the unit details are mentioned in every complaint. If the unit details are not mentioned in a complaint, both parties are given the opportunity to prove whether the captioned complaints are maintainable before the Authority.

11. Cases are adjourned to **07.11.2024.**

CHANDER SHEKHAR
[MEMBER]

DR. GEETA RATHEE SINGH
[MEMBER]

NADIM AKHTAR
[MEMBER]

PARNEET S SACHDEV
[CHAIRMAN]