



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1319 OF 2020

Bijender Singh

....COMPLAINANT

VERSUS

1. Bhoomi Green Infrastructure Co.
2. M/s GLM Infratech Pvt. Ltd.
3. Col. Surinder Singh Deswal

....RESPONDENT(S)

2. COMPLAINT NO. 1320 OF 2020

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....COMPLAINANT

VERSUS

1. Bhoomi Green Infrastructure Co.
2. M/s GLM Infratech Pvt. Ltd.
3. Col. Surinder Singh Deswal

....RESPONDENT(S)

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3. COMPLAINT NO. 559 OF 2018

GLM Buyers Welfare Association

....COMPLAINANT

VERSUS

1. Global Land Masters Infratech Pvt. Ltd. Erstwhile Bhoomi Infrastructure Company and Ors
2. Karman Raghu Patel
3. Sohal Navin Gala
4. Sunil Keshavji Gala
5. Mr. Suresh Ambavi Vavia
6. UHBVN

....RESPONDENT(S)

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

Date of Hearing: 15.05.2025

Hearing: 35th in Complaint No. 1319 & 1320 of 2020.
42nd in Complaint No. 559 of 2018.

Present: - Mr. Rahun judge proxy for Adv. Rajiv Malhotra for Ms. Tripta Sharma for the complainants (in complaint no. 603/2019, 613/2019, 1176/2020, merged with complaint no. 559/2018 vide order dated. 30.06.2022) through VC.
Mr Bijender Singh, the complainant in person (in complaint no. 1319 & 1320 of 2020)



Mr. B.K. Sood, Authorized representative of complainant association
(in complaint no. 559/2018)

Mr. Rupesh Goyal, partner in the firm M/s Shree Balaji Triangle Fort
Pvt. Ltd, in person.

Mr. S.S. Deswal, Managing Director for respondent no. 2 & 3 (in
complaint no. 1319 & 1320 of 2020)

Mr. S.S. Deswal, Managing Director for respondent no. 1 (in complaint
no 559/2018)

Ms. Isha Goyal, counsel for respondent no. 5 (in complaint no
559/2018)

None for respondent no. 2 to 4 (in complaint no. 559/2018)

Ms. Ayushi Goel, counsel for respondent no. 6 through VC.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Vide order dated 06.03.2025, Authority directed the respondent no. 1 as follows:

"In view of the submissions made, Authority directs respondent no. 1 to submit written submissions regarding the progress made in the matter till date. The same shall also be supplied to the opposite party 10 days before the next date of hearing".

2. Today, Mr. S.S. Deswal, Managing Director of the respondent company, appeared and submitted that pursuant to the previous directions of this Authority, the respondent company was required to conclude the settlement with ex-partners, settle the outstanding account with the bank, clear government dues, and complete the construction of the existing four towers on priority basis. It was further submitted that the Memorandum of Understanding (MOU) with ex-partners had already been finalized, and its execution was only pending for want



of physical signatures. During the period from 07.03.2025 to 26.03.2025, Director Mr. Abhimanyu Deswal and the investor's representative Mr. Rupesh Goyal had visited Mumbai on two occasions to facilitate the execution of the said MOU. The presence of all ex-partners, company's representatives, and the investor was stated to be mandatory for execution.

3. He further submitted that the ex-partners had desired that the signed MOU be placed in safe custody of an Escrow Agent, and accordingly, ACE Legal, Navi Mumbai, was selected for the said purpose. The respondent submitted that due to the end-of-financial-year constraints, the availability of all parties at one time was difficult, thereby causing delay in execution. However, a meeting of all concerned parties had been called by the Escrow Agent on 27.03.2025 at 4:00 p.m., and the respondent expressed certainty that the MOU would be executed and deposited in escrow on the said date. The respondent also stated that the application under the One-Time Settlement (OTS) scheme, along with a demand draft, would be submitted to the bank on the next working day after the signing of the settlement MOU. He reiterated that all parties are in agreement and the process shall be completed on 27.03.2025.
4. Upon hearing the submissions, Authority specifically questioned the respondent to furnish a certified copy of the MOU or written confirmation of such agreement with ex-partners to substantiate his claim. In response, the respondent stated that the documents were confidential and in the custody of the Escrow Agent, but did not disclose the name of the Escrow Agent or the contents of the



agreement. The respondent also claimed that the association was aware of the terms of the agreement. However, upon being asked directly, the representatives of the RWA categorically denied any such knowledge or consent and stated that they were not aware of the agreements nor do they agree with the respondent's statements.

5. Authority observed that the respondent has, for several years, made repeated claims of arranging investors to assist the RWA, but without any tangible result. With regard to payment of dues, the respondent once again referred to informal meetings for arranging release of funds under the OTS scheme but failed to furnish any detail or evidence of such meetings, and was unable to name any bank or its officials involved in the said negotiations. Therefore, Authority notes with concern that such vague and unsubstantiated verbal assertions do not advance the cause of the allottees or the RWA. It is evident that the directions issued vide previous orders of this Authority have not been complied with.
6. The RWA, on its part, submitted that they have been waiting for years and that the respondent and his associates have been persistently obstructing the progress of the RWA in various matters. Authority notes that such conduct and the historical delay has already been recorded in various previous orders.
7. Authority then inquired from the respondent regarding the timeline for depositing the appropriate funds into the escrow account, to be opened under the directions of this Authority. The respondent submitted that such funds shall be deposited positively by 30.07.2025 and sought a final opportunity to comply



with the directions. The RWA representative also supported the respondent and agreed that another opportunity might help their cause as well.

8. In view of the submissions and after hearing both parties, a last and final opportunity is granted to the respondent to deposit the appropriate funds into the escrow account by 30.07.2025. Failing this, the Authority shall be constrained to initiate appropriate coercive legal measures.
9. Respondent is also directed to show cause as to why coercive legal measures may not be initiated against him for continuous non-compliance of directions issued by this Authority over the years, and for deficiencies noted in the forensic audit.
10. Case is adjourned to 07.08.2025.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]