



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 1413 OF 2021

Kamal Sardana ...COMPLAINANT

VERSUS

Shree Vardhman Developers Pvt. Ltd. ....RESPONDENT

## 2. COMPLAINT NO. 1414 OF 2021

Jitendra Shukla ...COMPLAINANT

VERSUS

Shree Vardhman Developers Pvt. Ltd. ....RESPONDENT

## 3. COMPLAINT NO. 1415 OF 2021

Mukesh Kumar ...COMPLAINANT

VERSUS

Shree Vardhman Developers Pvt. Ltd. ....RESPONDENT

## 4. COMPLAINT NO. 1416 OF 2021

Narendra Rathi ...COMPLAINANT

VERSUS

Shree Vardhman Developers Pvt. Ltd. ....RESPONDENT

**5. COMPLAINT NO. 1467 OF 2021**

Vinay Kumar

...COMPLAINANT

VERSUS

Shree Vardhman Developers Pvt. Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 12.07.2022**

**Hearing: 3rd**

**Present: Mr. Vineet Srivastava, Ld. Counsel for the complainant through VC.**

**Mr. Dharmveer Singh, Ld. counsel for the respondent through VC.**

**ORDER (RAJAN GUPTA-CHAIRMAN)**

Today is third hearing in all the captioned complaints. All the complaints have been taken as bunch, and complaint no. 1413 of 2021 has been taken as lead case. Facts of lead complaint had been captured by Authority vide order dated 06.05.2022. Authority has also expressed its tentative view in the said order, relevant part of order is reproduced below:

1. All the captioned complaints are of a similar nature and against the same project of the respondent. Therefore, taken as a bunch and complaint no. 1413 of 2021 is taken as lead case. Facts put forth by ld. counsel for complainant are taken on record.
2. Complainant booked an apartment bearing flat no. 1002, 10th floor, tower B2, super area of 1695 sq.ft. in Shree Vardhman Gardenia situated at revenue estate of village- Raipur, Sector 10 District Sonapat, Haryana on 21.05.2019 by paying booking



amount of Rs. 1,00,000/-. Allotment letter was issued in favour of the complainant on 22.05.2019. Builder-Buyer Agreement for the same was executed on 23.05.2019. As per terms of agreement the basic sale price of the unit was fixed at Rs. 54,24,000/- and construction link payment plan was opted by complainant. Complainant has alleged that he has paid Rs. 55,07,640/- till date. Under subvention scheme, a tripartite agreement was signed between M/s Shree Vardhaman Developrs Pvt. Ltd. and Kamal Sardana and IDBI Bank Ltd dated 23.05.2019. Since the unit was booked under subvention scheme, bank released a loan amount in favour of the respondent for development of project and thereafter as per agreement it is the liability of the developer to pay EMI of the said unit till possession of the flat. However, Complainant has alleged that respondent paid EMI for a few months and thereafter he stopped paying EMI since february 2020.

4. On the last date of hearing, counsel for the respondent was directed to file reply. However, respondent has failed to comply with the orders of the Authority. Reply is not filed. Respondent is given last opportunity to file reply and argue their case.

2. Reply filed by the respondent has been gone through in detail by the Authority. He acknowledges the basic facts of the case i.e. flat buyer agreement was executed by both parties on 23.05.2019. Further acknowledged that a tripartite agreement was signed between the IDBI bank, respondent and complainant on 23.05.2019 and complainant took a loan of Rs. 45,00,000/-. However, respondent in his reply submits that complainant has so far made only part payment of basic sale price and thereafter complainant had stopped making payment as per the schedule of agreement. Contrary to this, the complainant has



claimed to have made payment of Rs. 55,07,640/- against the basic sale price of Rs. 54,24,000/- and have also submitted receipts to corroborate his statements.

Respondent further submitted that the delay in handing over of possession was majorly due to Covid-19 pandemic as there was a nationwide lockdown, migration of labours, disruptions of supply chains for construction materials and restricted/ closure functioning of various offices. He has also challenged the prayer clause of the complainant submitting that Authority has no jurisdiction to allow the prayer of the complainant and also requested for dismissal of the present complaint.

3. Ld. counsel for complainant in his oral averments reiterated the facts of the case and submitted that due to acts of respondents complainants are suffering. He also apprised that proceedings against complainants are initiated in Debt Recovery Tribunal. He prayed that respondent be directed to pay the EMI's.

4. Ld. counsel for the respondent further submitted that he had filed reply in all the complaints on 11.07.2022. He submits that he has no instructions and information in regard to these complaints and sought adjournment to argue the matter.

5. Authority is of the view that already sufficient opportunities had been given to respondent to file reply and argue their case and no further opportunity needs to be granted. Therefore, Authority will adjudicate the matter based upon documents placed before the Authority and on merits of the ca.se.





6. Perusal of files reveals that complaints have approached the Authority for relief to direct the respondent to pay due interest under subvention agreement and tripartite agreement executed between them. Vide order dated 06.05.2022 Authority had already given its tentative view that complainant is entitled to resumption of payments of EMI's and interest, relevant part of the order is reproduced below:

3. In the light of facts put forth by the complainant, Authority observes that since both the parties have opted for subvention scheme and a tripartite agreement is also signed therefore respondent is duty bound to pay the EMIs. However respondent has failed to perform his duty therefore Authority is of tentative view that complainant is entitled to resumption of payment of EMI's and interest. Further, if respondent fails to pay EMI, Authority will be constrained to take coercive actions against the respondent which may including attachment of bank accounts.

7. It is observed that these complaints are pending before the Authority since 2021. Respondent has defaulted in making payment of EMIs as agreed between the parties because of which complainants have suffered not only monetary loss, but as per oral averments of ld. counsel for the complainant, proceedings before Debt Recovery Tribunal are also pending against them. Authority is of the view that in situation where complainants are not at fault and respondents were duty bound to pay the EMI's and have failed to fulfil their



agreed duties, complainants should not suffer and respondents deserves to be directed to fulfil their obligations.

Accordingly, the Authority confirms its tentative view and directs that respondent is liable to pay due EMI's along with interest or penalty if imposed by the bank for non payment of due/EMI and clear outstanding dues within 90 days of uploading of this order.

Cases are **disposed of**. Files be consigned to record room after uploading of orders on website of the Authority.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]