



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 1967 OF 2019

Sukhbir Kaur Minhas

....COMPLAINANT(S)

VERSUS

IREO Fiveriver Pvt Ltd & Anr

....RESPONDENT(S)

## 2.COMPLAINT NO. 1424 OF 2021

Suresh and another

....COMPLAINANT(S)

VERSUS

IREO Fiveriver

....RESPONDENT(S)

## 3. COMPLAINT NO. 1432 OF 2021

Suresh and another

...COMPLAINANT(S)

VERSUS

IREO Fiveriver

....RESPONDENT(S)

**CORAM:**

**Rajan Gupta**  
**Dilbag Singh Sihag**

**Chairman**  
**Member**

**Date of Hearing:**

12.07.2022

**Hearing:**

7th (in complaint no. 1967 of 2019)  
3rd (in complaint no. 1424 & 1432 of 2021)

**Present through:**  
**video Conferencing**

Mr. Rana Gurtej Singh, Counsel for complainant  
( in complaint no. 1967 of 2019)  
None for complainant  
(in complaint no. 1424 & 1432 of 2021)

**ORDER (RAJAN GUPTA-CHAIRMAN )**

Captioned complaints are taken up together as grievances and facts involved are similar and against same project of the respondent. Taking complaint no. 1967 of 2019 as lead case, facts averred are that complainant had agreed to purchase a unit in the project of the respondent namely 'Ireo Five river' situated at Panchkula. Total sale consideration of said unit is ₹ 96,63,500/- against which complainant had paid an amount of ₹ 33,73,298/-. Builder buyer agreement was executed between original allottee Mr. Hardeep Sharma and respondent on 05.10.2015. Thereafter respondent acknowledged transfer of rights in favour of complainant on 04.12.2015. It is alleged by complainant that respondent has failed to develop the project and none of the promised facilities have been provided. Since it was apparent that project was not being constructed, complainant vide email dated 18.04.2018 had requested the respondent to refund the paid amount, but received no response. Therefore, he has filed present complaint seeking relief of refund of paid amount alongwith interest.

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2. Shri Rana Gurtej Singh, learned counsel for complainant submitted that today is the 7th hearing of the matter. Respondent has neither appeared before Authority nor filed his reply. Complainant had deposited his hard earned huge sum of ₹ 33,73,298/- to the respondent since 2016 with the promise of delivery of a unit, but respondent has grossly failed in developing said project and money paid by complainant is being misused by respondent for so many years. Learned counsel referred to order dated 26.09.2018 passed in an earlier bunch of cases with complaint no. 69 of 2018 titled " Bhai Rajinder Pal vs M/s IREO Fiveriver Pvt Ltd " as lead case, whereby Authority had directed the respondent to refund entire money paid by complainants along with interest. Relevant part of said order is reproduced below:

"8. It is observed that according to the respondent several clearances environment clearance was yet to be obtained in the year 2011 when an amount of over Rs.31.00 lacs was got deposited by the complainants. If the clearance were yet to be obtained then the respondent should not have asked for such a huge deposit from the complainants.

Further, the respondent got over Rs.50.00 lacs deposited from the complainants in the year 2015 i.e. when the environment and wild life clearance had already been obtained. But, due to whatever reason there was no access roads provided by the state

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government authorities and the respondents felt that the State Government Authorities are not likely to provide requisite infrastructure, there was no reason for the respondent to raise additional demands and receive the said amount of over Rs.50.00 lacs in the year 2015. In 2015 either there was no force majeure conditions for completion of the project in which case the project should have been completed within a reasonable period of time there-after, or, if there was still force majeure conditions persisting, as the case has been claimed to be due to non-availability of access roads etc, the respondent should not have demanded such a huge amount of money of over Rs.50 lacs.

9. The Authority observes that in August,2018 the respondent has sent following letters of requests to the Authority:

i. 431 of 2018, Dated: 20.08.2018, for IREO Fiverivers Plot Pocket- R-1, located at sector 3,4,4A, Village Isimanagar, Pinjore Kalka urban complex, Panchkula.

ii. 432 of 2018, Dated: 20.08.2018, for IREO Fiverivers Plot Pocket- P-1, located at sector 3,4,4A, Village Islamnagar, Pinjore Kalka urban complex, Panchkula.

iii. 433 of 2018, Dated: 20.08.2018, for IREO Fiverivers Plot Pocket- Q-1, located at sector 3.4.4A, Village Islamnagar, Pinjore Kalka urban complex, Panchkula. iv. 434 of 2018, Dated: 20.08.2018, for IREO Fiverivers Plot Pocket- S-1, located at sector 3,4,4A, Village Islamnagar, Pinjore Kalka urban complex, Panchkula.

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V. 435 of 2018, Dated: 20.08.2018, for IREO  
Fiverivers Plot Pocket- T-1, located at sector  
3,4,4A, Village Islamnagar, Pinjore Kalka  
urban complex, Panchkula.

vi. 436 of 2018. Dated: 20.08.2018, for  
IREO Fiverivers Plot Pocket T-2, located at  
sector 3,4,4A, Village Islamnagar, Pinjore  
Kalka urban complex, Panchkula.

vii. 437 of 2018, Dated: 20.08.2018, for  
IREO Fiverivers Plot Pocket- U-1, located at  
sector 3,4,4A, Village Islamnagar. Pinjore  
Kalka urban complex, Panchkula.

viii. 438 of 2018, Dated: 20.08.2018, for he  
Woods located at sector 3,4,4A, Village  
Islamnagar, Pinjore Kalka urban complex,  
Panchkula. ix. A copy of the above letters  
have been made part of this file.

Vide above letters the respondent has  
sought to withdraw their applications  
pending with the Authority for registration of  
their projects under the RERA Act. They  
have specifically stated that the respondent  
plans to migrate their project into residential  
affordable housing colony under Deen Dayal  
Jan Awas Yojna. From these letters it is  
abundantly clear that the respondents are not  
even planning to complete the project as  
agreed to with the complainant. They are in  
fact planning to change the entire character  
of the project. In this way there is no  
likelihood of delivery of the plot to the  
complainant.

Faced with the above situation when  
the project has neither been completed nor is  
there any likelihood of its completion, nor  
has the respondent put-forward any time line





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for completion of the project, it is concluded that for all practical purposes the agreement of the respondent with the complainant is totally frustrated by way of breach by the respondent. Their pleas regarding force majeure conditions are also not acceptable for the reasons stated in the foregoing paragraphs.

10. In the circumstances, it will be fair and just to order the respondent to refund the entire money deposited by the complainants with the respondent along with interest at the rate prescribed in rule 15 of The Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. the interest on the deposit shall be payable @ SBI marginal cost of lending rate (MCLR)+2%.. The respondents shall refund 50% of the money to the complainants within the period 30 days and remaining 50% in a further period of 30 days from the date of uploading of this order on the website of the Authority."

Learned counsel apprised the Authority that present bunch of complaint cases pertain to same project of the respondent and further facts involved and grievances of the complainants are also similar. Complainants in this case is also seeking same relief as granted in Complaint no. 69 of 2018. Therefore, he prayed the Authority that directions be issued to respondent to refund the amount paid by complainant along with interest in terms of Rule 15 of HRERA Rules 2017.

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3. In view of submission of learned counsel for complainant, Authority observes that grievances and facts of all complaints and cause of action are identical to the grievances, facts and cause of action in complaint no. 69 of 2018 wherein Authority after perusing all available facts and submissions had ordered respondent to refund the amount paid by complainant alongwith interest in terms of Rule 15 of HRERA Rules 2017 i.e @ SBI MCLR + 2% for the reason that respondent had failed to deliver the project, nor was there any possibility of completion of project. Complainant in present bunch of complaints are seeking same relief of refund of paid amount alongwith interest. As per version of complainant, construction of the project has been stopped since last five years and respondent is not even striving to complete the project. Further, despite service of notice none has appeared on behalf of respondent neither reply has been filed. In these circumstances, Authority deems fit to pass the ex-parte order against respondent.

The project of the respondent is a failed project. Detailed findings in this regard had been given by the Authority in bunch of complaints with lead Complaint no. 69 of 2018 titled " Bhai Rajinder Pal vs M/s IREO Fiveriver PVt Ltd ". Relevant part of which has been reproduced above. In these circumstances, Authority deems it just and

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fair to order the respondent to refund the entire paid amount alongwith interest in terms of rule 15 of HRERA Rules 2017i.e @ SBI MCLR = 2%.

4. In complaint no. 1967 of 2019, complainant had deposited an amount of ₹ 33,73,298/- with the respondent. The amount of interest payable to the complainant has been calculated at the rate of 9.70% and same works out to ₹ 24,40,483/-. Therefore, respondent is directed to pay an amount of ₹ 58,13,781/- as refund of deposited money alongwith interest to the complainant.

5. In complaint no. 1424 of 2021, complainant had deposited an amount of ₹ 11,02,000/- with the respondent. The amount of interest payable to the complainant has been calculated at the rate of 9.70% and same works out to ₹ 8,51,696/- Therefore, respondent is directed to pay an amount of ₹ 19,53,696/- as refund of deposited money alongwith interest to the complainant.

6. In complaint no. 1432 of 2021, complainant had deposited an amount of ₹ 11,02,000/- with the respondent. The amount of interest payable to the complainant has been calculated at the rate of 9.70% and same works out to ₹ 8,51,696/- Therefore, respondent is directed to pay


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an amount of ₹ 19,53,696/- as refund of deposited money alongwith  
interest to the complainant.

7. With above directions, cases are disposed of. Order be uploaded  
on the website of Authority and files be consigned to record room.



  
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**RAJAN GUPTA**  
[CHAIRMAN]

  
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**DILBAG SINGH SIHAG**  
[MEMBER]