

PROCEEDINGS OF THE DAY

Day and Date	Thursday and 10.01.2019
Complaint No.	394/2018 Case titled as Mr. D.P. Sehgal & Ors versus ABW Infrastructure Ltd.
Complainant	Mr. D.P. Sehgal & Ors
Represented through	Talwinder Singh-complainant in person
Respondent	ABW Infrastructure Ltd
Respondent Represented through	None for the respondent.
Last date of hearing	26.9.2018
Proceeding Recorded by	Naresh Kumari & S.L.Chanana

Proceedings

Project is not registered with the authority.

Since the project is not registered, as such notice under section 59 of the Real Estate (Regulation & Development) Act, 2016 for violation of section 3(1) of the Act be issued to the respondent. Registration branch is directed to do the needful.

Arguments heard.

Complaint was filed on 6.6.2018. Notices w.r.t. reply to the complaint were issued to the respondent on 6.7.2018, 30.10.2018 and 15.11.2018. Besides this, a penalty of Rs.5,000/- and Rs.10,000/- was also imposed on 30.10.2018 and on 15.11.2018 for non-filing of reply even after service of notice. However, despite due and proper service of notices, the respondent

neither filed the reply nor come present before the Authority. From the above stated conduct of the respondent it appears that respondent does not want to pursue the matter before the authority by way of making his personal appearance by adducing and producing any material particulars in the matter. As such, the authority has no option but to declare the proceedings ex-parte and to decide the matter on merits by taking into a count legal/factual propositions as raised by the complainant in his complaint.

A final notice dated 31.12.2018 by way of email was sent to both the parties to appear before the authority on 10.1.2019.

The brief facts of the matter are as under :-


This is a case of assured return—MoUs between the parties were executed on 02.05.2008 and July, 2010 for allotment of commercial unit admeasuring 600/700 sq ft. in Commercial Complex, Sector M-1, Manesar, Gurugram and as per assured return clause respondent committed itself to pay Rs.34,200/- per month w.e.f. from 06.05.2008 on or before 7th day of the following month and as per second MoU, respondent committed to pay Rs.45,500/- per month w.e.f. 01.07.2010 on or before 7th day of the following month. Complainant has so far made a payment of Rs.24,01,497/- to the respondent. But the respondent only paid assured return to the complainant till June, 2015 and thereafter neither the respondent paid any assured return to the complainant nor the possession of the booked unit has been handed over to the complainant till date.


Considering all the facts and circumstances of the matter and taking into account the provisions of respective MoUs executed inter se the parties,

New PWD Rest House, Civil Lines, Gurugram, Haryana

the authority is of the considered opinion that complainant has invested money in commercial space to gain profit and no exact date delivery of booked unit has been mentioned in the respective MoUs and moreover, the complainant has received assured return till June, 2015. Hence, the complaint does not lie before this authority and the same stands dismissed with liberty to the complainant to pursue the matter in the appropriate forum, if he so desired.

Complainant is disposed of accordingly. File be consigned to the registry.


Samir Kumar
(Member)
10.01.2019


Subhash Chander Kush
(Member)