



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 373 OF 2021

M/s FBG Business Group Pvt. Ltd. and anotherCOMPLAINANTS

VERSUS

M/s MB Malls Pvt. Ltd.RESPONDENT

**CORAM: Nadim Akhtar
Chander Shekhar**

**Member
Member**

Date of Hearing: 21.04.2025

Hearing: 14th

Present: - None on behalf of both the parties.

ORDER (NADIM AKHTAR-MEMBER)

1. Complainant in their complaint have pleaded that, complainant booked a commercial space in the project of the respondent and paid an amount of ₹25,00,000/- vide cheque no. 343026 on 21.11.2012. That on 03.12.2012 complainant entered into a Builder Buyer Agreement. As per Clause 14 of the builder buyer agreement, it is mentioned that a permissive possession will be offered by the respondent to the complainant, but till date no possession has been offered to the complainants, whereas, till December 2012, complainants had paid 75% of total sale consideration. Complainants had already paid ₹90 lacs against the total sale consideration of the space. However, respondent has miserably failed to handover the possession of fully and developed

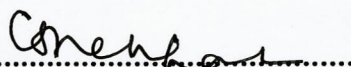
apartment as per the provisions of the Builder Buyer Agreement. So complainants have prayed to hand over the possession of the unit booked by the complainants with all amenities along with interest for the delayed period and any other relief which this Hon'ble Authority deems fit.

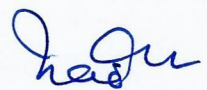
2. On the other hand, reply has been filed by the respondent on 12.08.2022 in which respondent has contended that the present complaint is not maintainable in the present form. On 03.12.2012, builder buyer agreement has been executed between the parties. Out of total sale consideration of the unit ₹1,20,01,770/-, complainants had paid ₹90,00,000/- through instalments to the respondent. Respondent have already applied for Occupancy Certificate with the Town & Planning Department, Haryana. That the respondent many times offered the keys of the office space as the same was already completed after making the balance payment of the remaining amount. It is the complainants who are at fault and dishonestly not paying the remaining amount to the respondent.
3. The Authority takes cognizance of the fact that the present matter has been subjudice before the Honble National Company Law Tribunal (NCLT), where a moratorium under the Insolvency and Bankruptcy Code, 2016, is in operation against the respondent builder. Pursual of order file revealed that on 20.12.2023, complainants were directed to file status of the CIRP proceedings and the case was adjourned to 03.04.2024. On 03.04.2024, none appeared on behalf of both the parties. Authority reiterated its earlier order of 20.12.2023



and case was adjourned to 16.12.2024. On 16.12.2024, complainants have informed the Authority that the matter has been disposed by the Honble NCLT and they will file impleadment application in the registry for impleading the new entity/developer. Case was adjourned to 21.04.2025.

4. Today, none has appeared on behalf of both the parties.
5. Authority is of view that this is the 14th hearing in this matter and the complainants are not assisting the Authority in adjudication of this case and are also not complying with the orders passed by the Authority dated 20.12.2023, 05.08.2024 and 16.12.2024 which shows the non-seriousness of the complainant. Since, the proceedings before the Authority are summary in nature also today is 14th hearing of the case, the Authority is left with no option but to dispose of the captioned **complaint as dismissed** for non-prosecution, with the liberty to the complainants to file a fresh complaint before the Authority.
6. Hence, the present complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


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NADIM AKHTAR
[MEMBER]