

PROCEEDINGS OF THE DAY		1
Day and Date	Thursday and 01.05.2025	
Complaint No.	CR/4937/2022 Case titled as Manish Rathor VS Prompt Engineering Private Limited & Manglam Multiplex Private Limited	
Complainant	Manish Rathor	
Represented through	Shri Pardeep Kumar Yadav, Advocate	
Respondent	Prompt Engineering Private Limited & Manglam Multiplex Private Limited	
Respondent Represented through	Ms. Shriya Takkar and Smriti Srivastava Advocates	
Last date of hearing	24,04.2025	
Proceeding Recorded by	H.R.Mehta	
<p style="text-align: center;"><b>Proceedings</b></p> <p>The present complaint has been filed on 27.07.2022 and registered as complaint no. 4937 of 2022 and the reply has been filed by the respondent no.1 on 03.08.2023 and respondent no.2 on 01.08.2024.</p> <p>The succinct facts of the case as per complaint and annexures are as follows:</p>		
<b>S. N.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the project	“M3M Corner Walk”
2.	Location of the project	Sector-74, Gurugram, Haryana
3.	Nature of the project	Commercial colony
4.	License area	7.44375 Acres
5.	DTCP license no. and validity status	121 of 2008 dated 14.06.2008



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/4937/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

6.	RERA Registered/ not registered	<b>Registered</b> 17 of 2018 dated 24.01.2018 Valid up to 31.03.2025
7.	<b>"Project - M3M Heights"</b>	
8.	Unit no. – MH/TW/01/2805	Unit no. – MH/TW/01/2705
	Booking date: 08.05.2018	Booking date: 30.05.2018
	Allotment Letter: 12.05.2018 (page 36 of reply)	Allotment Letter: 30.05.2018 (page 111 of reply)
	Buyer's Agreement: 10.10.2018	Buyer's Agreement: 10.10.2018
	Demand letter: 30.05.2018	Demand letter: 13.10.2018
	Reminder : 15.10.2018	Reminder : 12.07.2019, 09.11.2019
	Pre Cancellation letter: 31.10.2018, 03.12.2019	Pre Cancellation letter: 03.12.2019, 17.12.2020.
	Cancellation letter: 11.11.2020	Cancellation letter: 11.11.2020, 24.12.2020
	Total sale consideration: <b>Rs.1,47,24,884/-</b>	Total sale consideration: <b>Rs.1,47,24,884/-</b>
	Amount Paid against the unit: <b>Rs.3,95,074/-</b>	Amount Paid against the unit: <b>Rs.3,95,074/-</b>
9.	<b>"Project - M3M Corner Walk"</b>	
10.	Unit no.	R5-206, Corner unit (As alleged at page no. 13 of the complaint)
12.	Unit area admeasuring	1265 sq. ft. (super area) (As alleged at page no. 4 of the complaint)
13.	Allotment letter w.r.t M3M Corner Walk	<b>Not allotted</b>





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CA/493-7/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

14.	Date of execution of BBA	Not executed
15.	Total sale consideration	Can't be ascertained
16.	Amount paid by the complainants	Rs.1,00,000/- (As per the details of the bank statement provided by the complainant with written submissions.)
17.	Payment Plan	Not available
18.	Occupation certificate	31.08.2021, 04.10.2022 & 15.01.2024 [as uploaded at RERA Website]
19.	Completion certificate	28.10.2024 [as uploaded at RERA Website]
20.	Due date of possession	Cannot be ascertained
21.	Offer of possession	Not available
22.	Confirmation for transfer [by M3M India Pvt. Ltd.]	19.05.2020 (As per page 15 of complaint and as per page no. 72 of application for dismissal of complaint)
23.	Email from M3M India Pvt. Ltd. [w.r.t amount to be transferred without any-deduction]	16.09.2020 (page 19 of complaint)
24.	Email from M3M India Pvt. Ltd. [to submit fresh set of documents]	20.03.2021 (page 109 of reply)
25.	Email from complainant [asking the company w.r.t which fresh documents are required]	21.03.2021 & 24.03.2021 (page 1 of additional documents)



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New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

The counsel for the complainant states that the complainant-allottee wishes to withdraw from the projects and is seeking refund of entire paid-up amount i.e., Rs.8,90,148/- paid to the respondent.

The counsel for the respondents states that the complainant has booked two unit in project "M3M Heights" being developed by M/s Manglam Multiplex Private Limited for which, allotment letters were issued and buyer's agreement was executed on 10.10.2018 separately for each unit and later on the units of the complainant in M3M Heights were cancelled by the respondent no.2 (M/s Manglam Multiplex Private Limited) on account of non-payment of outstanding dues after issuing demand and reminder for the payment and the amount received against two units in M3M Heights project is Rs.3,95,074/- for each and total amounting to Rs.7,90,148/- only stands forfeited. Further states that no allotment letter was ever issued to the complainant w.r.t allotment in project "M3M Corner Walk" which was developed by M/s Prompt Engineering Private Limited and no amount ever received by respondent no.1 for booking in M3M Corner Walk.

Upon this counsel for the complainant states that the units in project M3M Heights were cancelled by the respondent no.2 are not valid and are arbitrary, That before cancellation of the allotted units in M3M Heights, it is agreed between the complainant and respondent no.2 that all the money received against two units in M3M Heights will be transferred in the new unit in M3M Corner Walk and vide email dated 19.05.2020 (Page 15 of complaint), the respondent has agreed that **"we are ok to shift our fund from M3M Heights in the new unit M3M Corner Walk"** and on 20.05.2020 an amount of Rs.1,00,000/- was remitted into the bank account of respondent no.1. Further vide email dated 16.09.2020 (page 19 of complaint), the respondents have agreed that **"Rs.3,95,074/- received to us towards each of your booking of unit no. T1/2805 and T1/2705 for booking in M3M Heights shall be transferred without any deduction towards the booking..."**. However, on 20.03.2021, the respondent no.2 sent an email to the complainant to submit fresh set of documents, which was replied by complainant on 21.03.2021 and





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नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

a reminder was also sent on 24.03.2021, asking the respondent w.r.t which fresh documents are required.

Thereafter, the counsel for the respondents states that the amount of Rs.1,00,000/- was received by M/s M3M India Private Limited only, which is not impleaded as a necessary party in the present complaint.

However, the counsel for the respondents submits that as full & final settlement of the matter, the respondents are ready to refund the entire paid-up amount of Rs.8,90,148/- received from the complainant without any interest, but the bank details are required for initiating/ transferring the amount.

The counsel for the complainant requests 2 week's time to provide the bank account details to the respondents.

In view of the above, the complainant is directed to provide/ furnish the bank account details to the respondents within two (2) weeks from the date of this order. Upon receipt of bank account details, the respondents are directed, either jointly or severally, to refund the entire paid-up amount of Rs.8,90,148/- to the complainant within a period of next ten (10) weeks.

A period of 90 days is given to the respondent to comply with the directions given in this regard and failing which legal consequences would follow.

Matter stands disposed of. Detailed order to follow.

V. I 3  
Vijay Kumar Goyal  
Member  
01.05.2025