



o. 2617, 2694, 3062, 3134 of 2019 & ors.

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### 1. COMPLAINT NO: 2617 OF 2019

Flat Buyers Welfare Association Gemini Grove Duplex ...COMPLAINANT  
REGD Sector Eighty Faridabad

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT

### 2. COMPLAINT NO. 2694 OF 2019

Dhingra Jardine Suburbian Resident Welfare .....COMPLAINANT  
Association Sector Eighty Faridabad

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT

### 3. COMPLAINT NO. 3062 OF 2019

Flat Buyers Welfare Association Blue Solitaire ...COMPLAINANT  
Tower-C

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT  
& Sanjeev Dhingra

**4. COMPLAINT NO. 3134 OF 2019**

Gloria Welfare Association Sec Eighty  
Faridabad

...COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENT

**5. COMPLAINT NO. 582 OF 2018**

Hemant Narula & Pooja Narula

....COMPLAINANTS

VERSUS

M/s Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENTS

& M/s B. V. M. Projects Pvt. Ltd.

M/s H. S. Oberoi – VSPL JV

Mr. Sanjeev Dhingra

**6. COMPLAINT NO. 1073 OF 2018**

Inder Pal Singh

....COMPLAINANT

VERSUS

M/s Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENTS

& M/s B. V. M. Projects Pvt. Ltd.



**7. COMPLAINT NO. 552 OF 2019**

Arvind Pandey .....COMPLAINANT

VERSUS

M/s B. V. M. Projects Pvt. Ltd. ....RESPONDENTS  
& M/s Dhingra Jardine Infrastructure Pvt. Ltd.

**8. COMPLAINT NO. 553 OF 2019**

Nirmal Kumar .....COMPLAINANT

VERSUS

BVM Projects Pvt. Ltd. ....RESPONDENTS  
& Dhingra Jardine Infrastructure Pvt. Ltd.

**9. COMPLAINT NO. 600 OF 2019**

Gurpreet Kaur .....COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENTS  
& BVM Projects Pvt. Ltd

**10.COMPLAINT NO. 590 OF 2019**

Rakesh Kumar & Kiran .....COMPLAINANTS

VERSUS



Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENTS  
& BVM Projects Pvt. Ltd.

**11.COMPLAINT NO. 614 OF 2019**

Leela Kanoi and Parmeswar L. Kanoi ....COMPLAINANTS

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENTS  
& BVM Projects Pvt. Ltd.

**12.COMPLAINT NO. 1530 OF 2019**

Vidhi Desai ....COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT

**13.COMPLAINT NO. 1543 OF 2019**

Ashok Kumar ....COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd. ....RESPONDENT  
& BVM Projects Pvt. Ltd.

**14. COMPLAINT NO. 2236 OF 2019**

Vinay Panwar ....COMPLAINANT



VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENT

**15. COMPLAINT NO. 2361 OF 2019**

Vineet Kumar

....COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENT

**16.COMPLAINT NO. 2422 OF 2019**

Aditi Khurana

....COMPLAINANT

VERSUS

Dhingra Jardine Infrastructure Pvt. Ltd.

....RESPONDENT

**CORAM: Rajan Gupta**

**Chairman**

**Dilbag Singh Sihag**

**Member**

**Date of Hearing: 07.01.2020**

**Hearing: : 1st in COMPLAINT NO. 3134 OF 2019**

1st in COMPLAINT NO. 3062 OF 2019

2<sup>nd</sup> in COMPLAINT NO. 2694 OF 2019



2<sup>nd</sup> in COMPLAINT NO. 2617 OF 2019

2<sup>nd</sup> in COMPLAINT NO. 2422 OF 2019

3<sup>rd</sup> in COMPLAINT NO. 2236 OF 2019

3<sup>rd</sup> in COMPLAINT NO. 2361 OF 2019

3<sup>rd</sup> in COMPLAINT NO. 1530 OF 2019

3<sup>rd</sup> in COMPLAINT NO. 1543 OF 2019

4<sup>th</sup> in COMPLAINT NO. 614 OF 2019,

5<sup>th</sup> in COMPLAINT NO. 553, 590,600 OF 2019,

6<sup>th</sup> in COMPLAINT NO. 552 OF 2019,

8<sup>th</sup> in COMPLAINT NO. 1073 OF 2018,

9<sup>th</sup> COMPLAINT NO. 582 OF 2018.

**Present: -** Mr. Rajan Kumar Hans , Counsel for the Complainants  
(in Complaint No.582 of 2018, 590,600, 614 of 2019) Mr.  
Rajan Kumar Hans, Counsel for the Complainants  
(in Complaint No. 552, 553 of 2019)  
Mr. Rajan Kumar Hans, Counsel for the Complainants  
Along with Mr. Susheel Kumar Singh, President.  
(in Complaint No. 2694 of 2019)  
Mr. Shubhnit Hans, Counsel for the Complainants  
Along with Mr. Mukesh Khanduja Gen. Sec.  
(in Complaint No. 2617 of 2019)  
Complainant in Person (in Complaint No. 2236, 2422 of 2019)  
Mr. Inderpal (in Complaint No. 1073, 1530, 1543 of 2019)  
Mr. Suresh Kumar (in Complaint No. 2361 of 2019)

Mr. Vinod Kumar Malik, Gen. Sec.

(in Complaint No. 3062 of 2019)

Mr. Vivek Sethi, Counsel for the respondent & Sh. Sanjeev Dhingra, shareholder of Dhingra Jardine Infrastructure Pvt. Ltd.

Mr. Manbir Rathi, Counsel for the respondent for Manveer Singh Oberoi.

**ORDER** (RAJAN GUPTA-CHAIRMAN)

1. Today learned counsel for the respondent Shri Vivek Sethi apprised the Authority that respondent company has shifted from its previous address. He supplied the new correspondence address of the respondent company. The new address is noted.

The notice issued to the respondent in Complaint No. 2361 of 2019 was received back with the report "RECEIVER SHIFTED FROM GIVEN ADDRESS". Shri Vivek Sethi accepted the notice in this complaint. The complainant supplied a copy of the complaint to the respondent. Hence, notice in the aforementioned complaint stands served on the respondent. Respondent shall file his reply, with an advance copy to the complainant before the next date of hearing.

2. The captioned complaints No.2617, 2694 and 3062 of 2019 have been filed by various Associations of the allottees of different portions/towers of the project. The Complaint No. 3134 listed at Sr.No.4 has been received



afresh. This complaint No.3134 was not listed for hearing today but it is being merged in this common order because henceforth various issues relating to various towers / portions of this project have been decided to be dealt with in groups for which Associations of the allottees have been formed by the complainants and non- complainant allottees.

3. The counsels for various complainants stated that the Complaint No. 582 of 2018 Hemant Narula Versus Dhingra Jardine Infrastructure Pvt. Ltd.; Complaint No. 552 of 2019 Arvind Pandey Versus BVM Projects Pvt. Ltd.; and Complaint No. 553 of 2019 Nirmal Kumar Versus BVM Projects Pvt. Ltd.; belongs to the Tower Gloria in the project. An Association of allottees has been formed in respect of the Gloria Tower, therefore, these individual complaints may be disposed of by way of merger with the Complaint No. 3134 of 2019, titled Gloria Welfare Association versus M/S Dhingra Jardine Infrastructure Pvt. Ltd.

On the request of the respective counsel, the Complaint No. 590/2019 titled Rakesh Kumar & Kiran vs. Dhingra Jardine Infrastructure Pvt. Ltd. & BVM Projects Pvt. Ltd.; Complaint No.1530/2019 titled Vidhi Desai vs. Dhingra Jardine Infrastructure Pvt. Ltd.; and Complaint No.1543 of 2019 titled Ashok Kumar vs. Dhingra Jardine Infrastructure Pvt. Ltd.; may be disposed of by way of merger with Complaint No.2694 of 2019 titled Dhingra Jardine Suburban Resident Welfare Association, Sector Eighty Faridabad Versus Dhingra Jardine Infrastructure Pvt. Ltd.





On the same lines the Complaint No.600/2019 titled Gurpreet kaur vs. Dhingra Jardine Infrastructure Pvt. Ltd. & BVM Projects Pvt. Ltd.; and Complaint No. 2422/2019 titled Aditi Khurana vs. Dhingra Jardine Infrastructure Pvt. Ltd. stands disposed of by way of merger with Complaint No.2617 of 2019 titled Flat Buyers Welfare Association Gemini Grove Duplex registered Sector Eighty, Faridabad Versus Dhingra Jardine Infrastructure Pvt. Ltd.

Since no association has been formed, in respect of Tower-D & E, therefore, Complaint No. 614/2019 titled Leela Kanoi and Parmeswar L. Kanoi vs. Dhingra Jardine Infrastructure Pvt. Ltd. & BVM Projects Pvt. Ltd.; Complaint No. 1073/2018 titled Inder Pal Singh vs. Dhingra Jardine Infrastructure Pvt. Ltd. & BVM Projects Pvt. Ltd.; Complaint No. 2236/2019 titled Vinay Panwar vs. Dhingra Jardine Infrastructure Pvt. Ltd.; and Complaint No. 2361 of 2019 titled Vineet Kumar vs. Dhingra Jardine Infrastructure Pvt. Ltd. will continue to be dealt with individually.

4. This matter was last listed for hearing on 14.11.2019 when inter-alia the Authority had observed that there is no duly constituted Board of Directors of the company and nobody duly authorised by the Board has appeared on behalf of the respondent company. Shri Sanjeev Dhingra shareholder of the company who is son of late Shri Varinder Dhingra Ex-M.D. of the company had appeared and had claimed his locus standi to defend on behalf of the respondent company.



Today Shri Sanjeev Dhingra along with his counsel Shri Vivek Sethi appeared before the Authority and submitted certain documents filed on the site of the Registrar of companies (ROC) showing that a Board of Directors of the company has been constituted and annual statement of accounts of the company have also been submitted to the Registrar of Companies. Learned Counsel Shri Vivek Sethi brought certain documents in the court to show that the newly constituted board is legally looking after the functioning of the promoter company. Shri Sethi was requested to submit all the documents in the registry. The Authority decides to get those documents examined from a Company Law Practitioner to understand whether it can be said that a proper Board of Directors of the company stands constituted. The Law Associate concerned shall seek the advice of an expert in this regard and place his report before the Authority on the next date of hearing.

Learned Counsel Shri Vivek Sethi further stated that the project should not be handed over to the Associations of Allottees. Instead, the respondent company should be allowed to complete the project. He stated that nearly 30% unsold inventory in the project is available from which about Rs.30 crores can be generated by sale of apartments. Further, another Rs.30 crores is recoverable from the various allottees of the project. The total expenditure likely to be incurred on the project is of order of about Rs.40 crores. The project is inherently viable and the respondent promoter can do it if so facilitated by the Authority.



5. In regard to the above request, the Authority observes that respondent promoter has miserably failed in fulfilling its commitments towards the allottees. The project has been delayed by nearly 4 years. On account of alleged wrong doings, the major shareholder-promoter Shri Sanjeev Dhingra is facing criminal trial and has served term in jail. The allottees have completely lost confidence and faith in him. Therefore, the credibility of the promoter Shri Sanjeev Dhingra before the allottees as well as before the Authority is not upto the mark to accept their request at this stage.

However, in order to get an opportunity to complete the project, the respondent promoter will have to show arrangement of funds from any source. The promoter may try to sell or hypothecate the unsold inventory of the project and raise funds for depositing in Escrow Account to be operated under the supervision of the representatives of the Associations and this Authority. If the respondent promoter Shri Sanjeev Dhingra is able to obtain funds of the order of Rs.30 crores, the Authority may consider giving him an opportunity to complete the project. However, at present the Authority will continue to explore the possibility of handing over the project to the Associations of allottees for completion at their own level.

Since the process of handing over of project to the association of allottees may take a few months' time, the respondent promoter may try to arrange funds for the project. The Authority could review its decision as considered appropriate in the best interest of the allottees and the project at an



appropriate stage. The Authority reiterates that since at present there appears no likelihood for the respondents to be able to arrange funds from the market, the Authority will continue to proceed with the process of handing over the project to the Associations of allottees.

6. All the issues relation to Suburbian Portion of the project is being dealt with in the lead Complaint No.2694 of 2019 titled Dhingra Jardine Suburbian Resident Welfare Association, Sector Eighty Faridabad Versus Dhingra Jardine Infrastructure Pvt. Ltd. Shri Rajan Hans, learned counsel for the association of allottees of Dhingra Jardine Welfare Association Suburbian stated that this portion of the project has 160 units located in 40 blocks of G+3 units each. This Portion is almost fully complete except that infrastructure facilities are yet to be laid or completed. 133 allottees of the project have become members of the Association. Each allottee has given an affidavit regarding his commitment to pay balance payable amount to the Association. Shri Hans further stated that it has been worked out that Rs.6.3 crores is payable by all the allottees of the Suburbian portion of the project, against which only investment of about Rs.4.5 crores is required to connect the apartments with various infrastructural facilities. He stated that they have got prepared a report of the Chartered Engineer and a Chartered Accountant showing deficiencies in the project and the manner in which those deficiencies will be bridged for completing the project and bring it to the stage of handing over possession to the allottees. He also stated that an Escrow Account has



been opened. Accordingly, he requested for handing over this portion of the Project to the Association for completion at its own level.

7. All the issues pertaining to Gemini Grove Duplex part of the project is being dealt with in the lead Complaint No.2617 of 2019 titled Flat Buyers Welfare Association Gemini Grove Duplex registered Sector Eighty, Faridabad Versus Dhingra Jardine Infrastructure Pvt. Ltd. Shri Shobit Phutela, learned Counsel for the Association of the allottees of Gemini Grove Portion of the colony stated that the project is nearly 90% complete. Out of total 128 units 126 have been sold. 89 allottees out of the 126 have become members, out of which 70 members have already submitted their affidavits for discharging their responsibilities and payment of dues to the Association. Further, about Rs.1.57 crores is recoverable from the 70 members of the Association.

Shri Phutela, however, could not make any statement in regard to the estimated expenditure required for completion of the apartments and for laying/completion of infrastructure facilities in this portion of the project. Shri Phutela stated that he will get a detailed estimate of the likely expenditure prepared and submit the same to the Authority before the next date of hearing.

8. Issues relating to Blue Solitaire Portion of the project are being dealt with in Complaint No. 3062 of 2019 titled Flat Buyers Welfare Association Blue Solitaire Tower C Versus Dhingra Jardine Infrastructure Pvt. Ltd. & Anr. General Secretary of the Association of Allottees of Blue Solitaire



Portion of the colony stated that out of 95 flats in this part of the project, 84 have been sold and 59 allottees have become members of the association. He further stated that they have not yet got the details of the expenditure prepared for completion of the apartments and for laying/completion of the infrastructure facilities in the project. He made no statement whether the members of the association have submitted affidavits showing therein the total cost of the apartment, the amount already paid to the respondent developer and the remaining amount to be paid.

9. In respect of the Gloria portion of the project, the Complaint No.3134 of 2019 titled Gloria Welfare Association versus M/S Dhingra Jardine Infrastructure Pvt. Ltd has been registered. There are 152 apartments in this portion of the project out of which 138 have been sold. 77 allottees have become members of the association. Like the association of Blue Solitaire, the association of Gloria is yet to estimate the required expenditure for completion of the apartments and for laying/completion of the infrastructure facilities. The members of this association are also yet to submit their affidavits regarding the agreed cost of the apartments, the amount paid to the respondent and the amount is yet to be paid etc.

10. There are few individual complaints received from the allottees of Tower D & E of the project namely Complaint No. 614/2019 titled Leela Kanoi and Parmeswar L. Kanoi vs. Dhingra Jardine Infrastructure Pvt. Ltd. & BVM Projects Pvt. Ltd.; Complaint No. 1073/2018 titled Inder Pal Singh vs.



Dhingra Jardine Infrastructure Pvt. Ltd. & BVM Projects Pvt. Ltd.; Complaint No. 2236/2019 titled Vinay Panwar vs. Dhingra Jardine Infrastructure Pvt. Ltd.; and Complaint No. 2361 of 2019 titled Vineet Kumar vs. Dhingra Jardine Infrastructure Pvt. Ltd. The allottees of these towers are yet to form an Association. In the absence of an Association, the Authority will continue to explore the possibility of getting these towers completed through the respondent promoter.

11. After hearing all the parties in detail, the Authority observes and orders as follows:-

(i) As already ordered in Para 4 & 5 of this order, the respondent promoter may submit a proof of having arranged adequate funds for completion of the project in order to get an opportunity to complete it at its own level. The funds to be so arranged shall be after discharging the pending liabilities which may be towards the old contactors or Government agencies etc. They will also have to submit a detailed project report demonstrating therein their credibility for completing the project and discharging all statutory and contractual liabilities. However, if they are not able to do so, the Authority will continue to pursue the process of handing over of the project to the various associations in accordance with the provisions of Section 8 of the RERA Act.



(ii) All four Associations should expand their membership to make it at least two-third of the total allottees each.

This is for the reason that if the membership is less than this number, the Association may face financial or other difficulties.

(iii) Each Association shall prepare a detailed project report with the help of expert agencies, inter-alia, containing the details of the remaining construction works to be carried out in the colony for making the apartments properly habitable, and the likely expenditure to be incurred thereon. Such details may have to be prepared in respect of each apartment/ part of the colony.

(iv) Separately, each Association should prepare an estimate of expenditure likely to be incurred for laying various infrastructure facilities. The Authority directs, the Presidents of all the Associations to coordinate with each other and engage a common agency for estimating the expenditure required for laying down/completing the infrastructure facilities including roads, pavements, water supply lines, sewerage system, drainage system, electricity supply, laying common parks and other similar common facilities in whole of the colony. The expert agency should also be asked to proportionately divide the cost of entire infrastructure amongst all the flat owners in proportion to the super area of the apartments of the allottees.





(v) All the members of the Associations should submit an affidavit, inter-alia, stating therein total cost of the apartment as agreed to with promoter including the cost of external development charges, taxes, statutory dues etc.; the amount already paid; and the amount yet to be paid. Further, each member should commit in the affidavit to pay the balance payable amount and the additional amount if required for completing the project in all respect including the infrastructure facilities to the Association.

(vi) In order to express their seriousness the members, should pay upfront 25% of the total outstanding payable amount which shall be deposited in the Escrow Account of the Association.

(vii) After preparing the project report, including the details of the works to be carried out, all the Associations together may float a common tender for completion of infrastructure facilities. Each individual Association will also separately prepare an estimate and float a tender for completing the construction work of the tower/apartments. The works to individual contractors shall be awarded only after seeking approval of this Authority and only after collecting adequate money from the members of the association.



(viii) If, the allottees are required to incur additional expenditure over and above their commitment made with the respondent promoter in the builder-buyer agreement, they will have a right to be indemnified by the respondent promoter. For this purpose, on the subsequent occasion the Authority may consider allowing the association to sell unsold inventory of the project for indemnifying the allottees.

ix) Further guidelines will be given to the Associations after they comply with these directions.


12. A copy of orders dated 14.11.2019 & 07.01.2020 be sent to the Director, Town & Country Planning Department, drawing their attention towards earlier orders dated 01.10.2019, 14.11.2019 wherein their opinion was sought in para 7 (e) of order dated 14.11.2019 for taking over of the project named California Country situated in Sector-80, Faridabad, Haryana, in accordance with amended section 18 of the Haryana Development and Regulation of Urban Areas Act, 1975. Further, in para 7 (c) of order dated 14.11.2019, the Director, Town & Country Planning Department was asked to nominate STP/DTP, Faridabad who shall actively associate himself in the activities of the associations and for guiding them on various technical/legal parameters so that the associations are able to get the occupation certificate of the project in due course of time. No communication regarding the above




directions has been received from the department. Therefore, the Director, Town & Country Planning Department should submit his report on various issues listed in the aforementioned orders at least one week before the next date of hearing.

With above directions, the matter is adjourned to 25.02.2020.



  
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**RAJAN GUPTA**  
[CHAIRMAN]

  
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**DILBAG SINGH SIHAG**  
[MEMBER]