



Complaint no. 2633 of 2019

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,  
GURUGRAM**

**Complaint no.- 2633 of 2019**  
**Date of first hearing - 04.12.2019**  
**Date of decision - 04.02.2020**

**Mr. Yash Takwani**

**Address:-** M-15, Block M, Greater Kailash - I,  
New Delhi.

**Complainant**

**Versus**

**M/s International Recreation & Amusement Ltd.**

**Address:-** Sector 29, near HUDA City Centre metro station,  
Gurugram.

**Also at:** - Entertainment City Building no. 101A,  
Plot no. A-2, Sector- 38A, Noida- 201301.

**Respondent**

**CORAM:**

**Dr. K.K. Khandelwal**  
**Shri Samir Kumar**

**Chairman**  
**Member**

**APPEARANCE-**

**Mohd. Niviazuddin**

**Advocate for the complainant**

**None for the respondent**

**ORDER**

1. The present complaint has been filed by the complainant/allottee in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the



Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter se them.

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:-

S.No.	Heads	Information
1.	Project name and location	Appughar Retail Mall, Sector 29, Gurugram
2.	Project area	25 acres
3.	Nature of project	Family Entertainment Centre
4.	RERA registered	Registered vide no. 308 of 2017 dated 17.10.2017 (for 2.5 acres) valid upto 31.3.2019
5.	License No. & validity status	Cannot be ascertained
6.	Name of licensee	International Recreation and Amusement limited.
7.	Unit no., Tower no.	Not mentioned
8.	Carpet area	500 sq. ft
9.	Date of execution of agreement to license	19.10.2013 ( <b>Pg. 37 of the complaint</b> )

10.	Payment plan	Installment linked payment plan (as per <b>Pg. 42 of the complaint</b> )
11.	Total sale consideration	35,00,000/- (as submitted by the complainant)
12.	Total amount paid by the complainant	35,00,000/- (as submitted by the complainant)
15.	Due date of delivery of possession as per agreement	<b>20.11.2015</b> (this date is given by complainant, but no possession clause has been mentioned in the agreement)
16.	Period of delay in handing over possession till date	4 years, 2 months and 14 days NOTE - complete copy of agreement has not been filed by the complainants.
17.	Status of project (ongoing/complete)	Ongoing
19.	Date of offer of possession, if any	N/A
20.	Relief sought (in specific terms)	<ul style="list-style-type: none"> <li>Direct the respondent to give the possession of the unit in question to the complainant alongwith interest @ 18% p.a.</li> </ul>

3. It has been brought to the notice of the Authority that insolvency proceeding has been initiated against the respondent before the National Company Law Tribunal (NCLT), New Delhi bearing **CP No. IB 650 (PB)/2018** titled as "**Shyam Lal Sachdeva** and others v. International Recreation and Amusement Limited". The operative portion of interim order dated 03.08.2018 passed by NCLT reads as under: -



".....13. We also declare moratorium in terms of Section 14 of the Code. A necessary consequence of the moratorium flows from the provisions of Section 14 (1) (a), (b), (c) & (d) and thus the following prohibitions are imposed which must be followed by all and sundry:

(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

(b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor."

4. In view of the above, the Authority has no jurisdiction to decide the present complaint and hence the present complaint is dismissed with





the direction to the complainant to take up his claim with the Interim Insolvency Resolution Professional (IRP).

5. File be consigned to the registry.

**K. K. Khandelwal**  
**(Chairman)**

Haryana Real Estate Regulatory Authority, Gurugram

Date - 04.02.2020

**Samir Kumar**  
**(Member)**

**HARERA**  
**GURUGRAM**

judgement uploaded on 11.02.2020

