

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

**Complaint no.- 419 of 2020**  
**Date of first hearing – 04.02.2020**  
**Date of decision – 04.02.2020**

- 1. Mr. Avtar Singh; and**
- 2. Mrs. Jitender Kaur.**

**Address:-** House no. 1928, Sector 45,  
Gurugram- 122003.

**Complainants**

**Versus**

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

**Address:-** Metro Walk, near Rithala Metro Station,  
Sector- 10, Rohini, Delhi – 110005.

**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 complainants/allottees 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 complainants, 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.	G-03 (1a)
8.	Carpet area	1000 sq. ft.
9.	Date of execution of agreement to license (sub-lease)	05.10.2016 <b>(Annx C 5)</b>
10.	Payment plan	Installment linked payment plan
11.	Total sale consideration	52,00,000/- <b>(as submitted by the complainant)</b>



12.	Total amount paid by the complainant	52,00,000/- (as submitted by the complainant)
15.	Due date of delivery of possession as per agreement	<b>31.09.2017 (clause 2 of sub- lease agreement : -31.03.2017 + 6 months' grace period )</b>
16.	Period of delay in handing over possession till date	Two years, 4 months and 4 days.
17.	Status of project (ongoing/complete)	Ongoing
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 prescribed rate of interest.</li> </ul>

3. It has been brought to the notice of the Authority that insolvency proceeding has been initiated against the respondent before 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 is given below -

*".....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)**

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

Haryana Real Estate Regulatory Authority, Gurugram

Date – 04.02.2020

