



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision:	30.03.2026
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Name of the Builder/ Respondent		M/s Crown Realtech Pvt. Ltd.		
Project Name		Crown Business Park		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of the complainant (through VC)	Appearance on behalf of the respondent (in person)
1.	30 of 2026	Ajay Parkash Sharma Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv. Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC
2.	31 of 2026	Sarika Mendiratta Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv. Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC

3.	32 of 2026	Karuna Malhotra Through GPA Holder Mr. Prem Nath Malhotra Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv.Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC
4.	33 of 2026	Manisha Mehta Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv.Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC
5.	34 of 2026	Chander Parkash Sharma and Renu Sharma Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv.Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC



6.	35 of 2026	Virat Joneja and Samrat Joneja Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv.Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC
7.	36 of 2026	Shiva Fabricator and Traders through its properietor Mr. Lokesh Mehta Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv.Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC
8.	37 of 2026	Suman Ohri and Rajender Kumar Ohri Versus 1. Crown Realtech Private Ltd (Crown Business Park, Sec 37 Faridabad) 2. Crown Abacus It Park Association 3. Monitoring Committee Chairman Through Mr Atul Kumar Kansal	Adv.Vinay Kumar, counsel for the complainant through VC	Adv. Anjaneya Mishra, counsel for the respondent through VC



Hearing: 1st in all captioned complaints

ORDER (NADIM AKHTAR- MEMBER)

1. Above captioned complaints are taken up together for hearing as facts and grievances to be addressed in all the complaints involve similar issue and are related to the same project namely, "Crown Business Park", situated at 12/4 Delhi Mathura Road, Faridabad, Haryana . Therefore, this order is being passed by taking the Complaint No 30 of 2026 titled "*Ajay Parkash Sharma versus M/s Crown Realtech Pvt. Ltd.*" as a lead case for deciding all captioned matters.

A. FACTS OF THE CASE AS STATED IN THE COMPLAINT NO. 30 of 2026

2. That the Complainant is an allottee of Commercial Units No. G-01 & G-02 on the Ground Floor of Tower B-1, admeasuring 3080.61 sq. ft. (super area) and 1910 sq. ft. (covered area) in the project "Crown Business Park", under Builder Buyer Agreement dated 11.09.2019. Due to failure of the Respondents to complete the project within time, the present complaint seeks possession and delay compensation. That the Hon'ble NCLT admitted insolvency proceedings under Section 7 of the IBC and approved the Resolution Plan on 21.02.2023, binding the Resolution Applicant to complete Towers B-1 and B-2. The project, however, remains incomplete.



3. That the project is being developed on 5.868 acres at Village Sarai Khwaja, Faridabad, under RERA Registration No. HRERA-PKL-FBD-179-2019. Respondent No.1 underwent insolvency and was restructured under the approved Resolution Plan with a mandate to complete the project. Respondent No.2, the Association of 225 allottees, is responsible for completion under the Resolution Plan. Clause 8.5.1 fixed completion timelines as: Tower B-1 by 21.11.2023 and Tower B-2 by 21.08.2024. Vide order dated 28.08.2024, an extension of 446 days was granted, revising deadlines to 09.02.2025 (B-1) and 10.11.2025 (B-2). Despite expiry of the extended timelines, construction has stopped and no updates have been uploaded on the RERA portal.
4. That Respondent No.3 (Monitoring Committee) collected approx. ₹18 Crores from allottees but utilized only about ₹2.5 Crores towards construction while continuing to raise demands. That mandatory quarterly progress reports were neither uploaded on the RERA website nor shared with allottees. Respondents have violated the Resolution Plan and delayed completion without justification, compelling the Complainant to seek possession with delay interest and assured returns.
5. That the units were booked for ₹1,84,83,660/- and Allotment Letter dated 11.09.2019 was issued (Annexure C-3). BBA dated 11.09.2019 did not specify a possession date (Annexure C-4). In absence of a possession date, a



reasonable timeline of 36 months from BBA (11.09.2019) applies under RERA practice. That the Respondent agreed to pay quarterly assured returns from 11.10.2019 till possession with 2% monthly interest for delay, but omitted these terms from the BBA. Complainant has paid ₹1,86,76,787/- up to 01.03.2020, exceeding 100% of the sale consideration (Annexure C-5).

6. That despite earlier RERA proceedings and approval of the Resolution Plan by NCLT (21.02.2023) and NCLAT (01.07.2024), the project remains incomplete and funds continue to be utilized without corresponding progress.

LICENSES AND REGISTRATION

7. That DTCP License No. 68 of 2008 remains valid up to 19.03.2026 after renewals, whereas RERA Registration No. HRERA-PKL-FBD-179-2019 expired on 31.07.2025.
8. That the Respondents' application for extension of RERA registration was rejected vide order dated 07.07.2025 with direction to file a fresh application under Section 7(3) of the Act (Annexure C-6).
9. That the project remains incomplete and possession has not been offered, compelling the Complainant to file the present complaint seeking appropriate reliefs.



BRIEF FACTS OF THE RESOLUTION PLAN

- i. That Respondent No.1 launched the project in 2008 under DTCP License No. 68/2008 but failed to complete construction and deliver units, leading allottees to initiate proceedings before the Hon'ble Authority and the Hon'ble NCLT under the IBC.
- ii. That CIRP was initiated vide NCLT order dated 06.12.2019, and Mr. Atul Kumar Kansal was appointed Resolution Professional, confirmed on 02.03.2020.
- iii. That the Resolution Plan approved on 21.02.2023 fixed completion timelines: Tower B-1 by 21.11.2023 and Tower B-2 by 21.08.2024.
- iv. That vide order dated 28.08.2024, NCLT granted a 446-day extension, revising deadlines to 09.02.2025 (B-1) and 10.11.2025 (B-2); however, construction has since come to a standstill.
- v. That an independent contractor was appointed only in October 2024 and construction slowed and ultimately stopped in both towers, leaving the site abandoned.
- vi. That under Clause 8.10 of the Resolution Plan, Respondent No.1 was liable to pay assured returns @24% p.a. (simple interest) till possession, which has not been paid.



- vii. That the Monitoring Committee failed to ensure implementation of the Resolution Plan despite collecting substantial funds, most of which were not utilized for construction.
- viii. That RERA Registration expired on 31.07.2025 and the extension application was rejected on 07.07.2025, leaving the project unregistered and incomplete.
- ix. That the Respondents have failed to implement the Resolution Plan or complete the project, leaving the Complainant with no option but to seek directions for completion and possession, including handing over the project to NBCC or any Government agency, along with interest and assured returns under Section 18 of the RERA Act.

B. RELIEFS SOUGHT

10. The complainant in his complaint has sought following reliefs:
- (i) Direct the respondents to complete the construction of the project and hand over possession of Unit No. G01 & G02, situated on the ground floor of Tower B-1, admeasuring approximately 3080.61 sq. ft. of total super area & 1910 sq. ft. of covered area to the complainant at the earliest;
 - (ii) Direct the respondents to pay assured returns as per RERA Rules from February 2016 till the date of actual possession as per agreement executed between parties;



- (iii) Direct the Respondents to pay delayed possession interest as prescribed under RERA Rules on the amounts deposited by the Complainant till delivery of possession;
- (iv) Direct Respondent No. 3 to refund the entire remuneration paid to the Monitoring Committee Chairman (Respondent No. 3) and its members over the last three years, without any substantial service or contribution towards the completion of the project, along with interest at 25% per annum. Further, direct that the recovered amount be deposited in an escrow account exclusively earmarked for the completion of the project, ensuring that the interests of allottees are duly protected;
- (v) Recognize the laxity and inaction on the part of the Respondents so the complainant prays that the project be completed by involving the services of NBCC or any other suitable agency as deemed appropriate by this Hon'ble Authority;
- (vi) Pass such other appropriate order in favour of the complainant and against the respondent.

C. ORAL SUBMISSIONS BY THE PARTIES

11. Before initiating the arguments, Authority enquired from the counsel for complainant as to how this complaint is maintainable before the Authority. To which, he replied that the complainant is an allottee of commercial Unit No.



G-01 & G-02 in the project "Crown Business Park" and has already paid more than 100% of the sale consideration. It is contended that despite lapse of considerable time, the Respondents have failed to complete construction and hand over possession of the unit. It is further submitted that even after approval of the Resolution Plan by the Hon'ble NCLT and grant of extension of time for completion of the project, no meaningful progress has been made at the site and construction has come to a standstill. It is further argued that the Respondents have failed to comply with the timelines prescribed under the Resolution Plan and have also failed to pay assured returns and delay compensation. The complainant submits that the Monitoring Committee has not discharged its duties and that the project has remained incomplete despite collection of substantial funds from the allottees. Accordingly, the complainant has prayed for directions for completion of the project, delivery of possession, payment of assured returns, delay interest and other consequential reliefs.

12. Per contra, learned counsel for the Respondents also raised a preliminary objection regarding maintainability of the present complaint. He submitted that the Respondent company underwent Corporate Insolvency Resolution Process and a Resolution Plan has already been approved by the Hon'ble NCLT. He contended that the grievance of the complainant essentially relates



to alleged non-implementation and enforcement of the Resolution Plan. It is further argued that the Resolution Plan, once approved, is binding on all stakeholders and any issue relating to its implementation or execution falls within the exclusive jurisdiction of the Hon'ble NCLT under the Insolvency and Bankruptcy Code. Therefore, he submitted that this Authority lacks jurisdiction to entertain the present complaint and the complainant.

D. ISSUES FOR ADJUDICATION: -

13. Whether the complaints are maintainable and complainants are entitled to the reliefs sought or not?

E. OBSERVATIONS OF THE AUTHORITY

14. In view of the facts, circumstances, and documents placed on record, this Authority is of the considered opinion that the captioned complaints pertain to the project "*Crown Business Park*", situated at 12/4 Delhi Mathura Road, Faridabad, Haryana. The complaints revolve around the factum that grievance of the complainant essentially arises out of the alleged non-implementation and non-compliance of the Resolution Plan approved by the Hon'ble NCLT, including the timelines and obligations imposed therein for completion of the project and delivery of possession. The relief sought by the complainant is, in effect, in the nature of execution/enforcement of the said Resolution Plan.



15. As per office record, notice was issued to all respondents on 11.02.2026 which was delivered to the respondents on 16.02.2026 and 17.02.2026. Thereafter, case was listed for hearing today, but no reply is filed by the respondent. Authority is of the view that proceedings before this Authority are summary proceedings and any further delay shall defeat the ends of justice. Thus, matter is proceeded based on the documents available on file.
16. At the outset, Authority deems necessary to determine whether the grievance raised in the present complaint falls within the jurisdiction of this Authority under the Real Estate (Regulation and Development) Act, 2016 and whether the complainants are entitled to the reliefs sought by him or not.
17. From a perusal of the complaint, it is evident that the Respondent No.1 underwent Corporate Insolvency Resolution Process (CIRP) and a Resolution Plan was approved by the Hon'ble National Company Law Tribunal (NCLT), New Delhi vide order dated 21.02.2023. The said Resolution Plan prescribed specific timelines and obligations for completion of Towers B-1 and B-2 and also contemplated the constitution of a Monitoring Committee for implementation of the plan. The complainant has repeatedly relied upon the terms of the Resolution Plan, the timelines fixed therein, and the subsequent extension granted by the Hon'ble NCLT vide order dated 28.08.2024.



18. A conjoint reading of the pleadings shows that the core grievance of the complainant is that the Respondents have failed to implement the Resolution Plan approved by the Hon'ble NCLT, have not complied with the timelines stipulated therein and have failed to carry out the obligations cast upon them under the said plan. Thus, the cause of action pleaded by the complainant is intrinsically linked with the alleged non-implementation and breach of the Resolution Plan approved by the Hon'ble NCLT.
19. The Authority further notes that the reliefs sought by the complainant include directions to complete the project, payment of assured returns allegedly contemplated under the Resolution Plan, refund of remuneration paid to the Monitoring Committee, and a prayer seeking involvement of a Government agency such as NBCC for completion of the project. These reliefs clearly demonstrate that the complainant is, in substance, seeking enforcement and implementation of the Resolution Plan and supervision of its execution.
20. It is a settled legal position that once a Resolution Plan is approved by the Hon'ble NCLT under the provisions of the Insolvency and Bankruptcy Code, 2016, the same attains binding force on the corporate debtor and all stakeholders, including allottees. Any grievance relating to implementation, execution, supervision or breach of the Resolution Plan falls within the exclusive jurisdiction of the Adjudicating Authority under the IBC. The



Authority under the Real Estate (Regulation and Development) Act, 2016 cannot sit in appeal over the orders of the Hon'ble NCLT nor can it issue directions which would amount to execution or modification of the Resolution Plan.

21. The powers of this Authority under the Real Estate (Regulation and Development) Act, 2016 are regulatory in nature and are confined to ensuring compliance with the provisions of the Act and the rules framed thereunder. The Authority does not possess the jurisdiction to execute or enforce orders passed by the Hon'ble NCLT, to supervise the functioning of a Monitoring Committee constituted under the Resolution Plan, or to issue directions for implementation of obligations flowing from such Resolution Plan.
22. The Authority is therefore of the considered view that entertaining the present complaint and granting the reliefs sought would, in effect, amount to exercising jurisdiction over the implementation and execution of the Resolution Plan approved by the Hon'ble NCLT, which is impermissible in law. Any grievance regarding non-implementation or breach of the Resolution Plan is required to be agitated before the Hon'ble NCLT under the appropriate provisions of the Insolvency and Bankruptcy Code, 2016, and the appellate remedy, if any, lies before the Hon'ble NCLAT.



23. In view of the above discussion, the Authority holds that the present complaint is not maintainable before this Authority and the complainant is at liberty to seek appropriate remedy before the competent forum under the Insolvency and Bankruptcy Code, 2016.

The complaints accordingly stands **disposed**. File be consigned to the record room after uploading of the order on the website of the Authority.



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NADIM AKHTAR
[MEMBER]