



Complaint No. 280/2020 & 281/2020

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 280 of 2020

M/s Mapsko Builders Pvt Ltd

....COMPLAINANT

VERSUS

Jyoti Manchanda

.....RESPONDENT

### COMPLAINT NO. 281 of 2020

M/s Mapsko Builders Pvt Ltd

....COMPLAINANT

VERSUS

Naveen Manchanda

.....RESPONDENT

**CORAM: Rajan Gupta  
Anil Kumar Panwar  
Dilbag Singh Sihag**

**Chairman  
Member  
Member**

**Date of Hearing: 28.08.2020**

**Hearing: 1<sup>st</sup>**

**Present: Mr. Akshat Mittal, Counsel for the complainant**

None for the respondent

**ORDER (RAJAN GUPTA-CHAIRMAN)**

1. Both the above captioned complaints are taken up together for hearing as they involve similar issues and are related to same project-Mapsko Business Arcade of the complainant-developer. The orders are passed by taking complaint no. 280/2020 as a lead case.

2. Today it is the first hearing of this matter. As per office record respondent could not be served. The complainant's case is that he allotted commercial shop no. 54, Block-MC of area measuring 179 sq yards vide builder buyer agreement dated 03.11.2011 to the respondent-allottee in his project-Mapsko Business Arcade, Sonipat under instalment payment plan. In the said plan 1<sup>st</sup> instalment of 20% of basic sale price was to be paid at the time of booking, 2<sup>nd</sup> instalment of 80% of basic sale price was to be paid at the time of agreement and the last 3<sup>rd</sup> instalment of 100% of EDC and IDC was to be paid within 6 months of agreement. The respondent-allottee has paid first two instalments within time but defaulted in paying the 3<sup>rd</sup> instalment amounting to Rs 7,87,600/-. Several reminders dated 18.04.2014, 03.07.2014, 20.07.2014, 06.07.2018 and 01.08.2018 were sent to respondent-allottee to pay the due amount but she did not come forward. Meanwhile possession was also offered on 03.07.2014 after receiving part completion certificate on 26.02.2014.

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3. It is relevant to mention here that the allotment was cancelled by complainant-developer by issuing cancellation notice dated 17.12.2019 intimating the respondent-allotee that their allotment stands cancelled because of continuous defaults in making payment of due amount and she may collect the refund of remaining amount after completing necessary formalities.

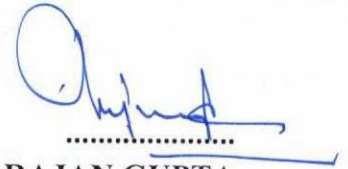
4. Ld. counsel for complainant stated that the present complaint has been filed seeking direction against respondent-allotee to take possession of the booked shop after paying remaining amount alongwith interest. In respect of cancellation of booked shop, he apprised the Authority that photocopy of cheques pertaining to refund of remaining amount was also sent to the respondent-allotee with a stipulation that she may come forward to collect those cheques after completing necessary formalities.

5. After hearing submissions of complainant's counsel and perusing the relevant record it is observed that the complainant-developer has already availed the remedy available to him by cancelling the allotment of respondent-allotee vide cancellation notice dated 17.12.2019. Now after cancellation of allotment he cannot override his own act by proceeding towards the relief sought by him in the present complaint. Considering the factual position stated above it is decided that at this stage the complainant-developer cannot invoke the jurisdiction of this Authority for recovery of due amount. The complainant may pursue the remedy available to him as per terms of contract. Therefore,

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the present complaint is **dismissed as not maintainable** at this stage. File be  
consigned to record room.



RAJAN GUPTA  
[CHAIRMAN]



ANIL KUMAR PANWAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]

