

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, PANCHKULA.**

**Complaint No. 617/2018**

Ravinder Singh

**...Complainant**

**VERSUS**

M/s Ferrous Infrastructure Pvt. Ltd.

**...Respondent**

**Date of Hearing: 04.12.18**

**CORAM :**

1. Shri Rajan Gupta
2. Shri Anil Kumar Panwar
3. Shri Dilbag Singh Sihag

**Chairman  
Member  
Member**

**APPEARANCE :**

1. Shri Pawan KR. Adhana, Counsel for Complainant
2. Shri Sanjeev Kumar, Counsel for Respondent

**Order:**

The case of the complainant is that he had booked one residential plot measuring 250 sq. yards in the project named Ferrous Metropolis City launched by the respondent. Initially Plot No.B-176 was allotted which unilaterally was changed to C-194 vide demand letter dated 10.3.2012; then again to C-212 vide demand letter dated 02.05.2012. Against the basic sale price of Rs.54.25 lakhs, the complainant has paid



Rs.18,12,500/-. This amount was paid between the periods 07.02.2012 to 31.12.2012 i.e. within a period of ten months of the booking of plot.

The complaint states that he came to know of certain serious litigation pending between the respondents and other co-licensees in different courts of law. The nature of those litigations could have had seriously jeopardize the development of project, therefore, he sought details of those litigation vide letter dated 28.08.2012. The respondents never responded to provide the information. Instead they issued a cancellation letter dated 09.02.2013, inter alia, forfeiting the entire amount Rs.18.12 lakhs. The alleged reasons for cancellation of the allotment was the default on the part of complainant in making payment of due instalments.

The complainant further states that he had approached the State Bank of India for sanction of loan for purchase of plot. The State Bank of India did not sanction the loan for the reason that the project is under serious litigations. The complainant has annexed a copy of the notices issued by Shri Mayank Wadhwa sole arbitrator in support of the plea that arbitration proceedings were pending against the respondents. The complainant had also sought information from the Director General, Town & Country Planning Department Haryana (DGTCP) under RTI Act



asking for demarcation plan of the project, copy of the CLU granted in favour of the respondent, the quantum of land purchase by the respondent, copy of the licence, site plan, the amount of EDC/IDC paid, the quantum of internal development works carried out and a copy of the MoU entered between the respondents and other landowners. In reply to the aforesaid application the O/o the DGTCP Haryana inter alia had replied that an SLP No.37626 of 2012 has been filed by M/s DD Global Capital Ltd. against the licensee before the Hon'ble Supreme Court. This SLP has been filed against the orders dated 10.10.2012 of the Hon'ble High Court. The Hon'ble Supreme Court has directed the in the matter vide order dated 11.01.2013 that any transfer of the property under dispute henceforth will be subject the outcome of the SLP.

The complainant has also placed on record a copy of the orders date 09.05.2016 passed by the Hon'ble Punjab & Haryana High Court vide which the Assistant Collector, 1<sup>st</sup> Grade Ballabgarh has been directed to proceed with the partition proceedings of the land in question between various landowners.

Complainant further states that the licence of the project expired on 24.01.2016 and the same has not been renewed. The project is under serious litigations and is not being developed. The complainant alleges



that the respondents have deliberately concealed the facts from him and have wrongfully obtained the money from him which should be got refunded along with interest and admissible compensation etc.

2. In response to the aforesaid allegations the respondents plea is that the complainant had paid the alleged money to one M/s Ferrous Township Pvt. Ltd. which is a separate juristic person from the respondent M/s Ferrous Infrastructure Pvt. Ltd. These two companies have no connection with each other, therefore, the present complaint is liable to be dismissed on account non-joinder of necessary and proper party and for mis-joinder of parties. The respondents have prayed that their names should be deleted from the array of parties as no orders can be passed against them.

3. In response to the replies of the respondents, learned counsel for the complainant presented a copy of the licence and certain receipts of payments made to the respondents. He stated that the letter head of the receipts mentions the name of the respondent; the signatures of the authorized signatory are also on behalf of the respondent; and the address on the receipt is also that of the respondent. The only line of which the respondent is trying to take advantage of his that a line written in the receipt as the 'payment on account of Ferrous Township'. He further stated that this is an attempt to commit a deliberate fraud on the



complainants and the respondents are also trying to mislead this Authority by making wrong statement of facts.

4. The Authority has gone into written and oral pleadings of both the parties. It observes as follows:-

- (i) That a copy of licence No.5 of 2012 granted by the Town & Country Planning Department is on record, which reveals that the said licence was issued to five landowners companies C/o Ferrous Infrastructure Pvt. Ltd., Vatika Town, 1<sup>st</sup> Floor, Block-II, Golf Course Road, Sector 54 Gurugram. This address of the respondent who was meant to be the developer of the project is same as shown in the receipt of payments presented by the complainant. The plea of the respondents that the money was actually received by another juristic person is totally devoid of merit. The receipt carries the letter head of the respondents and it has been signed by their authorized signatory. If the case of the respondent is that the same have been given by another company and by an authorized signatory they should have produced a proof of having lodged an FIR against the said another company. This plea of mis-joinder and non-joinder necessary parties, therefore, is devoid of merits. The respondents in fact are trying to mislead this Authority by stating wrong facts.



(ii) In the absence of a contradiction by the respondents and on account of the proof of payments having presented, it is established that the complainant have paid an amount of Rs.18,12,500/- to the respondents. This amount has been paid upto December, 2012.

5. The facts narrated in the foregoing paragraphs amply reveal that upto the last date when the payments were received the litigations between the landowners and the developers had already commenced. This fact was not intimated to the complainant. Instead further demands were raised and having not served those demands the allotment was cancelled in February, 2013. This act on the part of the respondent is not only a legal but is also unethical.

6. The facts placed on record amply proves that the land of the project is under partition. The disputes are going on between the landowners and the respondent developers. The licence has not been renewed. Accordingly, there is no hope of development or completion of the project in near future.

7. For the aforesaid reasons this is a case which fully justifies refund of the entire amount paid by the complainant to the respondent company along with interest determined as per Rule 15 of the RERA Rules, 2017. The respondents shall refund the entire money to the complainants within

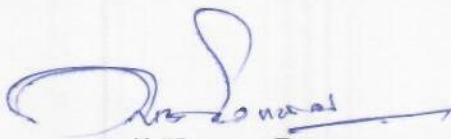


60 days - 50% in 30 days and remaining 50% in further 30 days. For the unjustified mental agony that the complainant is going through they will have a liberty to approach the Adjudicating Officer for seeking compensation.

The matter is disposed of accordingly. The file be consigned to the record room. The orders be uploaded on the website.



Dilbag Singh Sihag  
Member



Anil Kumar Panwar  
Member



Rajan Gupta  
Chairman