



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 839 OF 2019

Jyotsna Leekha ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

2. COMPLAINT NO. 809 OF 2019

Pawan Rawal & Neerja Rawal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

3. COMPLAINT NO. 840 OF 2019

Kumar Jee Raina & Seema Raina ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

4. COMPLAINT NO. 889 OF 2019

Shiv Ratan Goyal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

5. COMPLAINT NO. 842 OF 2019

Indrani Sharma & Vinod Sharma ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

6. COMPLAINT NO. 829 OF 2019

Gurcharan Singh Baidwan ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

7. COMPLAINT NO. 923 OF 2019

S C Dhamija & Shashi Dhamija ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

8. COMPLAINT NO. 1395 OF 2019

Arvind Kumar Sharma ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)



9. COMPLAINT NO. 2803 OF 2019

Sanjay Singla ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

10.COMPLAINT NO. 133 OF 2020

Randeep Latawa ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

11.COMPLAINT NO. 146 OF 2020

Mamta Gupta ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

12. COMPLAINT NO. 147 OF 2020

Manju Sejpal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

13. COMPLAINT NO. 167 OF 2020

Ajay Narwal and Smt. Mani Narwal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)



14.COMPLAINT NO. 431 OF 2020

Pankaj Kumar Bansal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

15.COMPLAINT NO. 432 OF 2020

Pankaj Kumar Bansal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

16.COMPLAINT NO. 434 OF 2020

Pankaj Kumar Bansal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

17.COMPLAINT NO. 435 OF 2020

Manish Jindal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

18.COMPLAINT NO. 444 OF 2020

Maa Vaishnu Stock and Securities Ltd. ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)



19.COMPLAINT NO. 445 OF 2020

Maa Vaishnu Stock and Securities Ltd. ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

20.COMPLAINT NO. 446 OF 2020

Maa Vaishnu Stock and Securities Ltd. ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

21.COMPLAINT NO. 457 OF 2020

Prem Pal Singh and Avtansh Singh ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

22.COMPLAINT NO. 391 OF 2020

Punam Mahajan ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

23. COMPLAINT NO. 579 OF 2020

Umesh Bassi and Rakesh Sobti and Vijay Kumar ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)



24. COMPLAINT NO. 1086 OF 2020

Sachit Gupta & Vijesh Kumar Gupta ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

25. COMPLAINT NO. 1089 OF 2020

Rajni Singla & Ashwani Kumar Singla ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

26. COMPLAINT NO. 1091 OF 2020

Amrish Kumar Bansal & Mrs. Vandna ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

27. COMPLAINT NO. 1092 OF 2020

Sunil Ghai ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

28. COMPLAINT NO. 1093 OF 2020

Poonam Rampal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)



29. COMPLAINT NO. 1106 OF 2020

Major Pinto Pandit & Dr. Sangeeta Pandit ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

30. COMPLAINT NO. 1111 OF 2020

Seema Gupta through Shakti Sharn Dass ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

31. COMPLAINT NO. 1112 OF 2020

Manoj Kumar through SPA Shakti Sharn Dass ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

32. COMPLAINT NO. 1118 OF 2020

Mohanjit Singh ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

33. COMPLAINT NO. 1133 OF 2020

Suresh Mittal ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

34.COMPLAINT NO. 1151 OF 2020

Surdesh Pal Rana ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

35.COMPLAINT NO. 1192 OF 2020

Pardeep Singh ...COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd.RESPONDENT(S)

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

Date of Hearing: 06.01.2021

Hearing: **13th** in complaint nos. 839, 809, 840,889,842,829,1395 of
 2019
 10th in complaint no.923 of 2019
 8th in complaint no.2803 of 2019
 7th in complaint no.133 of 2020
 4th in complaint nos.146,147,167 of 2020

Complaint nos. 839, 809, 840,889,842,829,923,1395,2803 of 2019, 133, 146, 147, 167, 391, 579, 446, 434, 457, 432, 431, 445, 435, 444, 1086,1089,1091,1092,1093, 1106,1111,1112,1118,1133,1151, 1192 of 2020

5th in complaint nos. 446, 434, 457, 432, 431, 445, 435, 444, 579, 391 of 2020

3rd in in complaint nos. 1086, 1089,1091,1092,1093, 1106,1111,1112,1118,1133,1151, 1192 of 2020

Present: -

Mr. Vishal Madaan, Counsel for the complainants
(in Complaint nos. 839,829,840,842,889, 923,1395,2803 of 2019, 133,167,391, 1086, 1089,1091,1092,1093,1106,1111,1112,1118,1133, 1151, 1192 of 2020)

Mr. Ashok Malhotra, Counsel for the complainants
(in Complaint nos. 146,147,431,432,434,435, 444,445,579 of 2020)

Mr. Tarun Gupta, Counsel for the respondent
(through video conference)

ORDER (ANIL KUMAR PANWAR-MEMBER)

1. All the above captioned complaints are taken up together as the issues involved herein are similar and against the same respondent. Facts of complaint case no.839 of 2019 titled as Jyotsna Leekha Versus M/s Samar Estate Pvt Ltd. are taken as lead case.

2. Present complaints have been filed for execution of orders passed by this Authority in favour of complainants wherein some of the cases were disposed of on the basis of settlement mutually agreed upon between the parties and the respondent was directed to hand over possession to the

complainants by 31.03.2019 along with delay interest failing which he was made liable to refund the amount paid by the complainants along with interest and in other cases refund order was passed in favour of complainants.

They were all bunched together because the nature of the grievances and likely reliefs in all the matters was similar.

3. This matter has been heard twelve times. It is observed that the respondent has not complied with orders till date in as much as he has neither delivered possession nor has refunded the amounts to the complainants even though the orders were passed in August 2018 and October 2019. No justifiable cause for non-implementation of orders has been brought to the notice of the Authority.

Therefore, vide order dated 12.11.2020, it was ordered to issue show cause notice under order 21 Rule 37 of CPC against Directors of respondent company as to why they should not be sent to civil imprisonment for not complying with the orders of the Authority. After calculation of the due interest by the Authority in each case, show cause notices in twenty-three matters were sent to the respondents between 03.12.2020 to 07.12.2020 and the total amount payable to the complainants works out as follows:



Complaint nos. 839, 809, 840,889,842,829,923,1395,2803 of 2019, 133, 146, 147, 167, 391, 579, 446, 434, 457, 432, 431, 445, 435, 444, 1086,1089,1091,1092,1093, 1106,1111,1112,1118,1133,1151, 1192 of 2020

S.No.	Complaint no	Principal Amount	Interest Accrued till 12.11.2020 @9.30%	Total Amount
1.	839 of 2019	₹61,39,755/-	₹47,06,978/-	₹1,08,46,733/-
2.	809 of 2019	₹61,49,131/-	₹47,03,927/-	₹1,08,53,058/-
3.	840 of 2019	₹44,85,350/-	₹45,00,040/-	₹89,85,390/-
4.	889 of 2019	₹53,96,971/-	₹41,28,296/-	₹95,70,267/-
5.	842 of 2019	₹32,63,033/-	₹38,29,303/-	₹70,92,336/-
6.	829 of 2019	₹62,59,746/-	₹45,39,967/-	₹1,07,99,713/-
7.	923 of 2019	₹35,91,700/-	₹40,71,454/-	₹76,63,154/-
8.	1395 of 2019	₹32,97,248/-	₹36,64,822/-	₹69,62,070/-
9.	2803 of 2019	₹16,92,500/-	₹14,59,928/-	₹31,52,428/-
10.	133 of 2020	₹50,27,000/-	₹48,66,317/-	₹98,93,317/-
11.	146 of 2020	₹36,55,000/-	₹40,97,447/-	₹77,52,447/-
12.	147 of 2020	₹15,00,000/-	₹10,75,566/-	₹25,75,566/-
13.	167 of 2020	₹36,68,000/-	₹40,63,950/-	₹77,31,950/-
14.	391 of 2020	₹66,07,221/-	₹48,12,281/-	₹1,14,19,502/-
15.	579 of 2020	₹48,14,233/-	₹35,34,749/-	₹83,48,982/-
16.	446 of 2020	₹24,92,500/-	₹20,04,235/-	₹44,96,735/-
17.	434 of 2020	₹32,42,500/-	₹25,63,072/-	₹58,05,572/-
18.	457 of 2020	₹67,65,899/-	₹50,24,102/-	₹1,17,90,001/-

19.	431 of 2020	₹30,42,500/-	₹24,19,125/-	₹54,61,625/-
20.	432 of 2020	₹40,71,868/-	₹33,29,930/-	₹74,01,798/-
21.	435 of 2020	₹48,86,834/-	₹39,02,585/-	₹87,89,419/-
22.	445 of 2020	₹39,42,500/-	₹30,55,754/-	₹69,98,254/-
23.	444 of 2020	₹39,42,500/-	₹30,54,894/-	₹69,97,394/-

After that, this matter has been heard two times, but no reply has been filed till date. Shri Tarun Gupta, learned counsel appearing for the respondent has moved an application for extension of time for compliance of order dated 12.11.2020 and 17.12.2020 on following grounds:

(i) The respondent Shri Vinod Bagai was hospitalised due to acute haemorrhagic stroke. After discharge, he is advised complete bed rest as he is not able to work due to paralysis in right side of the body. In support of his contention a medical certificate issued by Alchemist Hospital, Panchkula and is advised to continue bed rest for one month.

(ii) Other Director Sh. Virender Bagai is not able to sign reply as he is not well versed with the technical aspects of the project. Counsel for the respondent for the aforesaid reason sought adjournment to file a reply to the said show cause notice.

3. Learned counsel for the complainants and other complainants requests the Authority to do forensic audit of the respondent company to ascertain whether any funds have been siphoned off by the Directors of the company or not and personal properties of the respondent may be attached for satisfaction of the decree of this court.

Learned counsels for the complainants stated that the respondents are making delaying tactics only. They pressed for issuing arrest warrants against the Directors of the respondent company.

4. A comprehensive view about the project was taken as well as the problems being faced by the complainants were analysed by the Authority in order dated 30.04.2019 passed in complaint no.865 of 2019 titled as Mamta Gupta Versus M/s Samar Estate Pvt Ltd, operative part of which is reproduced below:

1. ***

2. ***

3. ***

4. The Authority has gone through the written as well as oral submissions of both the parties. It has also gone through the information submitted by the respondent company at the time of seeking registration of their project with this Authority. It observes and orders as follows: -

(i) Admittedly, the complainant had booked the apartment in the year 2006 and has paid entire consideration amount to the respondent by July 2010. Flat-buyer

agreement was executed in June 2007. Clause 32 of the agreement stipulates that possession will be offered within 24 months from the date of commencement of construction. Since the date of commencement of construction cannot be precisely determined, reasonable interpretation of given circumstances would dictate that the apartment should have been completed within 2-3 years of receipt of substantial amount of money from the complainants. If the apartment was not to be completed within a reasonable period of receipt of substantial money, there was no justification for raising demands and taking money from the complainants. More than 30% payment had been received by May 2008 and more than 60% payment had been received by June 2009. Accordingly, it is reasonable to assume that the apartment should have been completed by 2011. For having not completed the project and not handing over possession to the complainant, the respondents have committed breach of the agreement made between the parties.

(ii) Now it is middle of year 2019. If 2011 is taken as the year by which the possession should have been offered, more than 8 years delay has already been caused. Even now the apartments are not complete and, as the facts narrated below would reveal, it is not likely to be completed in near future. The allottees cannot be made to wait endlessly. Accordingly, they deserve to be granted the desired relief of refund of the money paid by them along with interest provided in Rule 15 of HRERA Rules.

(iii) The respondents have got their project registered with this Authority vide Registration No. HRERA-PKL-PKL-54-2018, dated 05.10.2018. In their application for registration, it has been declared by the



respondents that Phase-I of the project i.e. towers I,O,P,Q,R and tower U will be completed by December 2018, Phase-II of the project i.e. towers E,F,G,H,J,K,S,T and tower U,W,X will be completed by March 2019 and the remaining towers by December 2019. For completing the project by the due dates, the respondent had to mobilise sufficient financial resources, manpower and machinery well in time.

(vi) A large number of complaints have been received against this project of the respondents by the Authority. In complaint case No.635 of 2018 Maa Vaishno Stocks & Security Ltd. versus Vinod Bagai, a direction was given to the promoter to organise a meeting of all the allottees of the project. Two senior officers Shri Arvind Mehtani, Chief Town Planner and Shri K.L.Kapoor, Budget & Finance Officer of the Authority were deputed to oversee the proceedings of the meeting of the respondent with the allottees. The meeting was held on 09.03.2019 at 11.00 AM. It has been reported by the officers of the Authority who oversaw the meeting that there was no construction material at the site and no labour undertaking construction works. Relevant portion of the report is reproduced below:

It is also informed that the project is registered with HRERA, Panchkula vide registration No. HRERA-PKL-PKL-54-2018 dated 5.10.2018 and the promoter had made a commitment to complete Phase-1 (i.e. Towers I,O,P,Q,R and Tower U(EWS) by December'2018 , Phase-2 comprising of Towers E,F,G,H,J,K,S,T and Tower V,W,X (EWS) by March'2019 and the remaining phase by December, 2019.

It is also informed that as per the directions of the Authority the promoter has uploaded the information relating to the statement of accounts of each allottee containing therein the total sale consideration, the amount received and the balance amount to be received, but the allottees were not satisfied with their balance due since the promoter had not uploaded the delayed possession compensation of their booked apartments. As per the information computed from the record about 107 allottees have paid more than 80% of the sale consideration and were in plus balance as informed by Mr. Bagai (sale consideration + DPC) and about 60 allottees have paid between 80-50%. It is also informed that the promoter had not prepared any detailed agenda for the meeting especially with regard to the recommencement of the construction activity.

The promoter kept insisting that he will be able to undertake construction if the allottees pay their instalments, whereas the allottees kept insisting for the possession of their flats and the payment relating to Delayed possession compensation of their booked apartments. They were also agitated that the agreements executed by the promoter are not being honoured and he was not paying the delayed compensation to all the allottees as per the terms and conditions of the Agreement. The promoter informed that he was ready for any forensic Audit. The allottees were also agitated that the promoter has also not paid compensation to the allottees where the Authority had directed the promoter to do so.

The promoter informed the allottees that he will be able to deliver phase-1 of the project by September ,2019 and Phase-2 by



March,2020 if the instalments are paid by the allottees in time and will invest 25 crores from his own sources. The allottees also raised the issue as to why the promoter has undertaken the construction of all the flats/apartments and exhausted all the amount collected whereas only half the apartments were booked/sold. The allottees also wanted to know the fate of those who have paid almost the entire due amount.

The allottees also raised the issue that the promoter has diverted the amount collected from the flat buyers to other projects. They also raised the issue of interest on delayed payment. The allottees also disputed the due amount of Rs. 166.32 crores from the allottees and raised the issue of 10% fictitious booking.

It is also informed that there was no construction material at site and no labour undertaking construction.

(v) From the afore-mentioned facts, it is concluded that construction work of the project has not been recommenced. The respondent is pleading financial difficulties on account of non-payment by the allottees as the reason for not starting construction works. The allottees have lost confidence in the respondent on account of severe delay caused in completing the project. Large number of allottees have paid entire consideration amount but still their apartments are not complete. Learned counsel for the respondent argued that the respondent has invested much more money than the money collected from the allottees. Now on account of severe delay in completion of the project huge amount of compensation has become payable to the allottees. The allottees desire that they will



make payment only after they are given credit on account of delay compensation which has become payable to them. Further, they have no confidence in the capacity and intention of the promoter to complete the project. The project surely is facing huge cash flow constraint.

(vi) The aforesaid facts lead to an unmistakable conclusion that the respondents are not in a position to complete the project. They are making non-serious assurances to the Authority as well as to the allottees. During last one year i.e. after getting their project registered with the Authority, no construction work at all has taken-place.

Since the project has already been delayed by more than 8-9 years, now the existing as well as future buyers have lost confidence in the respondent/promoter. It is well understandable that the existing allottees will not like to sink more money in the project without credible action being demonstrated on the ground by the respondent. Contrary to assurances the respondent has not laid even a single brick in last one year. The respondents had declared before this Authority that possession of six towers would be handed over in December 2018 and another eight towers by March 2019. Contrary to their declarations nothing at all has been done even after lapse of one year. Now, the respondents are demanding more time, which appears only a ploy to gain more time.

(vii) The Authority observes that for all practical purposes this is a failed project. The Authority cannot force the complainant to wait endlessly.

(viii) This Authority has been created by the Legislature to regulate the real estate sector. For regulation of the real estate all the promoters of the new as well as on-going

projects are obliged to register their projects with the Authority. The Authority is supposed to monitor the progress of the projects with an aim to protect the interest of the allottees and also to remove difficulties faced by the promoters of the project.

In the process of regulation of the real estate sector and of individuals projects, the Authority also resolve grievances of the individuals against the projects and the project promoters.

Under Section 34(f) of the RERA Act, the Authority is obliged “ **to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder**”.

According to the Cambridge Dictionary the meaning of the word regulation is “to control something especially by making it work in a particular way”. The ordinary meaning of the expression “regulate” would mean that the Authority is empowered to monitor its progress, issue appropriate instructions from time to time so as to steer the project in the desired direction with a principal objective to allow the growth and development of this vital sector of economy and to protect the interest of prospective existing and future allottees of the project.

(ix) The entire record relating to the project of the respondents has been examined. It is observed that this is a huge project comprised of twenty-four towers with 925 apartments out of which 464 apartments has already been allotted and 461 apartments remains to be allotted to the future allottees. As per the information given in the application for registration, the total cost of the project 342.56 Cr against which 208.13 Cr has

already been invested. However, Rs. 94.26 Cr has been collected from the allottees. Accordingly, promoters appear to have invested more money than has been collected from the allottees.

As observed earlier also, the allottees have lost confidence in this project. Out of 464 allottees 54 allottees are before this Authority as complainants.

It is relevant to mention that when this Authority initially started functioning in March,2018, approximately 25 complaints were received against the project, out of which 8 complaints were settled outside the court on the basis of the assurances given by the respondents that certain amount of compensation will be paid by them to the complainant allottees and the project would be completed by December 2018 failing which the money paid by the complainants shall be refunded.

(x) Now execution complaints have been filed against the respondents for execution of the out of the court settlement between the parties. The complainant states that neither full payment has been made to them as assured by the respondents nor any construction work has been undertaken for handing over possession to them by December 2018. Since, no construction work whatsoever has been done in last one year, there is no hope that the respondents will at all be in a position to complete the project.

(xi) After going through the assurances made by the respondents before the Authority at the time of seeking registration of their project, the Authority is duty bound to issue a notice to respondents for cancellation of their registration and for initiation of the proceedings under Section 8 of the RERA Act for exploring the possibility of getting the



project completed in any other manner or by the Association of Allottees.

(xii) The Authority at this juncture also realises that mere order of refund of money paid by the complainants to the respondents will not be an effective remedy because the respondents does not have financial resources to refund the money. The Authority also realises that order of refund in one case will become a precedent for all other cases and similar order of refund will have to be made in respect of all the complainants. This will surely have cascading effect and entire group of allottees may demand refund of their money and such orders of refund are unlikely to be executed keeping in view the financial position of the respondents.

5. In the light of foregoing discussions, an appropriate solution will have to be found. The appropriate solution appears to be that first of all the allottees of the project may be asked by way of a public notice to form an association for taking over of the project. Simultaneously, consultations will have to be undertaken with the State Government for exploring the possibility of taking over the project. The Authority is of the view that this project should be taken over by one of the State government agencies for completion at the risk and cost of the respondents.

Even though during the course of hearings of this complaint No.865 of 2019, the Authority had disclosed its mind that the money paid by the complainants shall be refunded along with interest, however, on examination of all the facts relating to the projects it finds that ordering refund of the money to one complainant may jeopardise the entire project as well as the interest of the entire class of allottees. The Authority



therefore, decides to explore the alternative remedy of either handing over the project to a State Government agency or to the association of allottees.

The registry is directed to club all the matters including complaints as well as execution proceedings relating to the project of the respondents and list them together for hearing. After the hearing, the authority proposes to issue a public notice that all the complainants as well as non-complainants allottees may submit their willingness to be a part of the association. If they are not able to form an association, consultation will be held with the State Government for taking over the project for completion at its own level at the risk and cost of the respondents.

6. Keeping in view the facts and circumstances of the case, to protect the interest of the complainant and non-complainant allottees, the Authority deems it appropriate to order that the respondent company will not dispose of its any moveable or immovable assets. Similarly, directors of the company are debarred from alienating any of their personal property till further orders. All the moveable and immovable assets of the respondents shall be used for meeting financial requirements of the project or other claims of the allottees.

The complainant may present this order before any appropriate Authority dealing with sale, transfer, disposal of the assets of the respondent company and its directors and seek the implementation of these orders.

7. ***



5. Show cause notice under Order 21 Rule 37 of CPC has already been issued against the respondents in all cases, but no reply has been filed by respondent till date. Learned counsel for respondent again sought time to file reply. The Authority observed that the project has neither been completed nor is likely to be completed because of mismanagement and severe defaults on the part of the respondents. Instead of issuing arrest warrant, the Authority decides to explore alternative remedy to satisfy the decree holders/complainants. So, the Authority in exercise of powers conferred on it under Section 40 of The Real Estate (Regulation and Development) Act, 2016 and Rule 27 of Haryana Real Estate (Regulation and Development) Rules, 2017, for recovering the amount payable under order passed by it as arrears of land revenue and for executing such orders as decree of the civil court, decides to recover the amounts payable to the complainants, as reflected in the table reproduced in para 3 of this order, as arrears of land revenue. So, it is ordered that a certificate for the amounts payable to the complainants be issued to the concerned District collector and the said Collector shall proceed to recover the same in the same manner as arrears of land revenue. Copy of this order be also supplied ^{to} each complainant so that they may prosecute the recovery proceedings before Collector. Necessary action be taken accordingly.



Complaint nos. 839, 809, 840,889,842,829,923,1395,2803 of 2019, 133, 146, 147, 167, 391, 579, 446, 434, 457, 432, 431, 445, 435, 444, 1086,1089,1091,1092,1093, 1106,1111,1112,1118,1133,1151, 1192 of 2020

6. Cases are **disposed of** in above terms. Files be consigned to record room.



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RAJAN GUPTA
[CHAIRMAN]



.....
ANIL KUMAR PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]