

PROCEEDINGS OF THE DAY

Day and Date	Wednesday and 06.02.2019
Complaint No.	1231/2018 Case Titled As Mr. Rajdeep Sharma & Tejender Kumar V/S M/S Imperia Wishfield Private Limited
Complainant	Mr. Rajdeep Sharma & Tejender Kumar
Represented through	Complainant No.1 in person with Shri Parikshit Kumar, Advocate for the complainant
Respondent	M/S Imperia Wishfield Private Limited
Respondent Represented through	Shri Rohit Sharma, authorized representative on behalf of respondent-company with S/Shri J.K. Dang and Ishaan Dang, Advocates for the respondent.
Last date of hearing	30.1.2019
Proceeding Recorded by	Naresh Kumari & S.L.Chanana

Proceedings

Respondent has applied online for registration.

Arguments heard.

Report of Local Commissioner dated 30.1.2019 has been received and the same has been placed on record. The operative part of report of Local Commissioner is as under:-

“For project ‘ELVEDOR’ o 2.00 acres land being developed by M/s Imperia Wishfield Pvt Ltd.

Since the estimated cost and expenditure incurred figures are available for the project ‘ELVEDOR’ being developed by M/s Imperia Wishfield Pvt. Ltd the overall progress of the project ‘ELVEDOR’ has been assessed on the basis of expenditure incurred and actual work done at site on 24.1.2019. Keeping in

view above facts and figures, it is reported that the work has been completed with respect to financially is 42.20% whereas the work has been completed physically is about 30% approximately.

For project '37th AVENUE on 4.00 acres land being developed by M/s Imperia Wishfield Pvt. Ltd.

Since the estimate cost and expenditure incurred figures are available for the project '37th AVENUE' being developed by M/s Imperia Wishfield Pvt. Ltd. The overall progress of the project '37th AVENUE' has been assessed on the basis of expenditure incurred and actual work done at site on 24.01.2019. Keeping in view above facts and figures, it is reported that the work has been completed with respect to financially is 15.70% whereas the work has been completed physically is about 5% approximately".

Counsel for the respondent has raised certain controversial issues w.r.t. ownership of the land which is in the name of Devi Ram who had entered into an agreement with Prime IT Solutions Pvt.Ltd and thereafter Prime IT Solutions Pvt.Ltd has entered into an agreement to develop the project with M/S Imperia Wishfield Pvt. Ltd.

There were certain legal wranglings inter-se all the three parties mentioned above. However, vide judgment dated 21.1.2016 passed in civil suit No.149 SK by Shri Sanjeev Kajla, Civil Judge, Gurgaon, the matter has been settled inter-se all the three parties and as a matter of fact entries w.r.t. land dispute have been correctly entered in the mutation and jamabandi record, as such there is no dispute w.r.t. ownership of land.

The homebuyer has entered into a BBA with M/s Imperia Wishfield Pvt. Ltd. on 2.12.2013 and the possession was to be handed over to the complainant within a period of 60 months which comes out to be 1.12.2018. As such, the complainant is entitled to get interest for the delayed period @ 10.75% per annum w.e.f. 1.12.2018 as per the provisions of section

18 (1) of the Real Estate (Regulation & Development) Act, 2016 till offer of possession.

It has been averred by counsel for the respondent that they have applied for transfer of licence with DTCP and registration of project with RERA authority. As per the registration application, the revised date of delivery of possession is March 2020.

The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and thereafter monthly payment of interest till offer of possession shall be paid before 10th of subsequent month.

The respondent is directed to adjust the payment of delayed possession charges towards dues from the complainant, if any.

Complaint stands disposed of. Detailed order will follow. File be consigned to the registry.

Samir Kumar
(Member)
6.2.2019

Subhash Chander Kush
(Member)

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

**Complaint no. : 1231 of
2018**
First date of hearing: 30.01.2019
Date of decision : 06.02.2019

1. Mr. Rajdeep Sharma
 2. Mr. Tejender Kumar
- Both r/o 5 A. Friends colony, Jharsa road, **Complainants**
Gurugram, Haryana: 125001.

Versus

M/s Imperia Wishfield Pvt Ltd.
Registered office at A-25, Mohan Cooperative
Industrial Estate,
Mathura Road, New Delhi. **Respondent**

CORAM:

Shri Samir Kumar **Member**
Shri Subhash Chander Kush **Member**

APPEARANCE:

Mr. Rajdeep Sharma Complainant no 1 in person
Shri Parikshit Kumar Advocate for complainants
Shri Rohit Sharma Authorised representative on
behalf of respondent company
Shri J.K Dang and Shri Ishaan Dang Advocates for respondent
Dang



ORDER

1. A complaint dated 16.10.2018 was filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainants Mr Jitender Kumar and Mr. Tejender Kumar against the respondent promoter M/s Imperia Wishfield Pvt. Ltd. for not handing over possession by the due date as per studio apartment buyer agreement executed on 02.12.2013 in respect of apartment described as below in the project "Elvedor" which is an obligation of the promoter under section 11(4)(a) of the Act *ibid*.
2. Since, the studio apartment buyer agreement has been executed on 02.12.2013 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal proceedings cannot be initiated retrospectively. Hence, the authority has decided to treat the present complaint as an application for non compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016.



3. The particulars of the complaint case are as under: -

Nature of project: Commercial

DTCP License no: 47 of 2012 dated 12.05.2012

Valid up to: 11.05.2016

License holder- M/s Prime IT Solutions Pvt. Ltd.

1.	Name and location of the project	Elvedor, Sector 37C, Gurugram
2.	RERA registered/ Unregistered	Not registered
3.	Apartment/unit no.	6-A06, 6 th floor
4.	Apartment measuring	659 sq. ft.
5.	Date of execution of studio apartment buyer's agreement	02.12.2013
6.	Payment plan Page 89	Construction linked
7.	Total consideration as per clause 1 of the agreement	Rs. 42,21,753/-
8.	Total consideration paid by complainants till date as alleged by the complainant	Rs. 35,44,571/-
9.	Date of delivery of possession as per clause 11(a) of studio apartment buyer agreement: within 60 months from the date of agreement from the date of agreement	01.12.2018
10.	Delay till date	Approx. 2 months 4 days
11.	Penalty as per clause 14 of studio apartment buyers agreement	Rs. 20/- per sq. ft. of super area per month



4. The details provided above have been checked on the basis of record available in the case file which has been provided by

the complainants and the respondent. A studio apartment buyer agreement is available on record for the aforesaid apartment according to which the possession of the same was to be delivered by 02.12.2018.

5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and appearance. The reply filed on behalf of the respondent has been perused.

FACTS OF THE COMPLAINT:

6. Mr. Vinay Kumar and Mrs. Meeta Kumar (hereinafter referred to as “first transferor”) vide an application applied for allotment of one studio apartment in the project namely “Elvedor” having super area of 625 sq. ft. of the project. The first transferor was required to remit payments in accordance with a construction linked plan as set out therein.
7. The first transferors paid an amount of Rs. 3,00,000/- vide cheque bearing no. 781785 drawn on Standard Chartered Bank vide dated 28.03.2012. Pursuant to this payment, the respondent issued a receipt dated 07.08.2012.



8. On receipt of the amount as stated above, the respondent issued a welcome letter dated 31.07.2012 wherein the respondent acknowledged the first transferors as customers for a studio apartment admeasuring 659 sq. ft. in the project.
9. The respondent also issued a demand letter dated 31.07.2012 calling upon the first transferors to pay a further sum of Rs. 5,44,109/- in terms of the payment plan.
10. The first transferors paid the said amount vide three cheques, bearing no. 781786 drawn on Standard Chartered Bank for a sum of Rs. 3, 00,000/- dated 06.07.2012, 781787 drawn on Standard Chartered Bank for a sum of Rs. 2, 45,000 /- dated 19.09.2012 and Rs. 2,05,780 drawn on HSBC, Gurugram for a sum of Rs 6,700/- vide dated 01.04.2013.
11. The respondent issued three receipts dated, 23.08.2012 (printed on 14.09.2012), 21.09.2012 (printed on 28.09.2012) and 02.03.2013 (printed on 09.04.2013) acknowledging receipt of the amount.
12. The allotment was transferred from the first transferor to the present complainants herein. The same was approved and



endorsed by the respondent. The present complainants also vide an application reapplied for allotment of the same one studio apartment in the project namely "Elvedor" now having super area of 659 sq. ft.

13. The respondent thereafter issued a demand letter dated 07.10.2013 raising a fresh demand at the start of excavation for a sum of Rs. 3,28,546/-
14. The respondent informed the complainants that construction is being commenced on the project and that bhumi poojan has been completed on 07.10.2013.
15. The complainants made the payment with respect to the demand notice dated 07.10.2013 which was duly acknowledged by the respondent.
16. Respondent vide their letter dated 06.11.2013 supplied a copy of the studio apartment buyers agreement. As per the buyers agreement, the possession was to be provided in 60 months from the date of the agreement. However, as is later narrated, the respondent did not have a DTCP license for the said project and hence even the execution of the agreement



as also an agreement for handing over of possession amounted to “unfair trade practice”.

17. Upon execution of the studio apartment buyers agreement, the respondent issued several demand letters purportedly as per the stage of construction and the complainants continued to make payments in respect of the same as evidenced by various receipts issued during the contemporaneous period

18. It is pertinent to note that as per the receipts and demand letters, the respondent had represented that construction had carried on till 15th floor and by June 2016 and the complainants had made substantial payments towards the said allotment to the tune of Rs. 35,44,571/- as against the agreed amount Rs. 42,21,753/-. However, from the year 2016 up till date, the respondent did not carry out any construction whatsoever.

19. When the construction halted for a period of 2 years, the complainants started making enquiries and it was discovered that the respondent did not have the requisite licenses to undertake construction. A license/letter of intent was issued in favour of Prime IT Solutions Private Limited (and not the



Respondent) on 24.05.2011.. As such the representations in the studio apartment buyers agreement were found to be incorrect, complainants further undertook enquiries on the status of license bearing No. 47 of 2012 (as specified in the studio apartment buyer agreement) issued in favour of the Prime IT Solutions on 12.05.2012 and it was discovered that the license has expired on 11.05.2016 itself. This essential fact was also actively suppressed.

20. The complainants further became aware that in order to enforce its purported rights against Prime IT Solutions and other land owners, the respondent filed a civil suit before the Ld. Civil Judge (Jr. Division) wherein a compromise was executed between the parties to the suit. Pursuant to such compromise dated 12.01.2016 and a compromise decree dated 21.01.2016, the respondent presumably has acquired rights in respect of the project land. However, it is evident, the respondent still does not have the requisite sanction from the concerned authorities to undertake construction over the lands since the approval/license was issued only in the name of Prime IT Solutions and not the respondent. As such the



construction is not sanctioned and this fact has been actively concealed by the respondent for almost 6 years.

21. Even after expiry of 6 years from the date of booking, till date only a rudimentary structure of one out of the several building forming part of the project has been erected on the project land which is incapable of possession. Additionally, there is no other development on the project land for last two years and the construction activities have been stopped since 2016. Hence, the present complaint.

ISSUES RAISED BY THE COMPLAINANTS:

22. The following issues have been raised by the complainants:
- Whether the respondent has misrepresented to the complainants that it has the necessary sanctions and approvals in place to undertake construction of the proposed project?
 - Whether the respondent has abandoned the project and consequently is liable to refund the amounts along with interest to the complainants?



- c. Whether the respondent has failed to provide possession of the unit in question without any reasonable justification?
- d. Whether the respondent has undertaken construction of the proposed project in accordance with any sanctioned plans which have been duly approved?
- e. Whether the respondent has any authority to undertake construction or sale of the project in question at the time of receiving booking amount or instalments from the complainants?

RELIEF SOUGHT BY THE COMPLAINANTS:

23. The complainants are seeking the following reliefs:
 - i. Pass appropriate directions to the respondent directing a refund of the amount of Rs. 35,44,571/- paid by the complainants to the respondent.
 - ii. Pass appropriate directions directing the respondent to pay interest at the rate of 18% p.a. or at such rates as may be prescribed on the amount of Rs. 35,44,571/- from the date of deposit till the date of actual receipt;



- iii. Pass any other order as this hon'ble authority may deem fit in the interest of justice.

RESPONDENT'S REPLY:

24. That the present complaint, filed by the complainants, is absolutely frivolous, misconceived, mala fide and an abuse of the process of this hon'ble authority.
25. That the complainants have failed to approach this hon'ble authority with clean hands lacks bonafide intents and suppressed material facts.
26. That the present complaint has been filed by the complainants with a mala fide intention with a view to force the respondent to accede to the whims and fancies of the complainant.
27. It is submitted that the complainants are investors who has made investment in the esteemed project namely "Esfara Elvedor" located at Sector 37C Gurugram Haryana.



Accordingly, the complainants were allotted unit bearing no.3_A12 admeasuring (436 sq. ft/40.51 sq. mtrs

28.). The complainants had opted for construction linked payment plan and had till date paid an amount only of Rs. 35,44,571/- against the said unit.

29. That despite being fully aware of the status of the project and the reasons for delay that being beyond the control of the respondent, the complainants herein filed present complaint and the same is based on absolutely concocted and misconceived statements.

30. That it is humbly submitted that Prime IT Solutions Pvt. Ltd., had entered into a development agreement dated 06.1.2011 duly registered bearing registration no. 25,315 in book no. 1, volume 12,981 on page no. 102 with Shri Ratan Singh & Shri Mahipal both son of Shri Sohan Lal, Shri Hari Kishan, Shri Rajpal & Shri Shiv Charan both son of Shri Mangtu & Mrs. Nirmala Devi W/o Shri Kanwal Singh for development of a commercial colony upon the aforesaid land holding.



31. That in furtherance of the aforesaid development agreement, an application for grant of license to develop a commercial colony over the aforesaid land holding had been submitted by the M/s Prime IT Solutions Pvt. Ltd. and Director General, Town and Country Planning Haryana, Chandigarh commercial complex/ colony on the project land. Later, M/ s Prime IT Solutions Pvt. Ltd. and developer executed a term sheet which took the shape of the collaboration agreement. Further, a general power of attorney was also executed by M/s Prime IT Solutions Pvt. Ltd. in favour of developer whereby the M/s Prime Solutions Pvt. Ltd. has agreed to sell, transfer and convey the said property in favour of Imperia Wishfield Pvt. Ltd. and said general power of attorney is registered on 19.03.2013.

32. That the respondent had obtained all necessary permissions and sanctions for the commercial project to be developed at Sector 37 C Gurugram Haryana. The respondent has granted letter of intent for setting up a commercial colony on 24.05.2011 and subsequently the



license no. 47 of 2012 and license no. 51 of 2012 was granted on 12.05.2012 and 17.05.2012.

33. Thereafter, the respondent applied for environment clearance vide application dated 06.11.2012 and was granted the environment clearance for the construction of the said project. Further the Directorate of Town and Country Planning sanctioned the building plan and other necessary permissions such as clearance. Furthermore NOC for height clearance from Airports Authority of India was also obtained.

34. That thereafter the respondent filed a suit bearing no 149SK titled as Imperia Wishfield Private Limited versus Prime IT Solutions Private Limited and others, whereby seeking the relief of declaration along with the consequential relief of permanent injunction against the Prime IT Solutions Pvt. Ltd and others bhumidar of land in question namely, Sh. Rattan Singh and Mahipal both sons of Sohan Lal, Hari Kishan son of Ganesh, Rajpal and Shiv Chf.tran both son of Mangtu and Smt. Nirmala Devi wife of Kawan Singh.



35. The hon'ble court of Sh. Sanjeev Kalja, Ld. Civil Judge (Jr. Division) passed the judgment in terms of the compromise deed and issued the direction to prepare the decree sheet That in the terms of the decree sheet judgment and sanctioning of mutation no. 2117 for transfer of the ownership of project land to Imperia Wishfield Pvt. Ltd., which was declared the owner of the property in question.

36. That it is humbly submitted that by virtue of acts in law, the above permissions, agreements and court decree, Imperia Wishfield Pvt. Ltd. have the absolute right to market, sell, allot plots, receive monies, give receipts, execute conveyance, other documents, etc. and, as such, Imperia Wishfield Pvt. Ltd. became competent to enter into agreements.

37. That it is submitted that the construction at the site is being done in phases and is going in full swing. It is further humbly submitted that any delay in delivering the possession to the complainants cannot be attributed upon the



respondent due to force majeure events, which were beyond the control of the respondent.

38. That it is humbly submitted that the complainants and the respondent are bound by the terms and conditions of the application form and therefore the dispute if any falls within the ambit of a civil dispute and all other allegations levelled by the complainants are false and baseless.

39. That the respondent cannot be held liable for any cost or damages/interest due to delay in obtaining regulatory compliances from various authorities and for any default on the part of the complainants themselves.

40. That the complaint filed by the complainants is merely a tactic to harass the respondent as the complainants were duly informed from time to time regarding the status of the project.

41. It is submitted that the respondent has already invested the entire sum of money received by the respondent towards the said unit in the construction of the said project.



Therefore, not in the position to refund the same to the complainant.

42. It would be pertinent to mention here that the due to the sudden fall in the real estate market, the complainants is willing to withdraw themselves from the said project.

DETERMINATION OF ISSUES:

43. After considering the facts submitted by the complainants, reply by the respondent and perusal of record on file, the issues wise findings of the authority are as under:

- i. In respect of **first issue** raised by the complainants, complainants have failed to furnish any concrete proof in order to establish any misrepresentation on the part of the respondent regarding necessary sanctions and approvals in order to carry out construction. Thus, this issue is decided in negative.
- ii. In respect of **second issue** raised by the complainants, as per the report of the local commissioner, the project is 42.20% financially completed and 30% of physical work has been completed. Therefore, refund cannot be allowed at present stage.



iii. In respect of **third issue** raised by the complainants, the authority came across that as per clause 11(a) of studio apartment buyer agreement, the possession of the said apartment was to be handed over within 60 months from the date of execution of agreement. The agreement was executed on 02.12.2013. Therefore, the due date of possession shall be computed from 02.12.2013. Accordingly, the due date of possession was 02.12.2018 and the possession has been delayed by one month and seven days till the date of decision. The delay compensation payable by the respondent @ Rs.20/- per sq. ft. per month of the super area of the unit for the period of delay beyond 60 months as per clause 14 of buyer's agreement is held to be very nominal and unjust. The terms of the agreement have been drafted mischievously by the respondent and are completely one sided as also held in para 181 of *Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)*, wherein the Bombay HC bench held that:

"...Agreements entered into with individual purchasers were invariably one sided, standard-



format agreements prepared by the builders/developers and which were overwhelmingly in their favour with unjust clauses on delayed delivery, time for conveyance to the society, obligations to obtain occupation/completion certificate etc. Individual purchasers had no scope or power to negotiate and had to accept these one-sided agreements.”

- iv. In respect of **fourth and fifth issue** raised by the complainants, the complainants have not furnished any documentary proof in order to firmly ascertain whether the construction was carried out in accordance with the sanctioned plans and approvals or whether the respondent, in the first place, had any authority to undertake construction or sale of the project in question. However, it is clear from the records that DTCP license has already expired on 11.05.2016 and it is nowhere stated by the respondent in their reply that they have applied for renewal of said license.



FINDINGS OF THE AUTHORITY:

44. **Jurisdiction of the authority-** The authority has complete jurisdiction to decide the complaint in regard to non-compliance of obligations by the promoter as held in *Simmi*

Sikka V/s M/s EMAAR MGF Land Ltd. leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Department of Town and Country Planning, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District. In the present case, the project in question is situated within the planning area of Gurugram district, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

45. **Report of local commissioner:** The local commissioner was appointed in the project named 'Elvedor' to ascertain the status of the project. In the report, it is submitted that the complainants have applied for commercial unit in the building of commercial colony measuring 2.00 acres approved by DTCP, Chandigarh vide license no. 47 of 2012 dated 12.05.2012 was issued in favour of Prime I.T Solutions Pvt. Ltd. and others in Sector 37-C, Gurugram. Neither license nor building plan was approved by Director General Town &



Country Planning, Haryana, Chandigarh in favour of M/s Imperia Wishfield Pvt. Ltd.

46. That since the estimated cost and expenditure incurred figures are available for the project 'Elvedor' being developed by M/s Imperia Wishfield Pvt. Ltd. The overall progress of the said project has been assessed on the basis of expenditure incurred and actual work done at site on 24.01.2019. Keeping in view above facts and figures, it is reported that the work has been completed with respect to financially is 42.20% whereas the work physically completed is about 30% approximately.

47. Report of local commissioner dated 30.1.2019 has been received and the same has been placed on record. The operative part of report of local commissioner is as under: -

"For project 'ELVEDOR' 2.00 acres land being developed by M/s Imperia Wishfield Pvt Ltd.

Since the estimated cost and expenditure incurred figures are available for the project 'ELVEDOR' being developed by M/s Imperia Wishfield Pvt. Ltd the overall progress of the project 'ELVEDOR' has been assessed on the basis of expenditure incurred and actual work done at site on 24.01.2019. Keeping in view above facts and figures, it is reported that the work has been completed with respect to financially



is 42.20% whereas the work has been completed physically is about 30% approximately.
For project '37th AVENUE on 4.00 acres land being developed by M/s Imperia Wishfield Pvt. Ltd.
Since the estimate cost and expenditure incurred figures are available for the project '37th AVENUE' being developed by M/s Imperia Wishfield Pvt. Ltd.
The overall progress of the project '37th AVENUE' has been assessed on the basis of expenditure incurred and actual work done at site on 24.01.2019. Keeping in view above facts and figures, it is reported that the work has been completed with respect to financially is 15.70% whereas the work has been completed physically is about 5% approximately".

48. Counsel for the respondent has raised certain controversial issues w.r.t. ownership of the land which is in the name of Devi Ram who had entered into an agreement with Prime IT Solutions Pvt. Ltd. and thereafter Prime IT Solutions Pvt. Ltd. has entered into an agreement to develop the project with M/S Imperia Wishfield Pvt. Ltd.

49. There were certain legal wranglings inter-se all the three parties mentioned above. However, vide judgment dated 21.1.2016 passed in civil suit No.149 SK by Shri Sanjeev Kajla, Civil Judge, Gurgaon, the matter has been settled inter-se all the three parties and as a matter of fact entries w.r.t. land dispute have been correctly entered in the mutation and



jamabandi record, as such there is no dispute w.r.t. ownership of land.

50. The homebuyer has entered into a builder buyer agreement with M/s Imperia Wishfield Pvt. Ltd. on 02.12.2013 and the possession was to be handed over to the complainants within a period of 60 months which comes out to be 01.12.2018. as such the complainants is entitled to get interest for the delayed period @10.75% per annum w.e.f. 01.12.2018 as per the provisions of section 18(1) of the Real Estate (Regulation and Development) Act, 2016 till offer of possession.

51. It has been averred by counsel for the respondent that they have applied for transfer of licence with DTCP and registration of project with RERA authority. As per the registration application, the revised date of delivery of possession is March 2020.



DIRECTIONS OF THE AUTHORITY:

52. After taking into consideration all the material facts as adduced and produced by both the parties, the authority exercising powers vested in it under section 37 of the Real

Estate (Regulation and Development) Act, 2016 hereby directs the respondent:

- i. The respondent is directed to pay interest for the delayed period @ 10.75% per annum w.e.f. 01.12.2018 as per the provisions of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 till offer of possession.
- ii. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order and thereafter monthly payment of interest till offer of possession shall be paid before 10th of subsequent month.
- iii. The respondent is directed to adjust the payment of delayed possession charges towards dues from the complainant, if any.



53. As the project is registerable and has not been registered by the promoter, the authority has decided to take suo-moto cognizance for not getting the project registered and for that separate proceeding will be initiated against the respondent under section 59 of the Act *ibid*. A copy of this order be

endorsed to registration branch for further action in the matter.

54. The order is pronounced.

55. Case file be consigned to the registry.

**(Samir
Kumar)**
Member

(Subhash Chander Kush)
Member

Date: 06.02.2019

Judgement uploaded on 26.02.2019



HARERA
GURUGRAM

