

M/s Ferrous Infrastructure Pvt. Ltd.

Vs.

Deepak Rangi and Anr.

Appeal No.01 of 2021

Present: Shri Sourabh Goel, Advocate, Ld. counsel for the appellant.

Shri Satish Mishra, Advocate, Ld. counsel for the respondent.

(The Court proceedings conducted through VC)

The present appeal has been preferred against the order dated 24.11.2020 passed by the Ld. Adjudicating Officer, Panchkula, whereby, the application moved by the appellant for dismissal of the complaint was rejected.

As per the plea raised by the appellant, Ferrous Township Pvt. Ltd. and appellant-Ferrous Infrastructure Pvt. Ltd. are two separate entities. It was alleged that the appellant was neither the owner of the land nor the licensee/promoter.

The Builder Buyer's Agreement was entered into between the respondent/allottee and Ferrous Township Pvt. Ltd. and not with the present appellant. It was pleaded that the appellant has been wrongly impleaded as a respondent in the complaint.

This application was contested by the respondent/allottee on the ground, inter alia, that the Ferrous Infrastructure Pvt. Ltd. (appellant) and Ferrous Township Pvt. Ltd. are both sister concerns and even Buyer Buyer's Agreement bears the name of Ferrous Infrastructure Pvt. Ltd. on the top with the Ferrous Township Pvt. Ltd. Some of the payment receipts were also issued by the appellant.

The Ld. Adjudicating Officer on appreciating the material facts on record and contentions raised by the parties made the following observations:

"Perusal of the file shows that at page no.19 to 32, there is copy of Buyer's agreement, placed on the record as Annexure

A-2. The first page of the said agreement shows that under the word 'Ferrous Infrastructure', a fully integrated township has been written. Similar is the position with regard to page no.32 of the paper book. It is not disputed that on every page there is stamp of Ferrous Township Pvt. Ltd. Annexure A-3 at page no.33, there is a copy of receipt dated 25.02.2012. On the top of receipt Ferrous Infrastructure has been written and at the end of the receipt 'for' Ferrous Infrastructure Pvt. has been written and it bears signature of Authorized signatory. In the body of said receipt, it has been mentioned that payment on account of Ferrous Township Pvt. Ltd. The remaining portion of the receipt remains the same. It is very interesting to note that in both the cases for Ferrous Infrastructure Pvt. Ltd. and Ferrous Township Pvt. Ltd., the authorized signatory is the same. During the course of arguments, specific question was raised to the counsel for respondent as to why the first receipt dated 25.02.2012 is issued on behalf of Ferrous Infrastructure Pvt. Ltd., it has been replied that it is due to inadvertence. It appears that when the obligation on the part of respondent/promoter has not been fulfilled and the complainant has knocked the door of court, the respondent/promoter has made up a story of Ferrous Infrastructure Pvt. Ltd. and Ferrous Township Pvt. Ltd. as two separate entities. It is a futile attempt on the part of respondent/promoter to usurp the hard-earned money of the complainant. Finding no merit in the argument of learned counsel for respondent, application dated 12.09.2020 for dismissing the complaint is ordered to be dismissed."

During the pendency of the present appeal, a subsequent development has taken place. The respondent (complainant) has moved an application for impleading Ferrous Township Pvt. Ltd. as a party to the complaint and the said application moved by the respondent (complainant) has been allowed by the Ld. Adjudicating Officer vide order dated 24.01.2022. With the passing of this order, now the Ferrous Township Pvt. Ltd. is also before the Ld. Adjudicating Officer. Both the concerns now can put up their case before the Ld. Adjudicating Officer and the Ld. Adjudicating Officer on appreciation of the evidence shall be

able to determine as to who actually is liable to bear the liability, if any. With the addition of Ferrous Township Pvt. Ltd. as a respondent in the main complaint pending before the Ld. Adjudicating Officer, this appeal has been practically rendered infructuous and the same is hereby dismissed as such.

Needless to mention that the appellant shall be at liberty to raise all the pleas available to it before the Ld. Adjudicating Officer.

Copy of this order be conveyed to the concerned parties.

File be consigned to the records.

Justice Darshan Singh (Retd.)
Chairman,
Haryana Real Estate Appellate Tribunal,
Chandigarh
(Joined through VC)

Inderjeet Mehta
Member (Judicial)

Anil Kumar Gupta
Member (Technical)

10.02.2022
Gaurav