



Complaint No. 962 & Ors. of 2018

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

### 1. COMPLAINT NO. 962 OF 2018

Puneet Jain

....COMPLAINANT(S)

VERSUS

Crown Realtech Pvt. Ltd. and Anr.

....RESPONDENT(S)

### 2. COMPLAINT NO. 474 OF 2018

Salil Barar

....COMPLAINANT(S)

VERSUS

Crown Realtech Pvt. Ltd.

....RESPONDENT(S)

### 3. COMPLAINT NO. 475 OF 2018

Urmila Jain

....COMPLAINANT(S)

VERSUS

Crown Realtech Pvt. Ltd.

....RESPONDENT(S)

### 4. COMPLAINT NO. 77 OF 2019

Satish Gupta

....COMPLAINANT(S)

VERSUS

Crown Realtech Pvt. Ltd. and Anr.

....RESPONDENT(S)

**5. COMPLAINT NO. 79 OF 2019**

Ashok Jain & Sushil Kumar Jain

....COMPLAINANT(S)

VERSUS

Crown Realtech Pvt. Ltd. and Anr.

....RESPONDENT(S)

**6. COMPLAINT NO. 356 OF 2019**

Amit Chawla

....COMPLAINANT(S)

VERSUS

Crown Realtech Pvt. Ltd. and Anr.

....RESPONDENT(S)

**7. COMPLAINT NO. 363 OF 2019**

Amitava Raychaudhuri

....COMPLAINANT(S)

VERSUS

Crown Realtech Pvt. Ltd. and Anr.

....RESPONDENT(S)

**CORAM: Rajan Gupta**  
**Anil Kumar Panwar**

**Chairman**  
**Member**

**Date of Hearing:** 10.04.2019

**Hearing:** 3<sup>rd</sup> in Complaint nos. 77, 79, 356, 363 of 2019

7<sup>th</sup> in Complaint no. 962 of 2018

10<sup>th</sup> in Complaint nos. 474, 475 of 2018

**Present:** - Mr. Himanshu Raj, Counsel for complainants  
(in Complaint Nos. 962, 474, 475 of 2018; 77, 79, 356, 363  
of 2019)

Mr. Kamal Dahiya, Counsel for respondent  
(in Complaint Nos. 962, 474, 475 of 2018; 77, 79, 356, 363  
of 2019)

**ORDER (RAJAN GUPTA- CHAIRMAN)**

1. All the captioned 7 cases were taken up together. On 21.02.2019 a bunch of 27 complaints pertaining to the same project of the respondent was taken up when it was decided to subsume all the complaints into one complaint No.962 of 2018. All other 26 complaints were subsumed into this complaint No.962 of 2018 for proceeding further in the matter. Today along with the complaint No.962 of 2018 six more similar complaints have come up for hearing. The afore-mentioned six complaints also shall be subsumed into the complaint No.962 of 2018. Accordingly, this order shall dispose of those six complaints but their grievances will be redressed by way of an order passed in the lead complaint case No.962 of 2018. The cost payable in the aforesaid six subsumed cases shall remain payable by the respondent.

2. At the outset Shri. Himanshu Raj, learned counsel for the complainants stated that the respondents have not filed their reply in any of the complaints which amounts to violation of the orders of the Authority. As



such the respondent should be suitably penalised. In response to this contention, learned counsel for the respondent Shri. Kamal Jeet Dahiya stated that there is no need to file written statement in this case because actions now have to be taken only in accordance with the directions of this Authority. It has been decided by the Authority to monitor the progress of development of the project, therefore, now only compliance of the directions of this Authority have to be reviewed and there is no need for any written statement. Shri. Dahiya further stated that the respondents agrees to abide by the directions of the Authority for resolution of the complaints and for completion of the project.

3. Learned counsel for the respondent submitted written response to each of the directions issued by the Authority in its orders dated 21.2.2019. He stated as follows: -

- (i) Regarding the first direction to open an Escrow account and put Rs.5 crores in it, learned counsel stated that they have started discharging their liabilities and have recently spent an amount of Rs.2.47 crores, out of which Rs.2.22 crores have been paid towards full and final payment of Punjab National Bank outstanding loan account which has made their property free from encumbrances; and Rs.25 lakhs towards statutory dues of the State Government.



He further stated that Rs.36 crores have to be spent for completion of the project which comes to Rs.2.5 crores each month up to May, 2020. The respondents have entered into a Barter agreement with M/S Business Park. The Barter partner will incur all the expenditure for construction of the project and in consideration specified unallotted portion of the project will be allotted to them. He stated that recommencement of construction of a halted and stalled project is a complex problem, therefore, they have hired services of M/S Nivedita and Uday Pandey Consultants in the field of architecture and planning for rendering their expert services for physical audit of buildings, preparing schedule of pending activities, preparing bill of material and supervision of pending construction activities. For this purpose, they have agreed to pay Rs.40 lakhs as fee to them. Copy of the agreement annexed as Annexure-2 with the compliance report.

- (ii) Regarding compliance of direction No.2 for preparation of monthly schedule of completion of the construction work, learned counsel stated that monthly schedule will be possible to be prepared only after receipt of the report of consultants. A broad picture however, had been presented to



the Authority earlier a copy of which was again supplied today. Shri. Dahiya sought some time to submit precise schedule of construction to be achieved each month.

- (iii) With regard to statement of account in respect of each allottee, Shri Dahiya stated that for the reasons beyond their control their accounts are not upto date. Their auditors and Accountants have started the work but it will take 30-40 days to complete the work. In the meantime, they have requested all the complainants to provide them their account details from the beginning till now. A final statement shall be presented to the Authority after reconciliation with the books of account of the respondent.

4. The Authority observes that nothing substantial has been done by the respondent till date. They had executed the barter agreement in September, 2018. The consultancy firm which has now been appointed should have been appointed at that time only. What was the point of entering into agreement with the barter partner without defining the scope of the work which is now being sought to be defined with the help of the consultancy firm?

To this observation Shri. Dahiya replied that a case had been filed against the respondents in the National Bench of NCLT. That matter has been recently settled. It was due to the pendency of the proceeding before the NCLT that nothing was done in furtherance of the barter agreement. He further stated

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that a supplementary agreement stands now executed, in which rights and responsibilities of both the parties have been clearly defined, therefore, further work will now proceed smoothly after receipt of the report of consultants.

5. In view of the foregoing submissions the Authority orders as follows: -

- (i) The respondents shall hold a meeting with all the allottees on 21<sup>st</sup> April, 2019 at the site of the project. The latest status of the project, its financial position and road map head shall be presented in the meeting. The proceedings of the meeting shall be presented before the Authority on the next date of hearing.
- (ii) Immediately after receipt of the report of the consultants a monthly schedule of the construction activities shall be prepared, along with likely expenditure to be incurred on those construction activities.
- (iii) The respondent shall prepare a list of all the allottees along with their address and phone numbers and present to the Authority in pen drive in a sealed cover on the next date. If the Authority find that respondents are not serious enough in fulfilling their commitments it will endeavour to form an association of allottees to handover the project to them. It

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will provide the list of all allottees in the pen drive to the complainants for facilitating formation of the association.

Adjourned to 14.05.2019.



RAJAN GUPTA  
[CHAIRMAN]



ANIL KUMAR PANWAR  
[MEMBER]

