BEFORE THE RAJASTHAN REAL ESTATE APPELLATE TRIBUNAL, JAIPUR

(1) Appeal No.66/2022

In : Complaint No.F-16(22)/RERA/COMP./2020

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

…....Appellant-Promoter

Versus

1. The Rajasthan Real Estate Regulatory Authority, Jaipur, through its Registrar 2nd and 3rd Floor, RSIC Wing, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005.
2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.

…..Respondents

(2) Appeal No.92/2022

In : Complaint No.RAJ-RERA-C-2019-3122

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

…....Appellant-Promoter

Versus

1. Shakuntala Sachdeva R/o 252/3 Shakti Nagar, Old Abadi Sri-Ganganagar Rajasthan- 335001.

…..Respondent-Allottee

2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.
3. M/s MNG DREAMZ / Office 70 H Block, Pragati Tower, Sri-Ganganagar-335001.
4. Jasuja Builders through Proprietor Shri Harish Jasuja Last Registered Office Shop No.9, Lakkar Mandi Sri-Ganganagar-335001 (now not in existence).
5. Anami Buildmart through Proprietor Shri Rajendra Wadhwa Address 2-B 25, Sukhadia Nagar, Sri-Ganganagar-335001.

…..Respondents

(3) Appeal No.93/2022

In : Complaint No.RAJ-RERA-C-2019-3151

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

…....Appellant-Promoter

Versus

1. Shakuntala Sachdeva R/o 252/3 Shakti Nagar, Old Abadi Sri-Ganganagar Rajasthan- 335001.

…..Respondent-Allottee

2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.
3. M/s MNG DREAMZ / Office 70 H Block, Pragati Tower, Sri Ganganagar-335001.
4. Jasuja Builders through Proprietor Shri Harish Jasuja last Registered Office Shop No.9, Lakkar Mandi Sri-Ganganagar-335001 (now not in existence).
5. Anami Buildmart through Proprietor Shri Rajendra Wadhwa Address 2-B 25, Sukhadia Nagar, Sri-Ganganagar-335001.

…..Respondents

(4) Appeal No.114/2022

In : Complaint No.RAJ-RERA-C-2021-4249

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

……..Appellant-Promoter

Versus

1. Shyam Sunder Bishnoi S/o Shri Hetram Bishnoi R/o 22, Setia Colony, St. No. 13, Gurunanak Chowk, Sri-Ganganagar-335001. Rajasthan.

…..Respondent-Allottee

2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.
3. M/s MNG DREAMZ / Office 70 H Block, Pragati Tower, Sri Ganganagar-335001.

…..Respondents

(5) Appeal No.115/2022

In : Complaint No.RAJ-RERA-C-2019-2988

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

……..Appellant-Promoter

Versus

1. Sunil Johar S/o Atam Prakash R/o V.P.O. Lal Gardh Jattan, District Sri Ganganagar-335001 Rajasthan.

…..Respondent-Allottee

2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.
3. M/s MNG DREAMZ / Office 70 H Block, Pragati Tower, Sri Ganganagar-335001.

4. Jasuja Builders through Proprietor Shri Harish Jasuja Last Registered Office Shop No.9, Lakkar Mandi Sri-Ganganagar-335001 (now not in existence).
5. Anami Buildmart through Proprietor Shri Rajendra Wadhwa Address 2-B 25, Sukhadia Nagar, Sri-Ganganagar-335001.

…..Respondents

(6) Appeal No.116/2022

In : Complaint No.RAJ-RERA-C-2019-2825

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

…....Appellant-Promoter

Versus

1. Om Prakash Gera R/o 2/17, Nagpal Colony, Sri Ganganagar-335001 Rajasthan.

…..Respondent-Allottee

2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.
3. M/s MNG DREAMZ / Office 70 H Block, Pragati Tower, Sri Ganganagar-335001.
4. Jasuja Builders through Proprietor Shri Harish Jasuja Last Registered Office Shop No.9, Lakkar Mandi Sri-Ganganagar-335001 (now not in existence).
5. Anami Buildmart through Proprietor Shri Rajendra Wadhwa Address 2-B 25, Sukhadia Nagar, Sri-Ganganagar-335001.

….Respondents

(7) Appeal No.117/2022

In : Complaint No.RAJ-RERA-C-2021-4120

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

…....Appellant-Promoter

Versus

1. Nischal Kumar Makkar S/o Kundan Lal R/o 173, Surjeet Singh Colony, Gali No. 1 Khetar Pal Mandir Sri-Ganganagar-335001 Rajasthan.

…..Respondent-Allottee

2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.
3. M/s MNG DREAMZ / Office 70 H Block, Pragati Tower, Sri Ganganagar-335001.

…..Respondents

(8) Appeal No.118/2022

In : Complaint No.RAJ-RERA-C-2019-2818

Harish Jasuja S/o Shri Kashmiri Lal Jasuja, aged 48 years R/o RL-12 Ridhi Sidhi Colony, Sri Ganganagar-335001 Rajasthan.

…....Appellant-Promoter

Versus

1. Kundan Lal S/o Ishar Dass R/o 173, Surjeet Singh Colony, Gali No. 1 Sri-Ganganagar-335001 Rajasthan.

…..Respondent-Allottee

2. Rajendra Wadhwa S/o Jagdish Chand R/o Rajendra Wadhwa C/o Surendra Kumar Narang (Firm-Jhangi Ram Desh Rajasthan) Anaj Mandi Kesrisinghpur, District Sri Ganganagar-335001 Rajasthan.
3. M/s MNG DREAMZ / Office 70 H Block, Pragati Tower, Sri Ganganagar-335001.
4. Jasuja Builders through Proprietor Shri Harish Jasuja Last Registered Office Shop No.9, Lakkar Mandi Sri-Ganganagar-335001 (now not in existence).
5. Anami Buildmart through Proprietor Shri Rajendra Wadhwa Address 2-B 25, Sukhadia Nagar, Sri-Ganganagar-335001.

…..Respondents

CORAM:

Mr. Justice Madan Gopal Vyas, Hon'ble Chairperson

Mr. Yudhisthir Sharma, Hon'ble Member (Judicial)

PRESENT:

For Appellant-Promoter	: Mr. Gurmoj Goyal, Advocate
For Respondent-RERA	: Mr. Vikram Pratap Singh, Advocate
For Respondent- Allottee	: {Mr. Amrit Kumar Surollia,
Om Prakash Gera	: {Mr. Ashish Surollia &
	: {Mr. Aditya Surollia, Advocates (In Appeal No.116/2022)
Respondents- Allottees	: Mr. Shyam Sunder Bishnoi in person
	: Mr. Kundan Lal in person through VC
	: Ms. Shakuntala Sachdeva in person through VC

O R D E R

Reserved on 23rd April, 2026

Pronounced on 12th May, 2026

Per: Justice Madan Gopal Vyas, Hon'ble Chairperson

The Appellant-Promoter Harish Jasuja has preferred total 8 appeals against the observations & directions passed by the learned Regulatory Authority by the impugned-order dated 09/05/2022 out of which, Appeal No.66/2022 challenges the direction of the learned Regulatory Authority for Registration of the Project with the RERA Authority within 30 days and rest all the 7 appeals have been preferred against the findings/observations of the learned Regulatory Authority in the same impugned-order against appellant-Harish Jasuja and firm M/s.MNG Dreamz being the Partner particularly against the Appellant.

2) The relevant facts to decide all these appeals in brief are that the Project- "City Trade Centre" located at 1A Public Park, Sri Ganganagar was launched in 2013 and one brochure for the project was issued by M/s.MNG Dreamz, which was a partnership firm in which, Appellant-Shri Harish Jasuja and Respondent-Shri Rajendra Wadhwa were partners. M/s.Jasuja Builders and M/s.Anami Buildmart was a proprietorship firm of appellant Harish Jasuja and Rajendra Wadhwa, whose logos appears in the brochure issued by M/s.MNG Dreamz. Some complainants-allottees as listed in the cause title at Sr.Nos.2 to 8 as respondents-allottees booked shops/units and deposited some amount against the total sale consideration. The learned Regulatory Authority by the impugned-order dated 09/05/2022 directed the appellant-promoter Shri Harish Jasuja and respondent-Rajendra Wadhwa to register the entire project City Trade Center as one single project or as two independent phases of the project within 30 days and

subsequently on 13/03/2023 passed directions to refund the deposited amount with interest to the respondents except one complainant-Smt.Shakuntala Sachdeva and also observed that the order dated 09/05/2022 will be treated as part and parcel of order dated 13/03/2023 and respondent-Rajendra Wadhwa never appeared before the learned Regulatory Authority or before this Tribunal. Only the appellant-Harish Jasuja preferred all these appeals only against the order dated 09/05/2022 passed by the learned Regulatory Authority.

3) Before proceeding further in the matter, summary of multiple orders passed in the matters are required to be discussed to adjudicate all the appeals preferred by appellant-Harish Jasuja, as under:-

DATE-WISE SYNOPSIS OF ORDERS PASSED IN THE MATTER:-

(A) 16/09/2020:-

It is evident from the record that the litigation originated from one complaint RAJ-RERAC-2018-2818 preferred by Kundan Lal against Harish Jasuja and Rajendra Wadhwa, which was decided *ex-parte* on 16/09/2020 in absence of respondents. In the impugned order dated 16/09/2020, the learned Regulatory Authority observed that despite notice for hearing having been served upon respondents by email as well as speed post, respondents did not appear for hearing and directed as under:-

> *"(i) The respondents shall refund to the complainant, the entire deposited amount of Rs.17,00,000/-, without any interest and without any deduction. The respondents shall refund this ordered amount of Rs.17,00,000/- within 45 days from the date of issue of this order; The complainant shall be at liberty to approach the Adjudicating Officer for interest and/or compensation under section 12 read with section 71 of the Act;*

(ii) The respondents shall refund to the complainant, the entire deposited amount of Rs.17,00,000/-, without any interest and without any deduction. The respondents shall refund this ordered amount of Rs.17,00,000/- within 45 days from the date of issue of this order; The complainant shall be at liberty to approach the Adjudicating Officer for interest and/or compensation under section 12 read with section 71 of the Act; and

(iii) A separate notice shall be issued by the Registrar of the Authority to the respondents to explain why they have not got their aforesaid project registered under the Act and, for this violation of section 3 of the Act, why they should not be penalised under section 59 of the Act."

(B) 12/02/2021:-

In compliance of the order dated 16/09/2020, a show cause notice was issued by Registrar RERA to Rajendra Wadhwa and Appellant-Harish Jasuja for not registering the project "City Trade Center". Again on 21/12/2020, notice for imposition of penalty and execution of order was issued by Registrar RERA and, thereafter, suo motu Complaint No.RAJ-RERA-C-2020 was registered against respondent Rajendra Wadhwa and Harish Jasuja for the project "City Trade Center" and as per order dated 12/02/2021, learned Regulatory Authority opined that project is liable to be registered and Promoter was directed that project be registered with the Authority within 45 days of issuance of this order.

(C) 19/07/2021:-

Appellant-respondent Harish Jasuja again preferred an application for recalling of the order of Authority dated 16/09/2020, whereby complaint was decided in absence of respondent-Rajendra Wadhwa; in which, learned Regulatory Authority by order dated 19/07/2021 observed that "We find that it will be in the interest of Justice that the partnership firm of two respondents, M/s. MNG DREAMZ be also added as party-respondent in all the matters. Accordingly we direct that

MNG DREAMZ through its partners Shri Harish Jasuja and Shri Rajendra Wadhwa, shall be added as respondent No. 3 in all the matters" Accordingly, learned Regulatory Authority directed to issue fresh notices that why they should not be prosecuted under Section 59(2) and penalized under Section 59(1) and Section 63 of the Act, 2016.

(D) 04/03/2022:-

The order dated 19/07/2021 was challenged before this Tribunal by Harish Jasuja in Appeal No.34/2021 and this Tribunal by order dated 04/03/2022 disposed-off the appeal with following directions:

(i) *"Impugned order dated 19th July, 2021, is hereby set aside, saving suo motu notice issued by the Registrar, Rajasthan RERA, Jaipur.*

(ii) *Rajasthan-RERA, Jaipur is directed to draw proceedings de novo from the stage subsequent to service of notice affording reasonable opportunity of defence to the appellant in accordance with law.*

(iii) *The Authority shall first decide the issue of inclusion/exclusion of the appellant from registration of the subject project in view of the Act of 2016 and Rules of 2017*

(iv) *The parties are present before this Tribunal, and therefore, no further notice is required, the parties are directed to appear before the Rajasthan-RERA, Jaipur, on 11th March, 2022, in the pending proceedings.*

(v) *The Authority is directed to expedite proceedings and matter be decided as expeditiously as possible, preferably within two months. We make it clear that this Tribunal has not observed on merits of the case as to inclusion/exclusion of the project. The Authority shall deal with the matter on merits and law. With the directions as indicated above, the appeal is disposed off."*

(E) 09/05/2022:-

In pursuance of the aforesaid order of this Tribunal dated 04/03/2022 prior to deciding the issue regarding registration of the project as first preliminary issue, the learned Regulatory Authority observed that the impugned-order dated

19/07/2021 is set-aside by the Tribunal, therefore, the aforesaid order dated 12/01/2021 whereby, the respondents were directed to register the impugned project, stands quashed. Further, dropped the proceedings in the matter listed at Sr.Nos.2 to 6, which is based on suo motu proceedings in the light of the ex-parte order passed on 12/02/2021. According, in suo motu matter in Complaint at Sr.No.1 No.F.16(101) RAJ/RERA/C/2021 and in other complaints at Sr.Nos.7 to 13, the preliminary issue whether the impugned project is liable to be registered under the Act or not was decided vide order dated 09/05/2022 and following conclusions and directions were passed:-

> ***"Conclusion***
>
> *In view of the above observations and findings, we hereby hold that the impugned project 'City Trade Center', located at 1A. Public Park, Sriganganagar, is required to be registered under section 3 of the Act as an ongoing project*
>
> *Shri Harish Jasuja and Shri Rajendra Wadhwa, who are the landowners and have acted as developer promoters of the project, are promoters of the project in their individual capacity and also as partners of M/s MNG Dreamz claimed to have been dissolved. Since the Act and the Rules provide for registration of a project in phases, the said promoters can choose to register the impugned project as two independent phases/projects, with Shri Harish Jasuja acting as the main promoter and Shri Rajendra Wadhwa acting as the other (joint) promoter of one phase, comprising the apartments constructed on the land of Shri Jasuja's ownership; and Shri Rajendra Wadhwa acting as the main promoter and Shri Harish Jasuja acting as the other (joint) promoter of the other phase, comprising the apartments constructed on the land of Shri Wadhwa's ownership. If the impugned project is registered as one single project, then either of Shri Harish Jasuja and Shri Rajendra Wadhwa can choose to be the main promoter applicant, the other being shown as another promoter jointly liable to allottees in the project.*
>
> *This Authority does not have jurisdiction over the entire real estate sector. But, it does have jurisdiction to hear complaints in relation to real estate projects that are either registered with this Authority or are required to be registered but aren't so registered. Therefore, once we have held that the impugned project is required to be registered under the Act. Even if the respondent promoters do not get the impugned project(s) registered in pursuance of the directions contained herein (with appropriate consequences under the Act separately flowing therefrom), this Authority has the jurisdiction to hear the present complaints.*

Directions

Accordingly, we direct the respondent promoters, Shri Harish Jasuja and Shri Rajendra Wadhwa, to register the entire project 'City Trade Center' as one single project or as two independent phases of the project, within 30 days from the date of issue of this order, failing which, both of them will be liable for the consequent penalties and prosecution provided under the Act.

With these directions, the suo moto matter at S.No. 1 above stands disposed of and the preliminary issue of non-registration of the impugned project and consequent violation of section 3 of the Act alleged in the complaints at S.Nos. 7 to 13 above stands settled.

List the matter on 30.05.2022 for further hearing of the complaints at S.Nos. 7 to 13 above".

Appellant-Harish Jasuja only challenged the above impugned-order dated 09/05/2022 but subsequent orders passed by the Regulatory Authority is also relevant to decide the controversy in the matter.

(F) 13/03/2023:-

It is noted that after direction that project is required to be registered vide order dated 09/07/2022 as first preliminary issue, learned Regulatory Authority subsequently passed an order in seven complaints preferred by Kundal Lal, Om Prakash Gera, Sunil Johar, Shakuntala Sachdeva, Nischal Kumar Makkar and Shyam Sunder Bishnoi vide order dated 13/03/2023 and following directions were issued by learned Regulatory Authority:-

"In view of the above observations and findings, we direct as under:

(1) Order dated 09.05.2022 passed in the present matter, will be treated as part and parcel of this order and will be enforced along with this order;

(2) The complaint of Smt. Shankutla Sachdeva at S.No. (4), bearing No. 2019-3122, is dismissed as not being maintainable, with a liberty to the complainant to file an application for compensation before the Adjudicating Officer of this Authority for all or any damages or losses incurred by her;

(3) The respondents shall refund all the deposited amounts (as indicated in the Table hereinabove), respectively, to each of the complainants in the complaints at S.Nos. (1) to (3) and (5) to (7), along with interest at the prescribed rate of "SBI

highest MCLR [8%] + 2%", i.e., @ 10%, reckoned from the date of deposit of each amount till the date of refund is actually made. All the respondents shall be jointly responsible for accordingly refunding the ordered amounts to each of these complainants; and

(4) The refund as ordered will be made by the respondents within 45 days from the date of issue of this order, failing which, the complainants will be at liberty to file an application for execution of this order and the order dated 09.05.2022. With these directions, all the seven complaints stand disposed of."

Harish Jasuja again preferred one another Appeal No.131/2023 against this order which was dismissed on 02/08/2024 for non-compliance of per-emptory order dated 12/07/2024, regarding deposition of amount under Section 43(5) of the Act, 2016.

(G) <u>08/04/2024</u>:-

Lastly on 08/04/2024, vide suo motu proceedings, learned Regulatory Authority imposed penalty of Rs.50 Lacs under Section 59(1) of the Act, 2016 and directed the promoter to deposit the said amount within 45 days.

In the light of above mentioned pending and decided litigations in the matter, the appellant preferred all the appeals with the following prayer:-

<u>In Appeal No.66/2022</u>, the following prayer has been made by appellant-Harish Jasuja:-

"To quash and set aside the order dated 09.05.2022 passed by learned RERA Authority by which it has directed in mandatory form for the appellant to get the project registered with the Authorities within 30 days there from. Appellate Tribunal may be pleased to hold that in the facts and circumstances, the project of appellant on 1-A public park Sri Ganganagar does not fall within the purview of RERA Act, 2016".

In rest of all 7 appeals preferred by appellant-Harish Jasuja against the order dated 09/07/2022.; the following prayer has been made by appellant-Harish Jasuja:-

> *"To quash and set aside the order dated 09.05.2022 passed by learned RERA Authority and finding against the appellant and dissolved firm M/s. MNG Dreamz being the partner particularly against the appellant by the RERA Authority is to be set-aside".*

4) We have heard counsel for the appellant in detail and respondents-allottees present in person or represented through counsel. Perused the detailed written submissions submitted by counsel for the appellant and allottees-Kundan Lal, Shyam Sunder Bishnoi, Shakuntala Sachdeva and other complainants.

5) The respondents-complainants have raised some preliminary objections regarding maintainability of the appeals on the ground of non-compliance of mandatory pre-deposit under Section 43(5) of the Act of 2016 and in the light of subsequent order passed by the Regulatory Authority regarding refund with interest on 13/03/2023. It is evident from the record that this Tribunal vide order dated 06/01/2026 already decided the objection regarding mandatory pre-deposit under Section 43(5) of the Act of 2016 on the ground that only the impugned order dated 09/05/2022 is under challenge regarding registration, therefore, there is no legal requirement of mandatory pre-deposit under Section 43(5) as per relief claimed by the appellant. Subsequent to the impugned order dated 09/05/2022, the learned Regulatory Authority on 13/03/2023 passed one order regarding refund with interest but also observed that the impugned order

dated 09/05/2022 will be treated as part and parcel of the subsequent order dated 13/03/2023, therefore, it is not correct to say that in the light of the subsequent order dated 13/03/2023, the appeals preferred by appellant-Harish Jasuja will be infructuous automatically. Therefore, the preliminary objection raised by the respondents-allottees are not tenable at this stage.

In Appeal No.66/2022:-

The only question required to be determined by this Tribunal is, as under:-

(A) ***Whether the project-City Trade Center is required to be registered under Section 3 of the RERA Act, 2016 or under Explanation (ii) of Rule 4 of the RERA Rules, 2017?***

6) Finding on Issue A:-

The first and foremost argument advanced by the counsel for the appellant is that appellant-Harish Jasuja and respondent-Rajendra Wadhwa purchased the property situated a 1A, Public Park, Sri Ganganagar by separate sale-deeds and also got sanction/approved their site plans from Nagar Nigam, Sri Ganganagar in their individual capacity. Although, the appellant-Harish Jasuja and Rajendra Wadhwa were partners of the firm M/s.MNG Dreamz but the firm closed its business in 2016 and the same fact was acknowledged to the Commercial Tax Department. The separate property purchased by the appellant measuring 40x90 feet in his individual capacity was only 336.12 square meters, which was less than 500 square meters hence, there is no need to apply for registration. The copy of the sale-deed of Rajendra Wadhwa is also enclosed with the written submission.

It is revealed from the record on the basis of sale-deed provided by the appellant along with approved plan from Nagar Nigam Sriganganagar, appellant-Harish Jasuja and respondent-Rajendra Wadhwa purchased and approved the plan in their individual capacity but admittedly, both were partners of the firm M/s.MNG Dreamz at that time and it is also admitted fact that the brochure of the project – "City Trade Center" was issued by M/s.MNG Dreamz, which is available on record in which, it was mentioned at front page of the brochure that **MNG Dreamz presents new trade center in Sriganganagar as City Trade Center** for marketing of the units from Ground Floor to 5th Floor to provide shops, showrooms, shops kiosks, restaurant gaming zone food court, office and hotel, respectively. In the brochure, under the name of M/s.MNG Dreamz, Logo with names are also mentioned of M/s.Jasuja Builders and M/s.Anami Buildmart and admittedly, both the firms are proprietorship firms of appellant-Harish Jasuja and respondent-Rajendra Wadhwa. In such circumstances, *Explanation* appended with Section 2(zk) of the RERA Act, 2016 is required to be reproduced in which, sub-clauses (i) to (vi) provided the definition of 'promoter' and also clarified the definition of 'promoter' therein, as under:-

> *"(zk) "promoter" means,—*
>
> *(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*
>
> *(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*

(iii) any development authority or any other public body in respect of allottees of—

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the and on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

Explanation- For the purpose of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and ***the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters*** *and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder".*

It is crystal clear from the text of *Explanation* of Section 2(zk) of the Act that a person who merely sales apartment or plot in the project, is also included in the definition of 'promoter' and is liable as such, along with promoter who constructs and develops the project even if promoter is not an owner of project land and the RERA Act, 2016 is no very much concern whether the firm is having ownership of the project land or not.

So far as the area of the project land is concerned, the provisions of Section 3 (2) of the Act may be reproduced hereinbelow for the sake of brevity:-

"Prior registration of real estate project with Real Estate Regulatory Authority-

(1) ……...

(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required—

(a) where the area of land proposed to be developed does not exceed five hundred square meters or the number of apartments proposed to be developed does not exceed eight inclusive of all phases:

Provided that, if the appropriate Government considers it necessary, it may, reduce the threshold below five hundred square meters or eight apartments, as the case may be, inclusive of all phases, for exemption from registration under this Act;

(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;

(c) for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project.

Explanation.—For the purpose of this section, where the real estate project is to be developed in phases, every such phase shall be considered a stand alone real estate project, and the promoter shall obtain registration under this Act for each phase separately".

According to the appellant, as per sale-deed and approved plan, he developed the project only on 336.12 square meters area, which is less than 500 square meters and as per sub-section (2) of Section 3 of the Act, the word **'or'** was used by the legislature and the Authority has no power and jurisdiction to issue the office order dated 08/03/2022 to substitute the word **'and'** in between 500 square meters and less than 8 apartments.

In this regard, it is not disputed that the number of apartments even in the individual area of appellant is more than 8 rather 38 total number of apartments situated on the land of appellant's ownership but the impugned project City Trade Center marketed by M/s.MNG Dreamz along with M/s.Jasuja Builders and M/s.Anami Buildmart as one single project spread over a plot of total land measuring 643.82 square meters comprising of more than 8 apartments and

having all kinds of common amenities. In such circumstances, the learned Regulatory Authority has rightly concluded, as under:-

> "*the area of land and the number of apartments proposed to be developed in the project are to be reckoned on the basis of the project as it is marketed, not so much on the basis of how it is physically proposed to be or is being constructed or developed on the ground. It is an undisputed fact that the project was marketed by M/s MNG Dreamz as a project having an area of more than 500 sq.mtrs. and more than eight apartments. As such, the impugned project "City Trade Center" is required to be registered under the Act, no matter how many independent parcels of land, landowners and developers are involved therein".*

Section 3(1) of the Act of 2016 also provided some restrictions prior to advertisement or marketing of the project for sale or even offer for sale or invite persons to purchase in any manner any plot/apartment or building. Section 3(1) of the Act may be reproduced, as under:-

> ***"3.** (1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:*
>
> *Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:*
>
> *Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration".*

7) If we exempt such type of projects from registration then, two or more than two persons or a group of persons will purchase the parcel of land by separate sale-deeds of less than 500 square meters adjacent to each other and, therefore, after taking approval of competent authority in the independent capacity, they may design, construct or even offer for sale along with all type of common amenities

with mutual understanding and claim for exemption to frustrate the very purpose of enactment of the RERA Act, 2016. Therefore, we may safely conclude that the project was designed, constructed and marketed as one single project and required to be registered under Section 3 of the RERA Act, 2016.

8) The learned Regulatory Authority while passing the impugned order, alternatively arrived at the conclusion on the basis of the order dated 08/03/2022 in which, word **'and'** was substituted in place of word **'or'** in Section 3(2) of the Act of 2016 but, we have no jurisdiction to declare this order/circular ultravires to the Act, passed in other matter in 9th Meeting of the Authority while exercising the power vested in it, to regulate the real estate project but appellant-promoter is not adversely effected by this alternate finding because on the basis of very finding, the learned Regulatory Authority given a chance to the appellant to register the entire project as one single project or as two independent phases of the project because the respondent-Rajendra Wadhwa never appeared either before the RERA Authority or before this Tribunal.

9) Learned counsel for the appellant-promoter has also sought exemption from registration of the project on the basis of the *Explanation* appended to Rule 4(ii) of the RERA Rules, 2017, which may be reproduced, as under:-

> ***"4. Disclosure by promoters of ongoing projects***.-
>
> *Explanation : For the purpose of this rule "ongoing project" means a project where development is going on and for which completion certificate has not been issued but excludes such projects which fulfill any of the following criteria on the date of commencement of relevant provisions of the Act:-*
>
> *(i)* **.....**

(ii) where sale/lease deeds or possession letter of minimum sixty percent of the apartments /houses/plots in the phase/project have been executed"

Contention of the counsel for the appellant is that more than 60% of the units and apartments out of total 38 units have already been sold and possession has already been handed over to the buyers and a list of purchasers are also annexed with written submission as Anx.R-6 but it was liable to be exempted if it was done prior to commencement of the RERA Act, 2016 i.e. w.e.f. 01/05/2017.

It is worthwhile to peruse the finding of the Regulatory Authority in this regard, as under:-

> *"The respondent Shri Harish Jasuja has submitted a list of 20 sale deeds or agreements for sale that have been executed, but out of these, at least 12 sale deeds/agreements for sale are found to have been executed on or after 01.05/2017; and, out of the remaining 8, the agreement dated 15.03.2017 in respect of shop No.2 has not been signed by the concerned allottee and is thus a mere draft signed only by the promoter. Thus, at best, there are only seven apartments in respect of which sale deeds or agreements for sale/possession letters had been executed before the commencement of the Act, which comes to less than 20% of the total number of 38 apartments in Shri Jasuja's project or phase of the project. As such, the project is clearly ineligible for the exclusion provided under clause (ii) of Explanation to Rule 4 quoted hereinabove. Accordingly, the project is an ongoing project required to be registered under section 3 of the Act".*

It is also noted that out of total sold units, 3rd Floor (an independent floor) was sold out in 2015 and sale-deed is available on record as Anx.8, to the co-Promoter Mr.Rajendra Wadhwa, which is against the very intent of Rule 4(ii) of the RERA Rules, 2017. Meaning thereby, the appellant cannot be entitled for taking benefit of clause (ii) of *Explanation* to Rule 4 of the RERA Rules, 2017.

10) In the light of decision of the Hon'ble Apex Court in the matter of ***M/s. Newtech Promoters and Developers Pvt.Ltd. V/s. The State of Uttar Pradesh : 2021 SCC OnLine SC 1044,*** the Act is retroactive in nature but admittedly, the appellant did not obtain any completion certificate from the competent authority till today and not even able to get the completion certificate because appellant-Harish Jasuja has constructed one extra floor beyond the sanction building plan and Nagar Nigam Sriganganagar (the competent authority to issue completion certificate) has seized the extra floor and initiated proceedings for such unauthorized construction in the project in violation of the Sanctioned Maps Building Bye-laws. The arguments advanced by the counsel for the appellant are not acceptable as per clause 16(1) of the Jaipur Building Bye-laws and on the basis of the said Bye-laws because the project is not governed by the Jaipur Building Bye-laws not having any overriding effect on the RERA Act, 2016. The appellant cannot escape from its liability as provided under Section 3 of the Act of 2016.

11) During the course of arguments, Smt.Shakuntala Sachdeva, Allottee-Respondent in Appeal No.92/2022, tendered a Pen Drive to this Tribunal containing : (i) Videos, (ii) Photos & (iii) Screen Shots of Project-"City Trade Center", Sri Ganganagar relating to M/s.MNG Dreamz prepared by her on 06/02/2021. Upon seeing the contents of aforesaid videos, photos and screen shots dated 06/02/2021, it is crystal clear that the Project is still incomplete.

12) We are, therefore, of the considered view that the project - "City Trade Center" is required to be registered under Section 3 of the RERA Act, 2016 as an 'ongoing project'.

Question A is decided accordingly.

Question B in rest of the Appeals:-

(B) Whether the impugned-order dated 09/05/2022 passed by learned RERA Authority and finding against appellant-Harish Jasuja and dissolved firm M/s.MNG Dreamz, is liable to be set-aside?

13) Finding on Issue B:-

In order to ascertain the status and role of M/s.MNG Dreamz, which is the partnership firm of appellant-Harish Jasuja and Rajendra Wadhwa, it is true that M/s.MNG Dreamz was not owner of the project land and ownership is separately vested in appellant-Harish Jasuja and respondent-Rajendra Wadhwa independently but in the light of definition of 'promoter' provided under Section 2(zk), the ownership of land is not required but there is an ample evidence on record to hold that M/s.MNG Dreamz marketed the project as one single project. So far as other respondents-allottees in appeals are concerned, the details of booking and deposited amount may read, as under:-

S. No.	Name of the Complainant with Complaint No.	Particulars of the allotted unit	Amount Paid (Rs. in lakhs)	Particulars of Payment
1	**Kundan Lal** (2019-2818)	Shop No. LGF-8	8.50	Payment of **Rs.8,50,000/-** made by two cheques (cheque No. 941043 for Rs.**5,70,000/-** drawn on Oriental Bank of Commerce and cheque No. 007243 for **Rs.2,80,000/-** drawn on Corporation Bank) both dated 16.04.2014, which payment has been acknowledged vide **Receipt No.CTC-5304 dated April, 2014 of M/s MNG Dreamz.**

			8.50	**Rs.8,50,000/-** paid in cash on 10.04.2013 to Shri Rajendra Wadhwa and Shri Harish Jasuja, which payment is proved by **Receipt No.CTC-6121 dated 10.04.2013 of M/s MNG Dreamz for Rs. 85,000/- (10% of the amount)** and the affidavit dated 02.09.2021 submitted by the complainant, affirming that the payment of **Rs.8,50,000/-** was made in cash on 10.04.2013 to Shri Rajendra Wadhwa and Shri Harish Jasuja, cash was counted by both of them, and the **receipt of MNG Dreamz was issued by Shri Rajendra Wadhwa but only for Rs.85,000/- (10% of the amount)** as per the system of their working.
			17.00	**Total**
2	**Om Prakash Gera, through LRs –** (i) Poonam Gera, wife; (ii) Sanjeevani Gera, daughter; and (iii) Sanjeet Gera, son of the deceased complainant (2019-2825)	Shop No.4F-17	1.20	**Payment of Rs.1,20,000/-** is proved by the Corporation Bank Account Statement of Ms. Poonam Gera, showing debit entry of **Rs.1,20,000/- paid to Jasuja Builders vide cheque No. 0079202 (cleared on 10.06.2013) and Receipt No. 6139 dated 15.05.2013 of M/s MNG Dreamz for Rs.12,000/-** for cheque received (10% of the amount).
			2.40	**Rs.2,40,000/-** paid in cash to Shri Rajendra Wadhwa and Shri Harish Jasuja on 15.05.2013, acknowledged vide **Receipt No. CTC-6139 dated 15.05.2013 of M/s MNG Dreamz** for an amount of **Rs.24,000/-** and the affidavit submitted by the

				complainant on 08.09.2021, affirming that the amount of **Rs.2,40,000/-** was paid in cash on 15.05.2013, to Shri Rajendra Wadhwa and Shri Harish Jasuja and the cash was counted by both of them, and the **receipt of MNG Dreamz was issued by Shri Rajendra Wadhwa but only for Rs. 24,000/- (10% of the amount).**
			3.60	**Rs.3,60,000/-** paid by cheque No. 41871 dated 29.03.2014 drawn on Corporation Bank in favour of Anami Buildmart and acknowledged vide **Receipt of MNG Dreamz No. CTC-4114** of March, 2014 for **Rs.3,60,000/-.**
			3.60	**Rs.3,60,000/-** paid vide cheque No.41872 dated 10.07.2014 **drawn on Corporation Bank in favour of Anami Buildmart.**
			10.80	**Total**
3	**Sunil Jhorar** (2019-2988)	Office No. 4F-16	3.58	**Rs.3,58,000/-** paid in cash to Shri Rajendra Wadhwa and Shri Harish Jasuja on 21.03.2013 and acknowledged vide **Receipt No.CT-5161 dated 21.03.2013 for an amount of Rs. 35,800/-** and the affidavits dated 02.09.2021 and 09.09.2021 submitted by the complainant affirming that the actual amount paid in cash to the respondents, and counted by both Shri Rajendra Wadhwa and Shri Harish Jasuja, was Rs.3,58,000/-, and the **receipt was issued by Shri Rajendra Wadhwa but only**

				for Rs.35,800/- (10% of the amount).
			2.80	Rs. 2,80,000/- paid by cheque No. 772878 dated 10.05.2014 for Rs. 2,80,000/- drawn on Oriental Bank of Commerce in favour of M/s MNG Dreamz.
			6.38	**Total**
5.	**Shakuntla Sachdeva** (2019-3151)	Shop No.5 (LGF)	32.00	**Payment of Rs.32,00,000/- is acknowledged in the agreement for sale executed on 04.01.2016 between the complainant and the respondent Shri Rajendra Wadhwa.**
			32.00	**Total**
6	**Nischal Kumar Makkar** (2021-4120)	Office No.4F-1	3.60	Payment of **Rs.3,60,000/-** made in cash on 10.04.2013 to Shri Rajendra Wadhwa and acknowledged by **Receipt No.CTC-6111 dated 10.04.2013 of M/s MNG Dreamz issued for Rs.36,000/-** and the affidavit dated 11.04.2022 submitted by the complainant affirming that he has paid full amount of Rs.3,60,000/- to Shri Rajendra Wadhwa, and the **receipt was issued by Shri Rajendra Wadhwa but only for Rs.36,000/- (10% of the amount).**
			3.60	**Total**
7	**Shyam Sunder Bishnoi** (2021-4249)	Office No.4F-2	3.86	Payment of **Rs.3,86,000/-** made in cash on 10.04.2013 to Shri Harish Jasuja, acknowledged vide **Receipt No. 6135 dated 10.04.2013 of M/s MNG Dreamz but for an amount of Rs.38,600/- (10% of the amount)** and the affidavit dated 19.06.2021

				the complainant has submitted alongwith the complaint.
			1.86	Payment of **Rs.1,86,000/-** made by self-cheque No. 138459 dated 20.05.2014 drawn on SBBJ and handed over to Shri Harish Jasuja, acknowledged vide **Receipt No. 3101 dated 20.05.2014 of M/s MNG Dreamz but for an amount of Rs. 18,600/- (10% of the amount)** and the affidavit dated 19.06.2021 submitted by the complainant alongwith the complaint.
			0.07	Paid in cash (towards brokerage commission) to Shri Harish Jasuja on 20.05.2014, proved by the affidavit dated 19.06.2021 submitted by the complainant alongwith the complaint.
			5.79	**Total**

It is crystal clear from above details that the allottees-respondents have deposited the amount for allocation of units mentioned in the above table and as per above details, M/s.MNG Dreamz issued the receipts for the amount received from the respective allottee-respondents.

14) Mr. Gurmoj Goyal, learned counsel appearing for the Appellant-Promoter has also argued that all the receipts issued by M/s.MNG Dreamz are false and fabricated but it is revealed from the record that out of total deposited amount, M/s.MNG Dreamz only issued the receipt of lesser amount out of the total deposited amount and allottees submitted an Affidavit for remaining deposited amount. If the allottees have made these false and fabricated receipts then, they

are free to make the false receipts for total deposited amount but receipts are near about 10% of the total deposited amount. In such circumstances, the argument of the counsel for the appellant is not acceptable that the receipts so made by the allottees, were not issued by M/s.MNG Dreamz.

It is noted that so far as refund with interest granted by the learned Regulatory Authority vide subsequent order dated 13/03/2023 is concerned, appellant-Harish Jasuja preferred appeal against this order but the same was dismissed by this Tribunal on 02/08/2024 for want of mandatory pre-deposit under Section 43(5) of the RERA Act, 2016. Therefore, it is not appropriate to touch the merit of the order dated 13/03/2023 because this order was not challenged in all these appeals and attained its finality on the basis of non-compliance of mandatory pre-deposit under Section 43(5) of the RERA Act, 2016.

15) Mr. Amrit Kumar Surollia**,** learned counsel appearing for the LRs of respondent late Shri Om Prakash Gera pointed out with regard to legal representatives of respondent-late Shri Om Prakash Gera that despite the legal representations of late Shri Om Prakash Gera were taken on record by the learned Regulatory Authority, the appellant filed this Appeal No.116/2022 without impleading the legal representatives of late Shri Om Prakash Gera and this appeal was simply preferred against respondent Shri Om Prakash Gera. As per record, the contention of counsel for the respondent is found correct that after death of deceased-respondent late Shri Om Prakash Gera, his legal heirs were not

impleaded in the said appeal in the array of respondents. Although, the appellant has filed an application under Order 22 Rule 4 CPC on 29/04/2026 for impleadment of LRs of late Shri Om Prakash Gera as party-respondents along with amended cause title after the matter was closed for orders on 23/04/2026. If we take the amended cause title on record then also, the appellant is not entitled to get any relief in Appeal No.116/2022 and other appeals against the respondents-allottees.

16) The appellant-promoter claimed that M/s.MNG Dreamz was closed in 2016 on the basis of one information provided to the Commercial Tax Department. As per communication, it was mentioned that they (partners) have dissolved the firm and did not want to continue the firm's business. Obviously, the partnership firm can be dissolved by partners at will but even after a partnership firm has been dissolved, the erstwhile partners of the firm is liable for the acts done by the partnership firm or its partner while it was in existence. Admittedly, no public notice has been given by any partner of this firm under Section 45 of the said Act in the manner provided under Section 72 of the Indian Partnership Act, 1932. Under Section 45 of the Act of 1932, the partners are continue to be liable to third party for the acts of the firm done before dissolution and this liability continues until public notice (under Section 72) for dissolution is given. In other words, if a liability arose while the firm was existed, dissolution does not wipe it out. In the present case, the partnership firm of appellant-Harish Jasuja and respondent-Rajendra Wadhwa marketed the project.

17) Counsel for the appellant-promoter argued that the proprietorship firm of appellant-Harish Jasuja was also dissolved and communication to Commercial Tax Department is placed on record as Anx.R/8 along with written submission. Counsel further argued that the firm is not owner of the project land, therefore, the impugned-order is not sustainable in the eyes of law under Section 14 of the Indian Partnership Act, 1932. Since no public notice was issued under Section 45 read with Section 72 of the Indian Partnership Act, 1932 then, firm is liable to act for the third party when it was in existence. It is relevant to further mention here that the respective role of M/s.Jasuja Builders and M/s.Anami Buildmart, was not ascertained by the learned Regulatory Authority in the impugned order, although, in the subsequent order dated 13/03/2023, the learned Regulatory Authority held that both the firms are also liable for registration on the basis of Logo & Name of both the firms as mentioned in the Brochure under the name of M/s.MNG Dreamz but the subsequent order dated 13/03/2023 is not under challenge in this appeal, therefore, this contention of the counsel for the appellant is not sustainable in the eyes of law. In such circumstances, the learned Regulatory Authority has rightly concluded, as under:-

> *"In our view, the Act is not concerned so much with the landowner as it is concerned with the person who may or may not have the ownership of project land or approvals of the competent authority to develop the project, but presents or publicises a real estate project in the making, by way of an advertisement, brochure or pamphlet, sells a dream by making promises therein to the unsuspecting, potential buyers and lures them into booking plots or*

apartments in the real estate project so presented. The practice of companies and firms presenting themselves as promoters of the project and, after having done some good marketing and generated interest of potential buyers in the project and collected money in their own name or some other name, disappearing into thin air, was rampant at the time when the Act came into force; and the Act seeks to prevent and deal with such instances of firms and companies who have no ownership of the project land or have no sanction of the competent authority for their building plans, but sell units in the project and then do not own any responsibility towards the buyers or disappear from the scene altogether. That is why, under Explanation to section 2(zk) of the Act, quoted above, a person who merely sells apartments or plots in a project is also included in the definition of 'promoter' and is made liable as such, along with the promoter who constructs or develops the project, for the functions and responsibilities of promoters provided under the Act, prescribed under the rules or specified under the regulations made thereunder. One meaning of the verb 'sell', as given in the Oxford Advanced English Dictionary, is 'to offer something for people to buy' apart from the more commonly understood meaning of the term 'to give something to somebody who pays for it and is then the owner of it'. This clearly shows that M/s MNG Dreamz has acted as a promoter of the impugned project, besides its developer promoters, Shri Harish Jasuja and Shri Rajendra Wadhwa".

18) The observations and findings of the learned Regulatory Authority recorded in the impugned-order dated 09/05/2022 are not found to be perverse, arbitrary or in contravention of any provisions of the RERA Act, 2016 and RERA Rules, 2017 made thereunder. Hence, the impugned-order is liable to be affirmed.

Question B is answered accordingly.

19) In view of above observations, all the Appeals preferred by the Appellant-Promoter fail and are hereby dismissed. The impugned-order dated 09/05/2022 passed by learned Regulatory Authority in Suo Moto proceedings is affirmed.

20) Pending interim order or any other application, if any, stands closed.

21) A copy of this order be transmitted to the counsel for the parties, complainants-respondents/allottees and RAJ-RERA, Jaipur and also be kept in every appeal.

Files be consigned to record.

Yudhisthir Sharma,
Member (Judicial)

(Madan Gopal Vyas), J.
Chairperson

Anil Goyal-PS/Suppl.1-8