

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,
HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM**

Complaint No.6783-2022

Date of Decision: 12.05.2025

Manorma Chauhan, Rashmi Mehta & Namrata Jaggi through POA,
r/o E-502, Raheja Atlantis, Sector-31, Gurgaon, Haryana-122001.

Complainants

Versus

M Three M India Pvt Ltd., Paras Twin Towers, B, 6th Floor, Golf
Course Road, Sector-54, Gurugram-122002

Respondent

APPEARANCE

For Complainants:

Ms Manika, Advocate

For Respondent

Ms Shriya Takkar, Advocate

ORDER

1. This is a complaint filed by **Manorma Chauhan, Rashmi Mehta & Namrata Jaggi** (allottees) under sections 12, 14, 18 and 19 read with section 71 of The Real Estate (Regulation and Development), Act 2016, against M/s. M Three M Pvt Ltd. (promoter).

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2. According to complainants, the respondent is a leading Real Estate Builder, engaged in the development of the real estate projects. In 2010, the respondent gave advertisements and raised tall claims in respect of project namely M3M Golf Estate, Sector 65, Gurugram. Relying on the assurances, representations and warranties by the respondent and its shrewd marketing gimmick, they (complainants) were lured by the respondent to invest in the project. A unit MGE-2 TW-05/11A, Level - 11, Tower 05 admeasuring 3655 sq. ft (the Unit) in the said project ("M3M Golf Estate, Sector-65, Gurugram) was allotted to them.

3. The respondent started construction after two years of booking of the amount. Promise of same for speedy delivery of the Project turned out to be false hopes. They (complainants) paid a sum of Rs. 99,78,150/- as per Builder's Buyer Agreement. The respondent was obliged to complete construction and to offer physical possession of the unit within 36 months of start of construction (28.12.2012). In this way, due date came to be 28.12.2015. However, the possession was offered to them only on 18.12.2017 after delay of about two years.

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4. The booking of unit was made by the respondent after getting payment of Rs. 33,30,000/- on 14.12.2010 but BBA was not executed immediately after receipt of said amount, which was delayed. It was finally executed on 14.03.2011. The respondent wrongly enjoyed the interest. Builder's Buyer Agreement was one-sided. They had no option but to sign the same. The respondent raised unlawful demands along with offer of possession. Same made change in the Unit from "MGE-2 TW-05/11A" TO-511A. Due to delivery having not been made in time, they (complainants) lost profit and same suffered mental and physical harassment.

5. That over the course of 13 years, they (complainants) had been the victims of the malafide and unlawful conduct of the respondent and had resultantly undergone mental agony and harassment.

6. That they (complainants) have been engaged with the respondent since 2010, dreaming of having their own house. However, due to one-sided and malafide conduct of the respondent, they have been harassed for over 13 years.

7. That aggrieved by the conduct of the respondent, they (complainants) had approached Ld. Authority vide complaint No.

5678/2019, which has been decided in their favour on 05.05.2022.

The execution of the same is still pending.

8. That Ld. Authority under para 25 of the said Order, had granted leave to them (complainants) to approach this forum against the respondent, who has been indulgent in unfair trade practice.

9. Citing all this, the complainants prayed for compensation as follows: -

- i. To direct the respondent to give compensation of Rs. 9,97,815/- (being 10% of the amount retained by the respondent) for initiating the construction after 2 years of booking and wrongfully retaining the money of the complainants along with interest 12% and/or
- ii. To direct the respondent to give compensation of Rs. 5,00,000/- for inordinate delay in construction of the Project along with interest 12%; and/or
- iii. To direct the respondent to give compensation of Rs. 1,99,563 (calculated @ 12% for 3 months) being interest for wrongfully keeping a substantial sum of Rs. 66,52,100/- from the complainants before execution of the agreement.
- iv. To direct the respondent to give compensation of Rs. 1,00,000/- for taking undue advantage of its domination position and executing a one-sided and arbitrary agreement along with interest 12% and/or
- v. To direct the respondent to give compensation of Rs. 20,00,000/- for raising illegal and arbitrary demands of approx. 3 crores along with interest 12% and/or
- vi. To direct the respondent to give compensation of Rs. 10,00,000/- for unilaterally increasing the area without any justification and for unilaterally changing the unit of the complainants along with interest 12% and/or

- vii. To direct the respondent to give compensation of Rs. 39,27,304/- (10% of the total sale consideration) as loss of profit caused to the complainants due to the forfeiture by the respondent along with interest 12% and/or
- viii. To direct the respondent to give compensation of Rs. 10,00,000/- for causing harassment, mental agony and financial burden to the complainants along with interest 12% and/or
- ix. To direct the respondents to pay compensation of 25% of the total sale price as loss of escalation of cost of the property along with interest 12%.
- x. To direct the respondent to pay compensation of Rs. 1,00,000/- for wrongfully charging deduction of stamp duty from the complainants.
- xi. To direct the respondent to pay compensation to the tune of Rs. 3,20,000/- in lieu of litigation cost for pursuing the present case and the case before the Authority and the civil case along with interest 12%.
- xii. To direct the respondents to pay interest @ 12% p.a. on the compensation that may be awarded, if not paid within the time period, as may be stipulated by this forum.
- xiii. Pass any other order, as may deem fit.

10. The respondent contested the claim of complainants by filing a written reply. It is admitted by the respondent that the complainants were allotted an Apartment bearing Unit No. MGE-2 TW-05/11A vide allotment letter dated 18.12.2010 in the Complex '*M3M Golf Estate Fairway East*'. It is averred further that it (respondent) sent an Apartment Buyer's Agreement to the complainants vide letter dated 05.02.2011 for execution at their end, but it was executed on 14.03.2011. The complainants were

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duty bound to make timely payments but defaulted in making payments.

11. That the complainants had, of their own free will, opted for a construction linked payment plan and were thus time and again aware of the actual stages of construction as the demands were raised by the respondent only after the relevant construction milestones were achieved.

12. That the complainants have till date paid an amount of Rs. 99,78,150/- out of the total sale consideration of Rs. 4,11,50,498/-. It (respondent) has suffered huge loss on several grounds. The complainants have been chronic defaulters and they paid only first three instalments which are time linked instalments. No loss or damage has been caused to the complainants; thus, the complainants are not entitled for any relief whatsoever.

13. That the parties are bound by the terms and conditions mentioned in the agreement, which the complainants have violated. Therefore, they (complainants) do not deserve any relief whatsoever.

14. Contending all this, the respondent prayed for dismissal of complaint.

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15. Both of the parties filed their affidavits in evidence, reaffirming their case. I have heard learned counsels for both of the parties and perused the record on file.
16. It is submitted by learned counsel for respondent that even if there was delay in completion of the construction, same was fault of complainants themselves as they did not make payments in time. Total sale consideration of unit allotted to complainants was fixed as Rs. 3,92,73,042/- while complainants paid only Rs. 99,78,150/-. They failed to pay remaining amount as per schedule of payment, agreed between the parties. Her client (respondent) was forced to issue notice of termination of unit on 29.05.2018. Before issuing said letter of cancellation, the respondent issued various reminders/pre-cancellation letters asking the complainants to pay the amount, but the complainants failed to pay it. The respondent received OC on 25.07.2017 and again issued notice to the complainants to take possession but complainants did not respond. Constrained in this manner, her client i.e. respondent cancelled the allotment of unit.
17. Learned counsel pointed out that present complainants filed complaint before the Authority i.e. complaint No. 5678 of 2019,

which was decided by the Authority vide order dated 05.05.2022.

The Authority was of the opinion that construction could not be completed due to fault of present complainants and hence her client (respondent) was allowed to deduct earnest money while refunding the amount paid by the complainants.

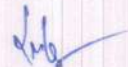
18. A copy of said order is put on file. I have been taken through this order, passed by the Authority through which, complaint filed by present complainants was disposed of.

19. In the absence of filing any appeal etc, said order of Authority dated 05.05.2022 has become final. From aforesaid order of Authority, it is apparent that construction of building was delayed due to fault of present complainants, for not making timely payment. Amount paid by them (complainants) has already been ordered to be refunded. On this reason, the complainants are not entitled to any compensation as prayed by them. Their complaint is thus, dismissed.

20. Parties to bear their own cost.

21. File be consigned to record room.

Announced in open court today i.e. on 12.05.2025.



(Rajender Kumar)
Adjudicating Officer
Haryana Real Estate Regulatory Authority,
Gurugram. 12.05.2025