

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

<b>Complaint no.:</b>	<b>4937 of 2022</b>
<b>Date of filing:</b>	<b>27.07.2022</b>
<b>Date of order:</b>	<b>01.05.2025</b>

Manish Rathor

**Resident of:** - H. No.141, DDA Pocket-2, Near ITL  
School, Sector-09, South West, Delhi-110075.**Complainant**

Versus

M/s Prompt Engineering Private Limited

**Regd. office at:** GF-1, Vipul Plaza, Village Haiderpur  
Viran, Sector-54, Gurugram, Haryana - 122002.**Respondent no.1**

M/s Manglam Multiplex Private Limited

**Regd. office at:** Cabin no.1, LGF, F-22, Sushant Shopping  
Archade, Sushant Lok Phase-1, Gurugram, Haryana -  
122002.**Respondent no.2****CORAM:**

Shri Vijay Kumar Goyal

**Member****APPEARANCE:**

Shri Manish Rohilla (Advocate)

Ms. Shriya Takkar (Advocate)

Complainant

Respondents

**ORDER**

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions as provided

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under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

#### A. Project and unit related details

2. The particulars of the project, the amount of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"M3M Corner Walk"
2.	Location of the project	Sector-74, Gurugram, Haryana
3.	Nature of the project	Commercial colony
4.	License area	7.44375 Acres
5.	DTCP license no. and validity status	121 of 2008 dated 14.06.2008
6.	RERA Registered/ not registered	<b>Registered</b> 17 of 2018 dated 24.01.2018 Valid up to 31.03.2025
7.	<b>"Project - M3M Heights"</b>	
8.	Unit no. – MH/TW/01/2805	Unit no. – MH/TW/01/2705
	Booking date: 08.05.2018	Booking date: 30.05.2018
	Allotment Letter: 12.05.2018 (page 36 of reply)	Allotment Letter: 30.05.2018 (page 111 of reply)
	Buyer's Agreement: 10.10.2018	Buyer's Agreement: 10.10.2018
	Demand letter: 30.05.2018	Demand letter: 13.10.2018
	Reminder : 15.10.2018	Reminder : 12.07.2019, 09.11.2019
	Pre Cancellation letter: 31.10.2018, 03.12.2019	Pre Cancellation letter: 03.12.2019, 17.12.2020.
	Cancellation letter: 11.11.2020	Cancellation letter: 11.11.2020, 24.12.2020
	Total sale consideration: <b>Rs.1,47,24,884/-</b>	Total sale consideration: <b>Rs.1,47,24,884/-</b>
	Amount Paid against the unit: <b>Rs.3,95,074/-</b>	Amount Paid against the unit: <b>Rs.3,95,074/-</b>



9.	<b>"Project - M3M Corner Walk"</b>	
10.	Unit no.	R5-206, Corner unit (As alleged at page no. 13 of the complaint)
12.	Unit area admeasuring	1265 sq. ft. (super area) (As alleged at page no. 4 of the complaint)
13.	Allotment letter [w.r.t M3M Corner Walk]	<b>Not allotted</b>
14.	Date of execution of BBA	Not executed
15.	Total sale consideration	Can't be ascertained
16.	Amount paid by the complainants	Rs.1,00,000/- (As per the details of the bank statement provided by the complainant with written submissions.)
17.	Payment Plan	Not available
18.	Occupation certificate	31.08.2021, 04.10.2022 & 15.01.2024 [as uploaded at RERA Website]
19.	Completion certificate	28.10.2024 [as uploaded at RERA Website]
20.	Due date of possession	Cannot be ascertained
21.	Offer of possession	Not available
22.	Confirmation for transfer [by M/s M3M India Pvt. Ltd.]	19.05.2020 (As per page 15 of complaint and as per page no. 72 of application for dismissal of complaint)
23.	Email from M3M India Pvt. Ltd. [w.r.t amount to be transferred without any-deduction]	16.09.2020 (page 19 of complaint)
24.	Email from M3M India Pvt. Ltd. [to submit fresh set of documents]	20.03.2021 (page 109 of reply)
25.	Email from complainant [asking the company w.r.t which fresh documents are required]	21.03.2021 & 24.03.2021 (page 1 of additional documents)



**B. Facts of the complaint:**

3. The complainant has made the following submissions in the complaint:

- i. That the complainant is an innocent allottee of the unit no. R5-206 at commercial real estate project popularly advertised as "M3M Corner Wall", developed by Prompt Engineering Private Limited.
- ii. That the allottee is aggrieved by the ambiguous transfer of units being done by M3M India Private Ltd., unlawful retention of the allottee's hard earned money by the developer and gross violation of the provisions of RERA.
- iii. That the respondent/ developer is associated with the popular real estate group M3M India Private Limited and is engaged in development of multiple real estate projects across Gurugram.
- iv. That on 26.09.2017, the representative of the M3M Group namely Sakshi Bhatia claiming to be the owner of Seedwill Real estate Consulting Pvt. Ltd and registered agent of M3M group, had approached the complainant for selling a flat at their flagship project with an area of approx. 1265 sq. ft. & 117.52 sq. mtrs. in M3M Heights located at-Sector-65, Gurugram-Manesar Urban Complex, Gurugram, Haryana.
- v. That on the assurance of M3M Group's representative, complainant trusted and showed his interest in buying two flats and tendered a sum of Rs.1,00,000/- each as a booking amount of two flats vide cheque no. 000029 dated 26.09.2017 and cheque no.000030 dated 05.10.2017 in favour of MMPL M3M Heights-IHFL.
- vi. That at the time of booking complainant was assured by company's representative of fixed returns under the prestigious 'subvention scheme' vide which respondents had assured of 0% interest payment by the complainant.





- vii. That in pursuance of the same complainant had further issued several cheques bearing no. 491246, 491247, 491248, 491249, 497522, 497523 within one year towards two unit i.e. T1/2805 and T1/2705 in M3M heights and paid total of Rs.7,90,148/-.
- viii. That whenever, the complainant asked the M3M Group officials to enter into builder buyer agreement, its company officials handed over a new set of agreement to be counter signed by the complainant. Shockingly, the copy of the same was never handed over to the respondent.
- ix. That the complainant had left repeated reminders to the respondent's company officials with respect to his grievances in relation to acknowledgement of payments and builder buyer agreement. Sadly, no redressal was given of the same.
- x. That when complainant asked for complete return of his hard earned money and threatened of legal repercussions to the respondent's company officials, M3M company's officials came up with a new scheme and shifted/adjusted the units of the complainant (i.e. unit T1/2805 and T1/2705) in M3M Heights to another commercial project namely M3M Corner Walk, Gurugram (HRERA Reg. No. 17 of 2018) located at Sector-S74, Gurugram by freshly allotting a corner unit R5-206.
- xi. That M3M company's officials assured my client that the funds Rs.3,95,074/- each, which was transferred towards unit T1/2805 and T1/2705 in M3M Heights will be adjusted in a new unit R5-206 in M3M Corner Walk but no proper receipt of the same was given apart from a normal communication regarding adjustment and transfer of unit.
- xii. That the respondent and the M3M officials asked the complainant to pay Rs.1,00,000/- as a booking amount for the new unit R5-206 M3M corner walk into their escrow account with following details: A/c Name- M3M India Private Limited, A/c No.- 039905005541, IFSC Code-





ICIC0000399 and assured that any loss incurred by the complainant will be duly compensated. And based on respondent's company officials' assurance, on 20.05.2020 my client again paid Rs.1,00,000/- as additional booking amount for the new unit and despite of payment by the complainant the grievances of the complainant were not resolved. Shockingly, neither the acknowledgement receipt was provided by the respondent's company officials nor any reply was given to the complainant's emails. To utter remorse, there was continuous delay by the respondent's company officials on one pretext or other.

- xiii. That on 16.09.2020, after repeated reminders, an ambiguous reply was sent by the respondent and M3M group officials stating that the complainant's money will be adjusted in the upcoming project of the respondent.
- xiv. That the complainant believed the words of the respondent's representative and paid the total amount of Rs.8,90,148/- to the respondent.
- xv. That the complainant had invested his hard-earned money in the booking of the unit in the project in question on the basis of false promises made by the respondent at in order to allure the complainant.
- xvi. Therefore, the present complainant is forced to file present complaint before this hon'ble authority under Section 31 of Real Estate Regulation and Development Act, 2016 read with Rule 28 of Haryana Real Estate (Regulation and Development) Rules, 2017 to seek redressal of the grievances against the respondent company.

**C. Relief sought by the complainant:**

- 4. The complainant has sought following relief(s):
  - a. That the complainant seeks refund of the amount of Rs.8,90,148/- along with interest @24% per annum from the date of payments.

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- b. That the complainant has suffered undue losses, due to the malpractice and violation of RERA Act committed by the respondent and hence the complainant may kindly be awarded a sum of Rs.1,00,000/- as litigation cost.
- c. Any other relief which this Authority deems fit and proper may kindly be passed in favour of the complainant.
5. On the date of hearing, the authority explained to the respondent/ promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

**D1 Reply by respondent no.1 (i.e., M/s Prompt Engineering Private Limited)**

6. The respondent no.1 has contested the complaint on the following grounds:
- i. That the complainant has approached this Authority with unclean hands and has tried to mislead this Authority by making incorrect and false averments and stating untrue and incomplete facts and, as such, is guilty of *suppressio very suggestion falsi*. The complainant has suppressed and/or mis-stated the facts and, as such, the complaint apart from being wholly misconceived is rather the abuse of the process of law. On this short ground alone, the complaint is liable to be dismissed.
- ii. That the respondent i.e., Prompt Engineering Pvt. Ltd. has no locus or any concern with the Lis in question as it is a separate and distinct legal entity, which has erroneously been impleaded by the complainant in the array of respondent.
- iii. That the complainant vide the instant complaint is seeking refund of the amount of Rs.8,90,148/- along with the interest @24% per annum from the date of payments. However, the said amount was paid by the complainant in respect of the two units booked by him in the project "M3M heights" and not





"M3M Corner Walk" and therefore the prayer of refund qua the same has to be filed against the developer/promoter of the project "M3M heights".

- iv. That the complainant had booked two units in the Project "M3M Heights", which is an integral part of the mixed land use development being undertaken by M/s. Manglam Multiplex Pvt. Ltd. That the respondent herein is neither the promoter nor the developer of the project "M3M Heights". The said Mixed Land Use Development Project is a RERA Registered Project (HARERA-Registration no.1 of 2017 dated 14.06.2017) of Manglam Multiplex Pvt. Ltd. (HARERA-Registration no. 1 of 2017 dated 14.06.2017).
- v. That no payments whatsoever have been made to the respondent with respect to the subject units and no allotment was ever made in the favour of the complainant in the project "M3M Corner Walk", therefore, there is no privity of contract between M/s. Prompt Engineering Pvt. Ltd. and the complainant. Thus, no cause of action has arisen to make the respondent a party to the present complaint.
- vi. That the respondent herein is not a necessary party since there is no privity of contract in existence with the Complainant herein. It is submitted that the complainant has consciously made payments to Manglam Multiplex Pvt. Ltd. which is the promoter company of the project, and have made no payments to the respondent with respect to the subject units and thus there is no cause to make the respondent a party.
- vii. That the alleged amount of Rs.8,90,148/- has been paid by the complainant to M/s. Manglam Multiplex Pvt. Ltd. and not to the respondent.
- viii. Thus, from the above it is clear that a complaint can only be filed against a promoter, allottee or real estate agent. That the respondent is neither the promoter or real estate agent of the project and no cause of actions is attributable to the respondent company. The complaint has been wrongly filed against the respondent without any *locus standi* against the respondent.



The present complaint should thus be dismissed for impleading a wrong party which is neither a necessary nor proper party. The complainants intentionally chose not to make Manglam Multiplex Pvt. Limited as a party to the present complaint so as to obtain undue advantage by seeking an order against their back and such an approach cannot be entertained. That this Authority due the impleadment of wrong parties will not be in a position to pass any effective decrees in the present matter, and the present complaint ought to be dismissed with cost. Therefore, the present complaint is liable to be dismissed solely on the ground of mis-joinder of parties by impleading the respondent, which is neither a necessary nor proper party and the non-joinder of necessary party i.e. M/s Manglam Multiplex Pvt. Ltd.

- ix. Thus, the complainants intentionally chose not to make Manglam Multiplex Private Limited a party to the present complaint so as to obtain undue advantage by seeking an order against their back. That such an approach cannot be entertained and the present complaint should be dismissed outrightly. Thus, the complainant is not entitled to any relief whatsoever.
- x. That the complainants have no cause of action against the respondent and thus the present complaint should also be dismissed for want of cause of action.
- xi. That the complaint is frivolous, vague and vexatious in nature. The complaint has been made to injure and damage the interest and reputation of the respondent and that of the project. Therefore, the instant complaint is liable to be dismissed in limine.

**D2 Reply by respondent no.2 (i.e., M/s Manglam Multiplex Private Limited)**

7. The respondent no.2 has contested the complaint on the following grounds:

- i. That the respondent no.2 i.e., M/s Manglam Multiplex Pvt. Ltd. is engaged in the business of construction and development of real estate projects and has carved a niche for itself in the real estate sector.



- ii. That the complainant has neither any cause of action nor any locus standi to maintain the present complaint against the respondent, especially when the complainant actually defaulted in making the payments of instalments and is now seeking refunds which is completely contrary to the terms and conditions of the understanding between the parties.
- iii. That as per the RERA Regulation, a single complaint needs to be filed for a single apartment/unit. In the present case, the complainant has filed a single complaint for two separate apartments/allotments. In the present case, the complainant has filed a single complaint for two separate units i.e. unit no.MH/TW/T1/2805 (unit 1) and for unit no.MH/TW/T1/2705 (unit 2) in project 'M3M Heights', residential component of mixed land use project being developed in Sector 65 Gurugram in a planned and phased manner and paid an amount of Rs.3,95,074/- for each units against the total dues of Rs.1,47,24,884/- plus charges against the unit in question. That the complainant has only deposited 02.68% for each unit of the total sales consideration.
- iv. That the respondent no.2 vide the allotment letter raised a demand of Rs.4,62,842/- payable on or before 06.07.2018 for unit 1 and a demand of Rs. 4,62,842/- payable on or before 28.07.2018 for unit 2.
- v. That the complainant failed to clear his outstanding dues raised vide demand, therefore the respondent no.2 issued reminder letter wherein the complainant to remit an outstanding within 15 days of the said reminder. Despite issuance of the reminder letters, the complainant did not come forward to clear his outstanding dues and therefore the respondent was constrained to issue pre-cancellation notices finally calling upon the complainant to make payment of outstanding dues along with interest within 15 days of receipt of the said notice, failing which the allotment shall be cancelled.



- vi. That thereafter the complainant requested for transfer of funds paid with respect to the said booked unit to the project of the respondent no.1 and the respondent no.2 acceded to the said request and agreed to shift the funds from "M3M Heights" to "M3M Cornerwalk", a project being developed by respondent no.1 M/s. Prompt Engineering Private Limited. The respondent no.2 agreed the shifting of funds from 'M3M Heights' to "M3M Cornerwalk" vide email dated 19.05.2020 and sent the requisite documents to the complainant.
- vii. That the respondent no.2 vide email dated 16.09.2020 informed the complainant that the transfer of funds of the unit in question is subject to the completion of the necessary formalities. Therefore, the respondent on account of wilful breach of the terms of the buyer's agreement by failing to clear outstanding dues despite repeated requests, the respondent was constrained to terminate the allotment of the unit 1 in M3M Heights vide cancellation notice dated 11.11.2020 and of the unit 2 vide cancellation notice dated 24.12.2020
- viii. The complainant yet again approached the respondent and requested for transfer of funds, the respondent as a goodwill gesture pursuant to the request of the complainant provided the complainant with requisite documents so as facilitate the allotment of the unit and transfer of funds in the project of M/s Prompt Engineering Pvt. Ltd. However, the information punched in the said documents was incorrect and the complainant was requested by the respondent to submit fresh set documents which was communicated to the complainant vide email dated 20.03.2021.
- ix. Since, the complainant failed to submit the requisite documents, therefore, the funds could not be transferred to a new unit in "M3M Cornerwalk". As stated by respondent no.1 in its reply, no unit was ever allotted in the project 'M3M Cornerwalk' to the complainant as he did not come forward to



complete the booking formalities despite constant follow ups and reminders. That as far as the amount paid by the complainant towards the units in 'M3M Heights' is concerned, the same being less than 10% of sales consideration has been forfeited by the respondent in accordance with the terms of the buyer's agreement on account of payment defaults of the complainant.

- x. That no unit was ever allotted in the project 'M3M Cornerwalk' to the complainant as he did not come forward to complete the booking formalities despite constant follow ups and reminders. Therefore, no allotment letter was ever issued to the complainant by respondent no.1.
- xi. That the terms of Buyers Agreement were entered into between the parties on 10.10.2018 for both the units and, as such, the parties are bound by the terms and conditions mentioned in the said Buyers Agreement. The said buyer's agreements were duly acknowledged by the complainant after properly understanding each and every clause contained in the buyer's agreement. The complainant was neither forced nor influenced by the respondent no.2 to sign the said buyer's agreement.
- xii. That the complainant has suppressed the fact that the respondent no.2 had cancelled the allotment of the units of the complainant on account of non-payment of outstanding dues.
- xiii. That the complainant has defaulted in furnishing the fresh set of documents for the transfer of funds. That various reminder, notices were issued to and follow ups were made with the complainant for complying with his obligations under the buyer's agreement, but to no avail. Even after repeated demands complainant was not ready to come forward and comply with his obligations. Hence, the complainant is not entitled to get any reliefs from the Authority.
- xiv. That the complaint is frivolous, vague and vexatious in nature. The complaint has been made to injure and damage the interest and reputation of the





respondent and that of the project. Therefore, the instant complaint is liable to be dismissed in limine.

8. All other averments made in complaint were denied in toto.
9. Copies of all relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submissions made by parties.

**E. Written submission made by the complainant:**

10. The complainant has filed the written submissions during the proceedings on 24.04.2025 and the same are taken on record. The respondents have filed the written submissions on 17.04.2025. No additional facts apart from the complaint and submissions have been stated in the written submissions.

**F. Jurisdiction of the authority**

11. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**F. I Territorial jurisdiction**

12. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has completed territorial jurisdiction to deal with the present complaint.

**F. II Subject matter jurisdiction**

13. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

***Section 11(4)(a)***

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the*



*allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

.....  
*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

14. So, in view of the provisions of the act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
15. Further, the Authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (Supra) and reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022 wherein it has been laid down as under:
- "86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

16. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to





entertain a complaint seeking refund of the amount and interest on the refund amount.

**G. Findings on the relief sought by the complainant:**

**G.I. Direct respondent to refund of the amount of Rs.8,90,148/- along with interest @24% per annum from the date of payments.**

17. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid along with interest.
18. Upon consideration of documents available on record and submissions made by both parties, the Authority observes that the complainant had booked two unit (T1/2805 and T1/2705) in project "M3M Heights" being developed by M/s Manglam Multiplex Private Limited (respondent no.2) and subsequently, two separate allotment letters were issued to the complainant on 12.05.2018 & 30.05.2018 and buyer's agreement was executed on 10.10.2018 separately for said unit and an amount paid against two units (T1/2805 and T1/2705) in project "M3M Heights" is Rs.3,95,074/- for the total sale consideration of Rs.1,47,24,844/- for each unit (total amounting to Rs.7,90,148/- only).
19. It is contended by the respondents that two units (T1/2805 and T1/2705) in project "M3M Heights" were cancelled by the respondent no.2 (M/s Manglam Multiplex Private Limited) on account of non-payment of outstanding dues after issuing demand and reminder for the payment.
20. Now the question before the Authority is whether the cancellation letter dated 11.11.2020 and 24.12.2020 are valid or not.
21. On consideration, the Authority observes that before the cancellation effected by the respondent no.2, while upon the request of the complainant, it is agreed and confirmed by the respondent no.2 over email dated 19.05.2020, that all the money received against two units in M3M Heights will be transferred in the new unit in M3M Corner Walk **"we are ok to shift our fund from M3M Heights in the new unit M3M Corner Walk"** (Page 15 of complaint), and on



20.05.2020 an amount of Rs.1,00,000/- was remitted into the bank account provided by respondents for booking in "M3M Cornerwal" being developed by respondent no.1. Further vide email dated 16.09.2020 (page 19 of complaint), the respondents have agreed that ***"Rs.3,95,074/- received to us towards each of your booking of unit no. T1/2805 and T1/2705 for booking in M3M Heights shall be transferred without any deduction towards the booking..."***.

22. Therefore, the purpose of issuance of cancellation letter w.r.t the two units (T1/2805 and T1/2705) in project "M3M Heights" by the respondent no.2 is not found valid, where the complainant was put in the hope by the respondent no.2 after assurance through email w.r.t transfer on his paid-up amount in project "M3M Cornerwalk" of respondent no.1.

23. Further, on 20.03.2021, the respondent no.2 sent an email to the complainant to submit fresh set of documents for allotment in project "M3M Cornerwalk", which was replied by complainant on 21.03.2021 and a reminder was also sent on 24.03.2021, asking the respondents w.r.t which fresh documents are required.

24. However, the complainant contended that after submitting documents with the respondents, neither the amount was transferred nor any formal allotment letter was issued or BBA was executed for project "M3M Cornerwalk" by respondent no.1. Therefore, the allottee wish to withdraw from the projects, and request to direct the respondents to return the entire amount of Rs.8,90,148/- received by them along with interest at the prescribed rate. Thus, in such a situation, the complainants cannot be compelled to wait endlessly and he is well within right to seek refund of the paid-up amount.

25. During proceedings dated 01.05.2025, the counsel for the respondents submits that as full & final settlement of the matter, the respondents are ready



to refund the entire paid-up amount of Rs.8,90,148/- received from the complainant without any interest, but the bank details are required for initiating/ transferring the amount.

26. Upon this, the counsel for the complainant requests 2 week's time to provide the bank account details to the respondents. Therefore, in view of the above, the Authority hereby directs the complainant to provide the bank account details to the respondents within 2 weeks from the date of this order. And thereafter, the respondents are jointly and/or severally directed to refund the entire paid-up amount of Rs.8,90,148/- to the complainant within next 10 weeks after receipt of bank account details.

**G.II That the complainant has suffered undue losses, due to the malpractice and violation of RERA Act committed by and hence the respondent may kindly be directed to pay a sum of Rs.1,00,000/- as litigation cost.**

**G.III Any other relief which this Authority deems fit and proper may kindly be passed in favour of the complainant.**

27. The complainant is also seeking relief w.r.t. compensation and litigation cost. The Hon'ble Supreme Court of India in civil appeal no.6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors.* (supra) has held that the adjudicating officer has exclusive jurisdiction to deal with the complainants in respect of compensation and litigation cost.

#### **H. Directions of the Authority**

28. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- a. The complainant is directed to provide the bank account details to the respondents within 2 weeks from the date of this order. And thereafter, the respondents are jointly and/or severally directed to refund the entire paid-up amount of Rs.8,90,148/- to the complainant within next 10 weeks after receipt of bank account details.



- b. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

29. Complaint as well as applications, if any, stand disposed off accordingly.

30. File be consigned to the registry.

**Dated: 01.05.2025**

  
**(Vijay Kumar Goyal)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram



**HARERA**  
GURUGRAM