

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

Date of decision: 01.07.2025

NAME OF THE BUILDER		GLS Infratech Private Limited.
PROJECT NAME		"GLS Arawali City", Sector- 4, Sohna Gurugram.
S. No.	Case No.	Case title
1.	CR/537/2025	Sri Krishan Yadav V/S GLS Infratech Private Limited
2.	CR/538/2025	Manisha Yadav V/S GLS Infratech Private Limited
3.	CR/574/2025	Ritesh Sharma V/S GLS Infratech Private Limited
4.	CR/579/2025	Sachin Narang and Tulsi Narang V/S GLS Infratech Private Limited
5.	CR/580/2025	Parshant Kalia V/S GLS Infratech Private Limited
6.	CR/582/2025	Sandeep Bisla and Daljit Singh V/S GLS Infratech Private Limited
7.	CR/587/2025	Vandna Dhingra and Neeru Bhagat V/S GLS Infratech Private Limited
8.	CR/606/2025	Divyam Dewan and Neera Dewan V/S GLS Infratech Private Limited
9.	CR/608/2025	Deepali Dewan and Raman Dewan V/S GLS Infratech Private Limited
10.	CR/694/2025	Amit Kumar Kaushik and Rajbir Singh Sharma V/S GLS Infratech Private Limited

11.	CR/747/2025	Santosh Bansal V/S GLS Infratech Private Limited
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CORAM:

Shri Arun Kumar

Shri Ashok Sangwan

Chairman**Member****APPEARANCE:**

Shri Suresh Kumar Yadav (Advocate)

S/Shri Ishaan Dang and Harshit Batra (Advocates)

Complainant(s)

Respondent

ORDER

1. This order shall dispose of 11 complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "GLA Arawali City", Sector- 4, Sohna Gurugram, Haryana being developed by the respondent/promoter i.e., M/s GLS Infratech Private Limited. The fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver possession of the units in question in accordance with the terms and conditions of the allotment letter, buyer's agreement, wherein the approach to the project has been shown through a 7 Karma Rasta as per approved plan and not to enforce holding/non-occupation charges nor to charge interest on delay payment.

3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"GLS Arawali City", Sector- 4, Sohna Gurugram.
Project area	10.42013 acres
Nature of the project	Affordable plotted colony under Deen Dayal Jan Awas Yojna - 2016
DTCP license no. and other details	72 of 2023 dated 06.04.2023 Valid up to- 05.04.2028 Licensee- M/S GLS Infratech Private Limited
RERA Registered/ not registered	63 of 2023 dated 23.05.2023 Valid up to 01.04.2028
Part completion certificate	10.12.2024
Possession clause as per buyer's agreement	<i>"7.1 Schedule for possession of the said Plot for Residential usage - The Promoter agrees and understands that timely delivery of possession of the Plot for residential usage to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot for residential usage on or before 01.04.2028, unless there is delay due to 'force majeure, court orders, government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot for residential usage."</i>
Due date of possession	01.04.2028

S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Plot no. and size	Allotment Letter And BBA	Due date of possession And offer of possession	Total sale consideration and Total amount paid by the complainant in Rs.	Reminder letters and Intimation for cancellation letter dated
1.	CR/537/2025 Sri Krishan Yadav V/S	Plot No. 134, Area:- 167.388	AL:- 20.12.2023 [Page 20 of complaint]	Due Date 01.04.2028 OOP 11.12.2024	TC: 1,17,00,421/- [As per schedule - C, -Payment Plan	RL:- 22.01.2025, 21.02.2025 (Page 27 and 28 of



	GLS Infratech Private Limited DOF: 17.02.2025	Sq. Yds. [Page 55 of complaint]	BBA 05.01.2024 [Page 37 of complaint]	(Page 60 of complaint)	at page no. 57 of complaint] AP: 46,31,168/- [As per the payment receipt at page no. 17 and 18 of complaint]	application filed by the respondent) IOCL:- 24.03.2025 (Page 29 of application filed by the respondent)
2.	CR/538/2025 Manisha Yadav V/S GLS Infratech Private Limited DOF: 17.02.2025	Plot No. 108, Area:- 179.316 Sq. Yds. [Page 60 of complaint]	AL:- 22.12.2023 [Page 22 of complaint] BBA 05.01.2024 [Page 41 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 61 of complaint)	TC: 1,25,34,188/- [As per schedule - C, -Payment Plan at page no. 64 of complaint] AP: 39,29,675/- [As alleged by the complainant at 18 of complaint]	RL:- 22.01.2025, 21.02.2025 (Page 26 and 27 of application filed by the respondent) IOCL:- 24.03.2025 (Page 28 of application filed by the respondent)
3.	CR/574/2025 Ritesh Sharma V/S GLS Infratech Private Limited DOF: 28.02.2025	Plot No. 58, Area:- 136.538 Sq. Yds. [Page 59 of complaint]	AL:- 16.04.2024 [Page 22 of complaint] BBA 29.04.2024 [Page 40 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 64 of complaint)	TC: 95,44,006/- [As unit and booking details at page no. 24 of complaint] AP: 23,86,006/- [As alleged by the complainant at 18 of complaint]	RL:- 22.01.2025, 21.02.2025 (Page 20 and 25 of application filed by the respondent) IOCL:- 24.03.2025 (Page 26 of application filed by the respondent)
4.	CR/579/2025 Sachin Narang and Tulsi Narang V/S	Plot No. 120, Area:- 179.316 Sq. Yds.	AL:- 25.10.2023 [Page 24 of complaint]	Due Date 01.04.2028 OOP 11.12.2024	TC: 1,07,58,960/- [As unit and booking details at	RL:- 22.01.2025, 21.02.2025 (Page 20 and 21 of application



	GLS Infratech Private Limited DOF: 28.02.2025	[Page 75 of complaint]	BBA 24.11.2023 [Page 39 of complaint]	(Page 85 of complaint)	page no. 26 of complaint AP: 43,19,721/- [As per customer ledger dated 20.01.2024 on page 22 of complaint]	filed by the respondent) IOCL:- 24.03.2025 (Page 22 of application filed by the respondent)
5.	CR/580/2025 Parshant Kalia V/S GLS Infratech Private Limited DOF: 28.02.2025	Plot No. 28, Area:- 179.316 Sq. Yds. [Page 54 of complaint]	AL:- 18.11.2023 [Page 24 of complaint] BBA 24.11.2023 [Page 38 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 59 of complaint)	TC: 1,07,58,960/- [As unit and booking details at page no. 26 of complaint] AP: 43,03,688/- [As per the payment receipt at page no. 20 to 22 of complaint]	RL:- 22.01.2025, 21.02.2025 (Page 20 and 21 of application filed by the respondent) IOCL:- 24.03.2025 (Page 22 of application filed by the respondent)
6.	CR/582/2025 Sandeep Bisla and Daljit Singh V/S GLS Infratech Private Limited DOF: 28.02.2025	Plot No. 34, Area:- 179.316 Sq. Yds. [Page 67 of complaint]	AL:- 02.06.2023 [Page 26 of complaint] BBA 23.06.2023 [Page 48 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 72 of complaint)	TC: 80,69,220/- [As unit and booking details at page no. 28 of complaint] AP: 31,45,411/- [As alleged by the complainant at 22 of complaint]	RL:- 22.01.2025, (Page 22 of application filed by the respondent) IOCL:- 24.03.2025 (Page 22 of application filed by the respondent)
7.	CR/587/2025 Vandna Dhingra and Neeru Bhagat V/S GLS Infratech Private Limited DOF:	Plot No. 137, Area:- 167.388 Sq. Yds. [Page 60 of complaint]	AL:- 27.02.2024 [Page 23 of complaint] BBA 27.03.2024	Due Date 01.04.2028 OOP 11.12.2024 (Page 65 of complaint)	TC: 1,17,00,421/- [As unit and booking details at page no. 25 of complaint] AP:	RL:- 22.01.2025, 21.02.2025 (Page 20 and 21 of application filed by the respondent)



	28.02.2025		[Page 41 of complaint]		76,14,073/- [As per the payment receipt at page no. 20 and 21 of complaint]	IOCL:- 24.03.2025 (Page 22 of application filed by the respondent)
8.	CR/606/2025 Divyam Dewan and Neera Dewan V/S GLS Infratech Private Limited DOF: 17.02.2025	Plot No. 136, Area:- 167.388 Sq. Yds. [Page 63 of complaint]	AL:- 01.03.2024 [Page 20 of complaint] BBA 27.03.2024 [Page 44 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 68 of complaint)	TC: 1,17,00,421/- [As unit and booking details at page no. 28 of complaint] AP: 46,33,365/- [As per final statement of account dated 11.12.2024 at page 71 of complaint]	RL:- 22.01.2025, 21.02.2025 (Page 20 and 21 of application filed by the respondent) IOCL:- 24.03.2025 (Page 22 of application filed by the respondent)
9.	CR/608/2025 Deepali Dewan and Raman Dewan V/S GLS Infratech Private Limited DOF: 17.02.2025	Plot No. 72, Area:- 179.316 Sq. Yds. [Page 64 of complaint]	AL:- 29.02.2024 [Page 27 of complaint] BBA 27.03.2024 [Page 45 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 69 of complaint)	TC: 1,32,69,384/- [As unit and booking details at page no. 28 of complaint] AP: 52,54,675/- [As per final statement of account dated 11.12.2024 at page 72 of complaint]	RL:- 22.01.2025, 21.02.2025 (Page 20 and 21 of application filed by the respondent) IOCL:- 24.03.2025 (Page 22 of application filed by the respondent)
10.	CR/694/2025 Amit Kumar Kaushik and Rajbir Singh Sharma V/S GLS Infratech Private Limited DOF: 03.03.2025	Plot No. 145, Area:- 160.016 Sq. Yds. [Page 61 of complaint]	AL:- 25.12.2023 [Page 24 of complaint] BBA 16.01.2024 [Page 42 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 66 of complaint)	TC: 1,11,85,119/- [As unit and booking details at page no. 28 of complaint] AP: 41,18,512/-	RL:- 22.01.2025, 21.02.2025 (Page 20 and 21 of application filed by the respondent) IOCL:- 24.03.2025

					[As per the payment receipt at page no. 21, 21A and 22 of complaint]	(Page 22 of application filed by the respondent)
11.	CR/747/2025 Santosh Bansal V/S GLS Infratech Private Limited DOF: 03.03.2025	Plot No. 76, Area:- 179.316 Sq. Yds. [Page 60 of complaint]	AL:- 21.02.2024 [Page 23 of complaint] BBA 27.03.2024 [Page 41 of complaint]	Due Date 01.04.2028 OOP 11.12.2024 (Page 60 of complaint)	TC: 1,31,61,794/- [As unit and booking details at page no. 25 of complaint] AP: 52,64,717/- [As per the payment receipt at page no. 19 and 21 of complaint]	RL:- 22.01.2025, 21.02.2025 (Page 20 and 21 of application filed by the respondent) IOCL:- 24.03.2025 (Page 22 of application filed by the respondent)

Relief sought by the complainant(s):-

1. Direct the respondent to provide 7 Karam Rasta as per approved plan supplied to complainant with the allotment letter dated 20.12.2023, and till then respondent be restrained from demanding any payment from complainant; and
2. Direct the respondent not to enforce holding/non-occupancy charges nor to charge interest on payment due on offer of possession for any period prior to providing the 7 Karam Rasta shown in the approved lay out plan; and
3. Direct the respondent to pay interest @ 12% per annum on the amount received from complainant for the period from the date of payment till the Rasta as per approved lay-out is provided.
4. To imposed penalty to the respondent for misrepresentation of facts to the public authorities and the allottees.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
AL	Allotment Letter
BBA	Builder Buyer's Agreement
TSC	Total sale consideration
AP	Amount paid by the allottee/s
RL	Reminder letters
IOCL:	Intimation for cancellation letter

4. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/537/2025**

titled as ***Sri Krishan Yadav V/S GLS Infratech Private Limited*** are being taken into consideration for determining the rights of the allottee(s).

A. Project and unit related details

5. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, have been detailed in the following tabular form:

CR/537/2025 titled as Sri Krishan Yadav V/S GLS Infratech Private Limited.

S. No.	Particulars	Details
1.	Name of the project	GLS Arawali City, Sector 4 , Sohna Gurugram
2	Nature of the project	Affordable residential plotted colony
	Project area	10.42013 acres
3	DTCP license no. and validity status	72 of 2023 dated 06.04.2023 valid upto 05.04.2028 for setting up of affordable plotted colony under deen dayal Jan Awas Yojna-2016
4	RERA Registered	Registered vide registration no. 63 of 2023 dated 23.05.2023 Valid up to 01.04.2028
5	Allotment letter	20.12.2023 (Page no. 20 of complaint)
6.	Plot no.	134 (As per schedule –A, annexed with buyer's agreement at page no. 55 of complaint)
7.	Unit area admeasuring	167.388 (sq. yds.) (As per schedule –A, annexed with buyer's agreement at page no. 55 of complaint)
8	Date of execution of buyer agreement	05.01.2024 (Page no. 37 of complaint)
9	Possession Clause	<i>"7.1 Schedule for possession of the said Plot for Residential usage -</i> The Promoter agrees and understands that timely delivery of possession of the Plot for residential usage to the Allottee(s) and the common areas to the association of allottees or the competent authority, as

		<p>the case may be, as provided under Rule 2(1)(f) of Rules, is the essence of the Agreement.</p> <p><i>The Promoter assures to hand over possession of the Plot for residential usage on or before 01.04.2028, unless there is delay due to 'force majeure, court orders, government policy/guidelines, decisions affecting the regular development of the real estate project.</i> If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot for residential usage."</p>
10	Due date of possession	01.04.2028 (As per RERA Registration certificate)
11	Total sale consideration	Rs.1,17,00,421/- (As per clause 1.2 of the buyer's agreement at page no. 39 of complaint)
12	Amount paid by the complainant	Rs.46,31,168/- (As per details of cheque at page no. 17 and 18 of complaint)
13	Completion certificate	10.12.2024 (Page no. 20 of application filed by the respondent)
14	Offer of possession	11.12.2024 (Page no. 60 of complaint)
15	Reminder letters	22.01.2025 and 21.02.2025 (Page no. 27 and 28 of application filed by the respondent)
16	Cancellation letter	24.03.2025 (Page no. 29 of application filed by the respondent)

B. Facts of the complaint

6. The complainant has made the following submissions in the complaint: -

- I. That the respondent was granted license no. 72 of 2023 dated 06.04.2023 under Haryana Development and Regulation of Urban Areas Acts 1975 and the Rules 1976 made thereunder to set up an Affordable Plotted Colony under DDJAY over an area measuring 10.420139 acres in the revenue estate of Village Khaika, Sector-4, Sohna, District, and Gurugram. Particulars of the land wherein the aforesaid plotted colony was to be set are given in the schedule annexed with the license and duly signed by the Director, Town & Country Planning Haryana and the same were enclosed with the License. According to the approved plan, there existed 7 karum (38.5 ft.) Rasta connecting the Colony to Sohna-Damdama public road. Thereafter, the project was registered by this Authority vide registration bearing no. GGM/719/451/2023/63 dated 23.05.2023.
- II. That based on aforesaid license and the HARERA registration, the respondent issued public notice inviting application from public for allotment of plots. After duly verifying the detailed particulars of the colony approved by the public authorities, the complainant submitted one application to respondent for allotment of one plot for 167.338 sq. yard and paid 10% of total cost of the plot which was Rs.1,17,0042/-including registration amount. The complainant was allotted plot no. 134 measuring 167.338 Sq. yard vide allotment letter dated 20.12.2023.
- III. That the layout plan supplied with the allotment letter clearly show that the Colony is connected with public road of Sohna-Damdama through a 7 Karam Rasta. In addition to the amount paid with the application, the complainant further paid 30% of the cost of plot and executed builder buyer's agreement on 05.04.2024.

- IV. That the respondent sent offer of possession vide letter dated 11.12.2024, informing the complainant that the project has been completed and your plot is ready for possession. On receipt of offer of possession, complainant visited the site of the project and was surprised to see that in place of 7 Karam Rasta connecting the colony to Sohna-Damdama shown in the lay out plan supplied with allotment letter, there was only a 2 Karam Kaccha Rasta which connects the colony with public road Sohan-Damdama. The complainant examined Sazra and found that Rasta is of 2 Karam width. Except the aforesaid Kaccha Rasta there is no other access to the colony from any public road.
- V. Thereafter, the complainant took up the matter with respondent and sent several emails to customercare@glsho.com and to managing director to seek clarification regarding 7 Karam Rasta shown in the lay out plan supplied with the allotment letter. Though some of the email were replied but none contained any response regarding 7 Karam Rasta shown in the approved plan. For this reason, the complainant vide email dated 03.01.2025, conveyed respondent that he will not be paying the remaining amount of the plot by 9th January as demanded by respondent unless and until he gets clarification of the Kacha Rasta of 7 Karam because Rasta on ground is hardly 10-12 ft.
- VI. That instead of providing 7 Karam Rasta as per approved layout plan supplied to complainant with allotment letter, the respondent vide reminder-1 dated 22.01.2025 and 23.01.2025, has threatened the complainant that failure to make the payment of amount due will lead to cancellation of allotment and all rights/lien to the said plot.
- VII. That the complainant replied the reminder vide email dated 25.01.2025, pointing out that 7 Karam Rasta is not available to reach the colony and requested respondent to clarify the issue otherwise complainant shall be

constrained to resort to other means. Facts stated herein above reveals that without providing 7 Karam Rasta as per approved lay out plan, the respondent is pressuring complainant to make payment of the amount due after offer of possession by threatening cancellation of allotment. It is further evident that apart from adopting unfair trade practice, the action of respondent is wholly illegal and unjustified. The completion certificate has also been obtained fraudulently without providing 7 Karam Rasta as per approved lay out plan.

C. Relief sought by the complainant: -

7. The complainant has sought following relief(s):
 - I. Direct the respondent to provide 7 Karam Rasta as per approved plan supplied to complainant with the allotment letter dated 20.12.2023, and till then respondent be restrained from demanding any payment from complainant;
 - II. Direct the respondent not to enforce holding/non-occupancy charges nor to charge interest on payment due on offer of possession for any period prior to providing the 7 Karam Rasta shown in the approved lay out plan;
 - III. Direct the respondent to pay interest @ 12% per annum on the amount received from complainant for the period from the date of payment till the Rasta as per approved lay-out is provided.
 - IV. To imposed penalty to the respondent for misrepresentation of facts to the public authorities and the allottees.
8. On the date of hearing, the authority explained to the respondent/ promoter 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

9. The respondent vide its application for dismissal of complaint dated 02.04.2025, has contested the complaint on the following grounds:
- i. That the complainant being interested in purchasing a residential plot in the project being developed by the respondent, approached the respondent after conducting her own due diligence, seeking allotment of a plot by submitting an application no. AEFAPP/01711/24. That upon the acceptance of the application made by the complainant for allotment, plot bearing no. 38 tentatively admeasuring area of 179.316 sq. yard was allotted to the complainant vide allotment letter dated 18.11.2023. Thereafter, the parties herein mutually entered into an agreement for sale on 24.11.2023. As per clause 7.1 of the agreement, the respondent was liable to handover possession of the plot by 01.04.2028.
 - ii. That the agreement was consciously and voluntarily executed and the terms and conditions of the same are binding between the parties. The complainant opted for time linked payment plan for remittance of the sales consideration of the plot i.e., Rs.1,07,58,960/- plus taxes and other charges.
 - iii. That the respondent post receipt of completion certificate dated 10.12.2024, duly sent the offer of possession dated 11.12.2024 to the complainant, along with the statement of account thereby requesting the complainant to remit the outstanding dues pending towards the sales consideration of the plot. That the complainant failed to come forward and remit the balance payment and proceed with other formalities required for completion of the formalities to take over possession of the Plot.
 - iv. That since the complainant failed to make payment of outstanding dues the respondent herein was constrained to issue reminder 1 dated 22.01.2025,

but to no avail. That thereafter the respondent herein sent reminder 2 dated 21.02.2025 to the complainant requesting the complainant to make payment of outstanding dues. The complainant has till date made payment of Rs.43,03,584/- towards the sale consideration of the plot.

- v. That the respondent had sent an email on 24.03.2025 in furtherance to the raised invoices relating to the offer of possession dated 11.12.2024 with due date being 09.01.2025 and reminder -1 dated 22.01.2025 with the due date being 20.02.2025, reminder-2 dated 21.02.2025 with due date being 22.03.2025 wherein the complainants were informed about the principal amount due and additional interest payable by the complainants as per the terms of the payment plan. This mail was sent with the intent to serve as the last opportunity to clear the principal amount along with the interest on delayed payment by 22.04.2025. It was also clearly mentioned that upon the complainant's failure to make the payment of the amount due by 22.04.2025, the respondent shall be constrained to cancel the said allotment on 23.04.2025. Thereby, an additional letter serving as intimation for cancellation had been sent to the complainant's address.

Grounds for dismissal of the complaint:

The completion certificate has been obtained by the respondent and this Authority lacks jurisdiction to entertain the present complaint:

- vi. That the legislative intent and objective behind the enactment of the Act has been categorically noted in the preamble of the Act which states that the Real Estate Regulatory Authority are to be established for regulation and promotion of the real estate sector. That the regulation of projects under the Act ceases upon the receipt of completion certificate. The grant of completion certificate signifies that the project has been completed in

accordance with the approved plans and specifications, thus concluding the regulatory oversight of the project.

- vii. That as per the verdict of the Hon'ble Supreme Court in the case titled as *Newtech Promoters and Developers Pvt. Ltd. vs. State of Uttar Pradesh* in *CIVIL APPEAL NO(S). 6745 - 6749 OF 2021(Arising out of SLP (Civil) No(s). 3711-3715 OF 2021)*, the projects that have already received the completion certificate they do not come under the scope of the Act, 2016. That the respondent has rightly attained the completion certificate for the project, after which, no jurisdiction of this Authority can be established, consequently the Allottee no longer possesses the right to file a complaint.
- viii. That the entire project has been developed by the respondent and the present complaint preferred by the complainant is devoid of any merits and the complainant wanted to deliberately raise unwarranted controversy with regards to the project to hide his own default.

The grievance of the complainant is against DTCP, municipal council and Nagar Parisad, Sohna and the complainant is attempting to disguise and malafidely implicate that the cause of action is against the respondent herein

- ix. That the grievances of the complainant pertain to the construction and encroachment of 7 Karam Rasta (having Rect. No. 32 Killa No. 6/1/2, 15/1/1, 15/1/2/2) connecting Sohna-Damdama road to the project, the ownership of the said Rasta is of Nagar Parisad, Sohna as is evident from mutation no. 819. That the concerned authorities to deal with the construction and encroachment of the 7 Karam Rasta are Nagar Parisad, Sohna, Municipal Council and DTCP, and the Respondent has no role to play whatsoever, in the same.

- x. That the only obligation of the respondent herein was to make payment of the EDC to the concerned authorities, which the respondent has duly fulfilled and only thereafter the completion certificate dated 10.12.2024 was granted to the respondent. It is the concerned government authorities who are empowered to take steps to remove the encroachment on the Rasta.
- xi. That grave prejudice is being caused to the respondent due to the inaction of the concerned authorities to remove the encroachment on the Rasta as the respondent is being made to face false averments as levied by the complainant in the present matter. The complainant has approached this Authority with unclean hands and has false implicated that the alleged cause of action is attributable to the respondent herein to unjustly enrich herself at the cost of the respondent. Without prejudice it is submitted that the respondent herein, without having any obligation bonafidely for the benefit of the public at large at its own expense constructed and developed the 7 Karam Pucca Rasta, the same is evident from past and recent photographs of the 7 Karam Rasta.
- xii. That the Department of Town and Country Planning, vide order dated 27.02.2025 has categorically noted the minimum required measurement of the approach road for the present Project is 4 Karam and a minimum of 5 Karam Pucca Rasta is still available at the site and additionally about 2 Karam Rasta has been encroached upon by third parties. It is clarified herein that the encroachment on the Rasta is outside the project land and the respondent has no control/right/title over the same and the competent authority i.e. DTCP has been directed to coordinate with the local authorities for removal of encroachment upon the said 7 Karam wide Rasta

as requested by the respondent herein. A brief factual matrix pertaining to matter before DTCP is as follows:

- One of the allottees in the project namely Mr. Raman Dewan filed a complaint before DTCP stating that there is no viable approach road to the project and raised similar alleged grievances as raised in the present complaint and revocation of completion certificate was sought. That respondent herein filed reply to the said complaint filed before DTCP and in the reply, the respondent clarified that the project is accessible through 7 karam wide rasta having rect. no. 32, Killa No. 6/1/2, 15/1/1 and 152//2/2 connecting Sohna-Damdama road to the project site as per approved government records and the said belongs to the municipal council and the same is evident from the mutation record as well.
- The respondent bonafidely without being under obligation, for the benefit of the allottees in the project and public at large, at its own expense developed the 7 Karam Pucca Rasta and the same was available at the time of grant of completion certificate and offer of possession made to the complainant by the respondent. That out of the 7 Karam Rasta about 2 Karam Rasta has been illegally encroached by adjacent landowners and third parties.
- The respondent has made bonafide attempts to raise grievance pertaining to encroachment on the approach road. That the respondent filed a complaint before the Hon'ble Chief Minister, Govt. of Haryana vide letter dated 31.01.2025 and furthermore, complaint has also been filed before the Commissioner, Municipal Corporation, Gurugram vide letter dated 03.02.2025, requesting that strict immediate action be

taken against the encroachers and persons responsible for this illegal encroachment.

- That in the light of the true facts of the matter DTCP vide order 27.02.2025 observed as follows:-

The developer company has requested to direct the concerned authority to remove encroachment from the remaining 2 karam wide road. The arguments made by both the complainant and the written submissions of developer company have been heard and following is decided:

- Since, a minimum of 4 karam wide clear rasta/approach is available to the colony from the higher order road and the ownership of the 7 karam wide rasta is in favour of Nagar Parisad, Sohna, the completion certificate is not necessary to be revoked as it will be counterproductive to the interest of the allottees.*

DTP(E) Gurugram is directed to coordinate with concerned local authorities for removal of any encroachment upon the said 7 karam wide Rasta.

- xiii. That this Authority in vide order dated 06.02.2023 matters titled as **Anuradha and anr. Vs. Emaar MGF Land Limited bearing complaint no. 3751 of 2021** and **Swati and anr. Vs. Emaar MGF Land Limited bearing complaint no. 3752 of 2021**, wherein the complainant had similar grievance pertaining to construction of road, has held the subject matter is under jurisdiction of DTP, Gurugram.

The Hon'ble high court has directed the concerned authority to take necessary action to remove encroachment on the approach road:

- xiv. That the present complaint is not maintainable as the alleged grievance of the complainant pertains to construction of approach road falling under the ownership of Nagar Parishad, Sohna, and Haryana. The Hon'ble High Court in **CWP No. 6297 of 2025** titled as **GLS Infratech Pvt. Ltd. vs. State of**

Haryana and Ors. pertaining to the project and approach road in question, vide **order dated 17.03.2025**, has held that the Nagar Parishad, Sohna shall take necessary action in accordance with law. Relevant extract from Order dated 17.03.2025 is reiterated herein under for kind perusal of the Hon'ble Authority:

*"6. However, in case, the petitioner submits a representation to respondent No.3, in terms of order dated 20.02.2025 (Annexure P-14) within a period of two weeks from the date of receipt of certified copy of this order, **the respondent No.3 shall take necessary action in accordance with law**, after affording due opportunity of hearing to all the stakeholders, within a period of six weeks from the date of submission of the said representation/application, if any."*

- xv. That the respondent herein had filed the aforementioned CWP No. 6297 of 2025 before the Hon'ble Punjab and Haryana High Court. That the respondent filed the said CWP praying for issuance of writ of *mandamus* directing the Respondents in the CWP i.e. State of Haryana, Municipal Corporation Gurugram and Nagar Parishad Sohna to measure and demarcate the 7 Karam Rasta and remove encroachment on the Rasta and to ensure that the entire 7 Karam Rasta is made available unhindered, peaceful public access as the said land falls within the ownership of Municipal Council, Sohna.
- xvi. That the approach road's construction and ensuing no encroachment is made thereupon is the obligation of the concerned authorities and not of the promoter herein and the grievance of the complainant solely pertains to the construction and encroachment on the approach road for which the Hon'ble High Court has duly passed direction to the concerned authority.

There has been no delay in the completion of the project:

- xvii. That as per clause 7 the due date of handing over of possession of the project 01.04.2028. Further, the said due date was subject to force majeure

circumstances. The Project was developed and after the completion of the project, the respondent applied for grant of completion certificate and the same was duly received by respondent on 10.12.2024 bearing no. LC-4857/JE(SK)/2024/39064 by DTCP. Thus, there has been no delay in completion of the project.

The complainant does not allege violation of any provision of the act, being an administrative forum, this Id. Authority cannot deal with matters beyond the special statute:

- xviii. That a bare perusal of the entire complaint reveals that no violation of any manner of any of the provisions of the Act of 2016 has been contended by the complainant. The Authority is a statutory body which is bound to the act within the four walls of the statute under which the body has been implemented. A trite difference between a civil court and the statutory authority needs to be necessarily considered at this stage. While, before a suit filed in a civil court, certain provisions of the law provide for inherent powers under the code, for instance, section 151 of the Code of Civil procedure, 1908. However, there is no such provision under the Act, 2016 that allows an exercise of wide or exemplary powers in any circumstance.
- xix. That the statutory authorities are established to act on the principles of natural justice while functioning on the powers granted to them by the legislature. A bare perusal of the Act shows that the said Act allows the filing of a complaint in a specific format, as provided in respective state rules, under section 31 of the Act, 2016. Section 31(1) of the Act also categorically allows the filing of a complaint "for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder". This further strengthens the restrictive ambit of powers of a statutory authority.

xx. In the present matter, the complainant has sought the relief construction of 7 Karam Rasta and removal of encumbrance on the said 7 Karam Rasta, which is without any violation of the Act, Rules, and Regulations, and hence, the present complaint is liable be dismissed.

Complainant is a habitual defaulter and has breached the terms and conditions of the agreement:

xxi. That the complainant has breached the terms and conditions of the agreement by not complying with the payment plan opted by the complainant herself. The respondent has acted strictly in accordance with the terms of the agreement. The remittance of all amounts due and payable by the Complainant under the agreement as per the schedule of payment incorporated in the agreement was of the essence.

xxii. That the respondent vide letter dated 11.12.2024 offered possession of the plot to the complainant which is much prior to the due date of possession as per the agreement i.e. 01.04.2028. That timely payment of instalments was the obligation of the complainant and the complainant cannot shift the burden of continuous defaults in payment on the respondent. The complainant had defaulted/delayed in making the timely payment of outstanding dues, raised in demands as per the time linked payment plan duly opted by the complainant, upon which, repeated reminders were also served to the complainant.

xxiii. That the *bonafide* of the respondent is also essential to be highlighted at this instance, who had served demand letters follow by numerous reminders to the complainant to ensure that the payments are made in a timely fashion. The list of demand raised, and the reminders are as under:

S. No.	Particulars	Dated	Due Date
1.	Demand on Offer of Possession	11.12.2024	09.01.2025



2.	Reminder Letter 1	22.01.2025	20.02.2025
3.	Reminder Letter 2	21.02.2025	22.03.2025
4.	Intimation for Cancellation	24.03.2025	22.04.2025

xxiv. That the demand was raised as per the payment plan duly opted by the complainant wherein on offer of possession a demand of Rs.64,55,376/- plus other charges was due and liable to be paid. Despite several reminders sent by the respondent to make payment of outstanding dues of Rs.65,44,930/- plus interest on delayed payment as per the Act and Rules made thereunder, the complainant failed to fulfil its obligations and remit timely payments. The complainant is also liable to make payment of maintenance charges from date of offer of possession. The complainant is a habitual defaulter who has been in default of payments at various instances since the very beginning. Complainant willingly and voluntarily admittedly stopped making the payments even after receipt of multiple reminders and notices from the respondent.

The parties are bound by the terms and conditions mentioned in the agreement:

xxv. That the agreement was entered into between the parties and as such the parties are bound by the terms and conditions detailed in the agreement. The agreement was signed by the complainant after properly understanding each and every clause of the agreement. The complainant was neither forced nor influenced by the respondent to sign the said agreement. The complainant was neither forced nor influenced by the respondent to sign the agreement. Thus the complainant cannot escape his liability to make payment of instalment due in shelter of false averments and in hide his own default. Without prejudice it is stated that as per the terms of the agreement the respondent has right to cancel the allotment of the complainant is the complainant defaults in making payment of

instalments due as timely payment was the essence of the agreement, however the respondent being a customer-oriented company has provided ample opportunities to the complainant to abide by the terms of the agreement and make payment of outstanding dues.

xxvi. That from the facts and circumstances it is evident that the sole motive behind the filing of the present complaint is to evade the liability to make payment of outstanding dues. That the respondent offered possession of the plot much before due date as per the agreement and the complainant failed to take possession of the plot, thus it is succinctly clear and needs no further explanation to highlight the malafide intention of the complainant behind filing the present complaint.

10. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. 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.

E.I Territorial jurisdiction

12. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by 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 complete territorial jurisdiction to deal with the present complaint.

E.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) The promoter shall-

(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 promoters, 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.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to provide 7 Karam Rasta as per approved plan supplied to complainant with the allotment letter dated 20.12.2023, and till then respondent be restrained from demanding any payment from complainant.

F.II Direct the respondent not to enforce holding/non-occupancy charges nor to charge interest on payment due on offer of possession for any period prior to providing the 7 Karam Rasta shown in the approved lay out plan.

F.III Direct the respondent to pay interest @ 12% per annum on the amount received from complainant for the period from the date of payment till the Rasta as per approved lay-out is provided.

F.IV To imposed penalty to the respondent for misrepresentation of facts to the public authorities and the allottees.

15. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

16. On the basis of submissions made by the both the parties, it is seen that the complainant was allotted plot bearing no. 134 admeasuring 167.338 sq. yards vide allotment letter dated 20.12.2023 for a total consideration of Rs.1,17,00,421/-(inclusive of IDC & EDC amount, parking charges, PLC, Government fees/taxes/levies /common areas, interest free maintenance security, GST) out of which the complainant has paid an amount of Rs.46,31,168/-. The agreement to sell was executed between both the parties on 05.01.2024 and as per clause 7.1 of the agreement to sell, the possession of the allotted plot was to be delivered to the complainant/allottee on or before 01.04.2028. The respondent had obtained the part completion certificate on 10.12.2024 of the project in which the plot of the complainant is situated. Thereafter, the respondent has issued the offer of possession on 11.12.2024 along with statement of outstanding dues. On receipt of the offer of possession, the complainant visited the project site. It is pertinent to note that as per the layout plan, the colony is connected with public road of Sohna-Damdama through a 7 Karam Rasta. However, on visiting the site the complainant learnt that in place of that 7 Karam Rasta connecting the colony to Sohna-Damdama, there was only a 2 Karam Kaccha Rasta connecting the colony with the public road. Also except for the aforesaid Kachha Rasta there exist no other access to the colony from any other public road.
17. The respondent has filed the application for challenging the maintainability of the complaint with counter claim along with the reply to the application under section 36 of the Act, 2016 filed by the complainant. The respondent in its application stated that the project of the respondent was developed under the license number 72 of 2023 dated 06.04.2023 under the Deen Dayal Jan Awas Yojna, 2016 and thereafter, the completion certificate was obtained by the respondent for the said project on 10.12.2024. The respondent has offered the

possession of the allotted plot on 11.12.2024 along with statement of account seeking the outstanding dues. Subsequently, the respondent issued reminder letters dated 22.01.2025 and 21.02.2025 to remit the outstanding dues. Thereafter, an email dated 24.03.2025, and 22.04.2025 was served to the complainant giving him a last opportunity to clear the outstanding dues. The complainant has failed to pay the same and the respondent was constrained to cancel the said allotment on 23.04.2025. The respondent further submitted that the main grievance of the complainant pertains to construction of 7 karma Rasta (having Rect. No. 32 Killa No. 6/1/2, 15/1/1, 15/1/2/2) connecting Sohna - Damdama Road to the project. The ownership of the said Rasta is of Nagar Parisad, Sohna as is evident from Mutation No. 819 and the concerned authorities to deal with the construction and encroachment of the 7 Karam Rasta are Nagar Parisad, Sohna, Municipal Council and DTCP. Therefore, the respondent has no role to play whatsoever, in the same.

18. Further, one of the allottees in the project namely Mr. Raman Dewan filed a similar complaint before DTCP stating that there is no viable approach road to the project further seeking revocation of completion certificate. The said complaint was disposed of vide order dated 20.02.2025, and the relevant portion of the said order is reproduced as under:-

The developer company has requested to direct the concerned authority to remove encroachment from the remaining 2 Karam wide road.

The arguments made by both the complainant and the written submissions of developer company have been heard and following is decided:

- i. Since, a minimum of 4 Karam wide clear Rasta/approach is available to the colony from the higher order road and the ownership of the 7 Karam wide Rasta is in favour of Nagar Parisad, Sohna, the completion certificate is not necessary to be revoked as it will be counterproductive to the interest of the allottees.*

- ii. *DTP(E) Gurugram is directed to coordinate **with concerned local authorities for removal of any encroachment upon the said 7 Karam wide Rasta.***

19. Further, the respondent/promoter has taken the necessary clearances to offer the physical possession of the plot and has approached the Hon'ble High Court of Punjab and Haryana for issuance of a writ in the nature of mandamus in **CWP bearing No. 6297 of 2025** titled as "**GLS Infratech Pvt. Ltd. vs. State of Haryana and Ors**". to direct the respondents i.e., (DTP(E) and M.C Sohna) to remove the encroachment 7 karam wide rasta in terms of order dated 20.02.2025 passed by the Director, Town and Country Planning, Haryana. The Hon'ble High Court has directed that the Nagar Parishad, Sohna shall take necessary action in accordance with law. Relevant extract from Order dated 17.03.2025 is reiterated herein under for kind perusal of the Authority:-

*"6. However, in case, the petitioner submits a representation to respondent No.3, in terms of order dated 20.02.2025 (Annexure P-14) within a period of two weeks from the date of receipt of certified copy of this order, **the respondent No.3 shall take necessary action in accordance with law, after affording due opportunity of hearing to all the stakeholders, within a period of six weeks from the date of submission of the said representation/application, if any.**"*

20. During proceeding dated 08.04.2025, the Authority deemed it appropriate to appoint LC in the matter to ascertain the actual situation on ground. Shri Sumit Nain- Planning Coordinator was appointed as LC and directed to visit the site and submit a report within a period of 15 days to the Authority. A report in this regard was received by this Authority on 13.05.2025. The concluding paragraph of the LC report is reproduced herein after:-

"6. Conclusion:

The site of project namely "GLS Arawali City" being developed by M/s GLS Infratech Pvt Ltd in Sector-4, Sohna, Gurugram has been inspected on 23.04.2025, to ascertain the actual situation on ground regarding the access to the project site and it is concluded that:

- A. *There is 24 mt wide road adjacent to the project site. This 24 mt wide road is not fully developed or did not connect to further operational road. Only part area of 24 mt road falling in share of license holder has been developed by the license holder/developer promoter.*
- B. *Sohna-Damdama road is operation as on date.*
- C. *There is 7 karam Wide Rasta as per approved layout plan which connects the project site to Sohna-Damdama Road. **As on date, there is approx. 2.5 Karam Wide Rasta at the place of said 7 karam Wide Rasta shown in approved layout plan.** Further, there is construction on one side of the approx. 2.5 Karam Wide Rasta and another side there is fencing of barbed wires. As on date approx. 2.5 Karam Wide Rasta is available/accessible/motorable and CC (Cement Concrete) has been laid down over that area.*
- D. *Hence, as on date the project site has access from Sohna-Damdama road through approx. 2.5 Karam Wide Rasta (13 ft. wide) instead of 7 Karam Wide Rasta shown in approved layout plan.*
- E. *The photographs captured at the time of site inspection along with approved layout plan are attached herewith for reference please."*

21. The respondent filed the written arguments on 01.07.2025. On perusal of the same, the Authority observes that a letter dated 28.04.2025, has been written by the Nagar Parisad, Sohna, to the Tehsildar Sohna vide memo no. MCS/2025/1330 dated 28.04.2025, with regard to getting demarcation on land as per direction passed by the Hon'ble High Court in **CWP No. 6297 of 2025** titled as **"GLS Infratech Pvt. Ltd. vs. State of Haryana and Ors"**.

22. Thereafter, the office of Nagar Parisad, Sohna (Gurugram) wrote a letter to GLS Infratech Private Limited, vide memo no. MCS/2025/2351 dated 26.06.2025 with regard to investigation regarding encroachment on public road of Municipal Council, Sohna. In the said letter it has been informed that in the Hon'ble High Court of Chandigarh, in the writ petition CWP No. 6297 of 2025 titled **"GLS Infratech Pvt. Ltd V/s State of Haryana and another"**, instructions were given to remove illegal encroachment, under which the Municipal Council Sohna got the public road measured by DGPS. During the measurement of the

premises, GLS Infratech Pvt. Ltd. employee was present, and it was found in the measurement report that M/s Vishvas Prop Build, Pvt Ltd (IREO), Munesh, son of Shri Phreram and Mahipal, son of Shri Phreram, residents of Ward No. 3 Sohna, have illegally encroached upon the said road. A notice has already been issued to the said persons under Section 181 of the Haryana Municipal Act.

23. The Authority observes that the relief claimed by the complainant herein is with regard to construction of 7 karma Rasta (having Rect. No. 32 Killa No. 6/1/2, 15/1/1, 15/1/2/2) connecting Sohna-Damdama Road to the said project. As far as the said relief sought by the complainant is concerned, the DTCP, Haryana vide order dated 20.02.2025, DTP(E) directed to coordinate with concerned local authorities for removal of any encroachment upon the said 7 Karam wide Rasta. Further, the promoter has also approached Hon'ble Punjab and Haryana High Court, in CWP bearing no. 6297 of 2025 titled as "**GLS Infratech Pvt. Ltd. vs. State of Haryana and Ors.**" wherein vide order dated 17.03.2025 it has been directed that *"the respondent no. 3 shall take necessary action in accordance with law after affording due opportunity of hearing to all the stakeholders, within a period of six weeks from the date of submission of the said representation/application, if any."*
24. After hearing the submissions of the respective parties and going through the record, the Authority observes that the project of the respondent was duly granted a license by the competent authority and the project was registered by this Authority as per approved layout plan submitted in this regard. Upon completion of the project, the respondent/promoter has also obtained the completion certificate from the competent authority. The complainant is aggrieved by the fact that the approached to the project is not as wide as shown in the approved layout plan. It is seen that one of the allottees challenged the

completion certificate before the DTCP and the said matter was disposed of vide order dated 20.02.2025, with directions to DTP (E) Gurugram to co-ordinate with the local authorities for removal of any encroachments on the 7 karam Rasta. It is a fact that the area under the approach road/rasta to the project is not under the control of the respondent/promoter and falls under the domain of the local authority. The respondent has taken all necessary steps to get the encroachments cleared by approaching the local authority as well as the Hon'ble High Court of Punjab and Haryana seeking directions for removal of the encroachments. As per direction of the Hon'ble Punjab and Haryana High Court vide order dated 17.03.2025, the competent authorities have already initiated the necessary action in accordance with law.

25. In view of the above, the Authority does not find any merit in the present complaint, which is accordingly, dismissed. Pending applications, if any, also stands disposed of. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of paid up amount is mentioned in each of the complaints.

Files be consigned to registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 01.07.2025

(Arun Kumar)
Chairman