



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1438 of 2022
Date of filing:	17.06.2022
First date of hearing:	09.08.2022
Date of decision:	28.07.2025

Bhupinder Kumar Jain
deceased through LR's and Anr.
#1046, 1st Floor, Sector 17,
HUDA, Jagadhari, Yamunagar

....COMPLAINANT

VERSUS

1. M/s S.N. Realtors Pvt. Ltd.
(a wholly owned subsidiary of M/s Omaxe Ltd.)
Office at- 7, Local Shopping Centre,
Kalka Ji, New Delhi-110019
2. M/s Omaxe Ltd.
Office at- Omaxe House 7, Local Shopping Center,
Kalkaji, New Delhi-110019
3. Shanvi Estate Management Services Pvt. Ltd.
Office at- Omaxe Square,
Plot no. 14, Jasola New Delhi-110025

....RESPONDENTS

CORAM: Nadim Akhtar

Member

Chander Shekhar

Member

Present: Adv. Akshat Mittal, counsel for complainant through VC.

None for the respondent.

ORDER: (NADIM AKHTAR-MEMBER)

1. Complainants have pleaded in their complaints that the Respondent company launched a residential township project, "Omaxe City, Yamuna Nagar", where the Complainants booked Villa Unit No. OCYV/101 on 28.11.2012 by paying an amount of ₹3,76,000/-. The total sale consideration was ₹36,30,803/-, out of which Rs. 29,95,236/- has already been paid. However, in violation of Section 13(1) of the RERA Act, the Builder Buyer Agreement was executed only on 19.10.2013, after collecting more than 10% of the amount. As per the Agreement, possession was to be delivered by 18.04.2016 (including grace period), but even after more than 9½ years from booking, the possession has not been handed over. The villa remains incomplete and unfit for occupation, with photographs dated 13.06.2022 showing its shabby condition and use as a storage unit. On 21.05.2019, the Respondents sent an email falsely claiming to offer possession but only enclosed a Statement of Account with inflated and illegal charges, including unjustified EDC, exorbitant interest and escalated costs. They further demanded maintenance charges without handing over lawful possession and unilaterally cancelled the unit on 21.05.2022, in violation of Section 11(5) of the Act. Complainant No. 1 passed away on



02.08.2018. Complainant No. 2, a senior citizen and widow, continues to pursue rightful possession and seeks compensation for delay, mental agony, and illegal demands under Section 18(1) of the RERA Act and Clause 35 of the Agreement.

2. On the other hand, respondent in his reply has submitted that the present complaint is not maintainable before this Hon'ble Authority on multiple grounds. Firstly, the Authority lacks territorial jurisdiction in view of Clause 62 of the Builder Buyer Agreement dated 19.10.2013, which restricts jurisdiction to courts in Yamuna Nagar and Delhi. Secondly, Clause 61 of the Agreement provides for arbitration, and under Section 8 of the Arbitration and Conciliation Act, 1996, the dispute is liable to be referred to arbitration. Further, the complaint suffers from non-joinder of necessary parties as the concerned financial institution has not been impleaded. Moreover, the unit was cancelled on 21.05.2022 due to non-payment and yet the Complainants have not sought any relief for setting aside the said cancellation. One of the allottees, Mr. Bhupinder Kumar Jain, has passed away, but the Complainants have failed to annex any legal heir certificate or succession certificate to establish locus standi. In fact, possession was offered as early as 02.03.2016, followed by multiple reminders but the Complainants failed to comply and take possession. Hence, no cause of action survives. The Complainants are themselves defaulters, having failed to make timely payments despite repeated notices. After remaining inactive for nearly seven years, they have now filed the



present complaint as an afterthought, lacking bona fides. Additionally, the Complainants suppressed the fact that the area of the villa was increased from 1275 sq. ft. to 1855 sq. ft. at their own request, which constitutes concealment of material facts. In light of the above, the complaint is devoid of merit and deserves to be dismissed.

3. Ld. counsel for the complainant appeared and submitted that in compliance with the previous directions issued vide order dated 07.04.2025, the complainant was required to file the legal heir certificate along with copies of all receipts of payments made to the respondents. He stated that, in purported compliance, an affidavit has been filed specifying the names of the legal heirs of the deceased allottee.
4. Perusal of the case file revealed that this Hon'ble Authority vide order dated 01.04.2024, had directed the complainant to place on record the legal heir certificate and copies of all payment receipts made to the respondents, in order to properly adjudicate the matter on merits. The case was then adjourned to 15.07.2024. However, on the said date, the matter was deferred due to a scheduled meeting of AIFORERA and was accordingly adjourned to 22.07.2024 wherein the Authority once again reiterated its earlier directions issued on 01.04.2024. The matter was then listed for 14.10.2024. Despite sufficient opportunities, the complainant miserably failed to comply with the aforesaid directions. Consequently, during the hearing on 14.10.2024, the Authority again reiterated its earlier orders dated 01.04.2024 and 22.07.2024. Thereafter, the



matter was heard on 07.04.2025 and was kept reserved for orders. However, during the course of dictation, the Authority observed that the complainant had still not complied with the directions issued earlier on 01.04.2024, 22.07.2024, and 20.01.2025. The Authority noted that in the absence of the said documents, it would not be possible to pass final directions in the matter. Accordingly, the same directions were reiterated and the case was adjourned for today. Today again, Ld. counsel for the complainant appeared and submitted that only an affidavit specifying the legal heirs has been filed.


5. The Authority has carefully perused the record and considered the conduct of the complainant throughout the proceedings. It is observed that vide order dated 01.04.2024, the complainant was specifically directed to place on record (i) a Legal Heir Certificate or Succession Certificate to establish locus standi as the legal heir of the deceased allottee, and (ii) complete copies of receipts of payments made to the respondent, in order to enable adjudication of the matter on merits. Despite repeated directions issued subsequently on 22.07.2024, 20.01.2025, and 07.04.2025 and the passage of considerable time of **483 days**, the complainant has persistently failed to comply. The only document filed by the complainant is an affidavit merely stating the names of the alleged legal heirs, which, in the absence of a legal heir certificate, succession certificate, or any order from a competent authority, is insufficient to establish locus standi before this Authority. As settled, where legal entitlement to a property or refund is claimed by persons other than the original allottee, documentary proof of



heirship or succession is essential to prevent conflicting claims and to ensure lawful adjudication. Additionally, the complainant has failed to file the receipts of payment which are essential to verify the quantum and timeline of consideration paid to the respondent. Without these documents, the claim itself remains unsubstantiated. The continued and deliberate non-compliance with the Authority's specific and repeated directions amounts to gross negligence and shows lack of bona fide intent in pursuing the complaint. The complainant has been granted ample opportunities over several hearings but has failed to act with diligence. This persistent inaction has resulted in unnecessary prolongation of proceedings and has rendered the complaint incapable of adjudication on merits.

6. In view of the aforesaid observation, the present case is hereby dismissed and accordingly stands disposed of with liberty given to the complainant to file a fresh complaint.

File be consigned to the record room.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]