



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

**Date of decision:** 26.05.2025

<b>Name of Builder</b>	Green Field Cityscapes Pvt. Ltd.
<b>Name &amp; Location of Project</b>	"The Lilac at GDF", Sector 114, Faridabad

<b>Sr. No.</b>	<b>Complaint No(s).</b>	<b>Complainants</b>
1.	358 of 2025	Sudhir Singh Rawat, R/o House Number 407P, Sector 21D, Faridabad .....Complainant
2.	360 of 2025	Meenakshi Batra R/o D-1265, First Floor, Sainik Colony, Sector- 49, Faridabad .....Complainant
3.	377 of 2025	Brij Mohan Khatri R/o 829, Sector-7, Block-C, Faridabad (Haryana) .....Complainant
4.	462 of 2025	Anju Sharma and Ajay Sharma R/o E-176, North West Moti Bagh, South Moti Bagh, Delhi .....Complainant

**versus**

Green Field Cityscapes Private Limited (through its managing director) registered office at Plot 8, Pocket-1, Jasola, New Delhi-110025

....Respondent

**CORAM: Nadim Akhtar  
Chander Shekhar**

**Member  
Member**

**Hearing:** 1<sup>st</sup> in all complaints.

**Present:** None for complainants in all complaints

None for respondent in all complaints.

**ORDER: (NADIM AKHTAR-MEMBER)**

1. These four complaints are taken up together as facts and grievances of all the complaints more or less are identical and relate to the same project of the respondents, i.e., "The Lilac at GDF", situated at Sector 114, Faridabad, Haryana. Therefore, *Complaint No. 358 of 2025 titled as "Sudhir Singh Rawat versus Green Field Cityscapes Private Limited"* has been taken as lead case for disposal of these matters.
2. Complainant in complaint no. 358 of 2025 has pleaded that the Complainant, was allotted a plot bearing Plot No. G3, admeasuring 119.48 square yards, in the residential project, "The Lilac at GDF", located in Sector 114, Faridabad. Said project is registered with Haryana Real Estate Regulatory Authority (HRERA) under Registration No. HRERA-PKL-FBD-504-2023, dated 4th



October 2023 and bears Project ID RERA-PKL-1279-2023. The project is being developed under the Deen Dayal Jan Awas Yojna – 2016 by the developer “Green Field Cityscapes Pvt. Ltd.”, under License No. 19 of 2023, dated 03.02.2023, valid up to 01.02.2028. That the Complainant was issued an allotment letter bearing Application/Allotment No. FBD/01207/20-21 for the above-mentioned plot. The total basic consideration for the plot was fixed at ₹26,27,520/- out of which Complainant had paid a total amount of ₹22,96,000/- towards the said allotment to the developer. That the Builder Buyer Agreement (BBA) was executed on 17th February 2024. However, despite receiving communication from the developer regarding its registration, the developer subsequently refused to register the agreement citing reasons that the local authority/tehsil is not entertaining such requests. That the developer, Green Field Cityscapes Pvt. Ltd., is a subsidiary or sister concern of Viridian Red, operating in the name of WTC Faridabad Infrastructure Development Pvt. Ltd. That the Complainant later came to know that the parent company, WTC Infrastructure Pvt. Ltd., had sold its controlling stake to Bhutani Group. However, there is no clarity on who will complete the project and ensure timely and peaceful possession to the allottees. That the Complainant further became aware of ongoing criminal investigations and raids conducted by the Enforcement Directorate (ED) at



various premises of the parent company. As per credible media reports dated 6th March 2025, Sh. Ashish Bhalla, the key person behind Viridian Red / WTC Infrastructure, was arrested for alleged money laundering and diversion of investor funds to offshore accounts in Singapore. That the construction work at the project site has been stalled for nearly a year, with complete demobilization observed on-site. Despite repeated visits to the developer's office in Faridabad and multiple requests for an update on project status, no satisfactory response was provided to the Complainant. That the proposed date of completion and possession of the plot, as per HRERA registration details, is 1st February 2028. However, in view of the halted construction, ownership uncertainty, non-registration of the BBA and ongoing legal issues with the developer's group companies, the Complainant is now seriously apprehensive about the timely delivery and completion of the project.

3. Complainant in captioned complaint has sought various reliefs which are as under:
  - i. Expedite the project so that it meets the progress as per quarterly progress stated in the project submission. File quarterly returns on HRERA website so that consumers get to know the status of project.
  - ii. Register my builder buyer agreement in court of jurisdiction.



- iii. Force the builder to maintain all project sale proceeds into ESCRO account as per regulation, as of now the balance is very low in account.
  - iv. To provide the overall health of project registered with RERA and what happens to the right of plot owners in case of default, what are our rights as consumer.
  - v. Sent a communication to me through mail on their locus stand on the fate of this project, i.e, who will be completion the project under current circumstances where the owner of parent company is arrested.
4. Today no one appeared on behalf of complainant and notice to the respondent is not served till date. As per office record notice dated 23.04.2025 sent to the respondent was received back on 26.04.2025 with a report that "receiver shifted from the address".
  5. It is an admitted fact that Complainant has booked Plot No. G3, measuring 119.48 square yards, in the residential project titled 'The Lilac at GDF', situated in Sector 114, Faridabad. A Builder Buyer Agreement (BBA) was executed between the parties on 17.02.2024, a copy of which has been submitted by the Complainant as Annexure-2 to the complaint.
  6. It is observed by the Authority that as per the Builder Buyer Agreement dated 17.02.2024, executed between the Complainant and the Respondent, clearly stipulates in Clause 7.1 that the date of project completion is **01.02.2028**. The



Complainant, being a consenting party to the said agreement, was fully aware of the projected timeline and voluntarily accepted the same. Accordingly, at this stage, no delay in construction or possession can be alleged as the Respondent remains well within the agreed contractual and statutory timelines for completion. Hence, no default or breach on part of the Respondent has been established. Further, the allegations made by the Complainant regarding issues such as demobilization at site, arrest of a promoter, or change in shareholding/control within the developer company are largely speculative and unsubstantiated. No concrete evidence is placed on record to indicate abandonment of the project, cancellation of registration, or any statutory breach that may have impacted the delivery of the unit. It is further noted that the arrest of an individual promoter or corporate restructuring does not, by itself, constitute a violation of the Real Estate (Regulation and Development) Act, 2016 (hereinafter, "RERA Act") unless it demonstrably hampers project execution — which has not been shown in the present case.

7. Moreover, the Complainant has failed to point out any specific breach of the RERA Act, Rules, or Regulations. Obligations such as submission of quarterly progress reports, maintenance of escrow accounts, and other compliances are subject to regular monitoring by the Authority. In the absence of any official finding of default or non-compliance, the Complainant

A handwritten signature in blue ink, appearing to be 'Irad', with a horizontal line underneath it.

cannot preemptively allege violation and demand enforcement. The statutory framework does not contemplate redressal of hypothetical grievances.

8. The Complainant has approached this Authority by filing the present complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter, "RERA Act"). For ease of reference, Section 31 is reproduced below:

***Section 31 – Filing of complaints with the Authority or the adjudicating officer***

*(1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter, allottee or real estate agent, as the case may be.*

*(2) The form, manner and fees for filing such complaint shall be such as may be prescribed.*

A bare perusal of Section 31 reveals that a complaint can only be maintained where there is violation or contravention of the Act, the rules, or the regulations framed thereunder. In the present case, however, the Complainant has failed to demonstrate any actual or ongoing breach of statutory provisions or contractual obligations on part of the Respondent. The complaint, therefore, appears to be speculative and not based on any concrete evidence of default.

9. Further, it is pertinent to note that any complaint filed under Section 31 of the Act seeks relief under Section 18 of the Act, which provides for return of



amount or payment of interest in case of delay or discontinuation of the project. **Section 18** is reproduced below:

**Section 18 – Return of amount and compensation**

*(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*

*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received along with interest and compensation*

*(2) If the allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession.*

Upon a careful reading of Section 18, this Authority finds that the statutory remedy under the said provision arises only in two clearly defined contingencies:

- i. **Clause (a):** Where the promoter fails to complete construction or hand over possession by the date stipulated in the agreement for sale;
- ii. **Clause (b):** Where the promoter discontinues his business as a result of suspension or revocation of RERA registration or any similar disabling event.





In the instant matter, neither of these scenarios is attracted. The date of possession as clearly stated in Clause 7.1 of the Builder Buyer Agreement, is 01.02.2028 and the Respondent is currently operating within this agreed timeframe. Hence, no delay can be alleged under Clause (a). Additionally, there is no evidence of suspension, revocation, or cessation of business of the Respondent which would attract Clause (b).

Furthermore, it is also significant that the Complainant has not sought refund of the amounts paid, which is a prerequisite condition for relief under Section 18(1), if the allottee intends to withdraw. Instead, the Complainant appears to seek speculative relief in the absence of any demonstrable violation.

Accordingly, the Complainant does not fall within either of the qualifying categories contemplated under Section 18 of the RERA Act. In the absence of actual delay or discontinuation, the invocation of Section 18 is premature, misconceived and legally unsustainable at this stage. The complaint, therefore, deserves to be dismissed as being devoid of merit and cause of action under the Act.

10. As the Respondent is still within the valid period of project completion as per the Builder buyer agreement and RERA registration, no present cause of action arises under Section 31 read with section 18 of the RERA Act. Multiple judicial and administrative precedents confirm that premature



complaints filed before the occurrence of any actual or imminent breach are liable to be dismissed. The complaint is, therefore, premature and devoid of any actionable grievance at this stage. From the nature of allegations and timing of the complaint, it appears that the same has been filed with an intent to exert undue pressure on the Respondent and create a false perception of non-compliance. HRERA, as a specialized adjudicatory authority, is meant to address genuine and substantiated grievances of allottees, not speculative or mala fide complaints intended to derail the project development or malign the Respondent's reputation.

11. The Authority deems it appropriate to carefully peruse and consider each of the reliefs sought by the complainant individually, in order to assess their maintainability and relevance under the provisions of the Real Estate (Regulation and Development) Act, 2016.
  - i. *Firstly, complainant is seeking Expedite the project so that it meets the progress as per quarterly progress stated in the project submission. File quarterly returns on HRERA website so that consumers get to know the status of project.*

Authority observed that the promoter has time until 01.02.2028 to complete the project, as per the registered commitment and Clause 7.1 of the executed BBA. There is no breach of statutory timeline or progress milestone at this



stage. The Complainant cannot seek a specific order without evidence of systemic non-compliance.

ii. *Secondly, register my builder buyer agreement in court of jurisdiction.*

Authority is of the view that registration of the BBA is a legal formality under the Registration Act, 1908, which falls under the jurisdiction of the concerned Sub-Registrar or Tehsildar, not HRERA.

iii. *Thirdly, Force the builder to maintain all project sale proceeds into ESCRO account as per regulation, as of now the balance is very low in account.*

With respect to the same, the Complainant has no locus to demand account-level details unless they show that project funds are being misused or escrow obligations under Section 4(2)(1)(D) of the Act have been violated.

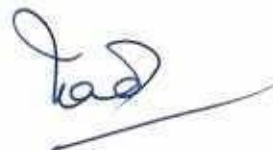
iv. *Fourthly, to provide the overall health of project registered with RERA and what happens to the right of plot owners in case of default, what are our rights as consumer.*

Regarding this, Authority concludes that this is a general advisory/clarificatory relief and not enforceable under a complaint mechanism. The

Complainant may raise this in a public interest or RTI.

v. *Lastly, sent a communication to me through mail on their locus stand on the fate of this project, i.e, who will be completion the project under current circumstances where the owner of parent company is arrested.*

Authority observes that the promoter (Green Field Cityscapes Pvt. Ltd.) continues to be the registered entity under HRERA. Any change in



control/shareholding is governed by RERA Rules and must be approved by the Authority. Arrest of an individual in a separate proceeding does not invalidate the project registration or execution, nor does it give rise to a consumer cause of action unless the project is abandoned which is not the case here.

12. Authority concludes that Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016 permits the filing of a complaint only by a person who is "aggrieved" by an actual violation of the provisions of the Act or the terms of the agreement for sale. In the present case, no such violation has occurred. The Builder Buyer Agreement dated 17.02.2024 clearly stipulates the project completion date as 01.02.2028, and the promoter remains well within this contractual timeframe. The complainant has not demonstrated any breach of statutory obligation, misuse of funds, or failure to perform duties under the Act. Allegations relating to corporate developments, arrest of individuals, or unverified assumptions of project demobilization are speculative and unsupported by material evidence. As no actual breach or injury has been established, the complainant does not qualify as an "aggrieved person" within the meaning of Section 31. The complaint, being based on apprehensions and lacking a present enforceable cause of action, is premature and not maintainable before this Authority.

A handwritten signature in black ink, appearing to be 'LAD', with a horizontal line underneath it.

13. Thus, consequent upon the considerable consideration, the Authority is constrained to conclude that the present complaint is nothing but an ill-advised luxurious litigation and a classic example of litigation to enrich oneself at the cost of another and to waste the precious time of this Authority. The Real Estate (Regulation and Development) Act 2016 is a beneficial/ social legislation enacted by the Parliament to put a check on the malpractices prevailing in the real estate sectors and to address the grievances of the allottees who have suffered due to the dominant position of the promoter.
14. Lastly, In view of the facts and circumstances of the present case, this Authority finds that the complaint is premature and does not disclose any present violation of the provisions of the RERA Act, the Rules, or the Agreement for Sale. Accordingly, the complaint merits dismissal at this stage. However, the Authority has taken cognizance of certain allegations made by the Complainant regarding the Respondent's purported involvement in demobilization of construction activity, arrest of a key promoter, and possible changes in ownership or control of the project entity. While these claims do not give rise to an individual cause of action under Section 18 or 31, they nonetheless raise concerns warranting further scrutiny in the larger public interest. Therefore, the Authority deems it appropriate to direct the office to

A handwritten signature in blue ink, appearing to be 'had', is written over a horizontal line.

forward a copy of this complaint to the Project Branch of the Authority, to examine the issues raised in it and initiate suo motu proceedings.

15. Authority decides to dispose of the captioned **complaint as dismissed** on the ground mentioned above. Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

  
.....  
**CHANDER SHEKHAR**  
[MEMBER]

  
.....  
**NADIM AKHTAR**  
[MEMBER]