

Smt. Indira Gandhi vs M/s. Vatika Limited

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

Complaint No.4827-2022

Date of Decision: 30.07.2025

Smt. Indira Gandhi w/o Sh. Ram Narain Gandhi, r/o Q-302,
Devinder Vihar, Sector-56, Gurugram (Haryana)

Complainant

Versus

M/s. Vatika Limited, Corporate Office, Tower A, Vatika City Centre,
5th Floor, Sector-3, Gurugram, Haryana

Respondent

APPEARANCE

**For Complainant:
For Respondent**

**Mr. Digamber Raghav, Advocate
Mr. Harshit Batra, Advocate**

ORDER

1. This is a complaint filed by Smt. Indira Gandhi (allottee) under section 31 & 71 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s. Vatika Limited (promoter/developer).

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2. The complainant's case as culled out from the complaint and explained by learned counsels for both the parties during arguments, is summarized as under:-

3. The complainant applied for a residential unit in the project being developed by respondent namely "**Vatika India Next**". Said request was accepted by the respondent and an allotment letter dated 24.10.2008 was sent to the allottee/complainant. By sending a letter, the allottee/complainant was informed by the respondent about certain changes in the bye-laws and re-location of site from Sector-85 to Sector-83, Gurugram. Re-allotment was thus done by the respondent. A Builder Buyer Agreement (draft) was sent to the complainant on February 26, 2009, and an agreement was entered between the parties on 15.05.2009. After completion of project/unit, possession of same has been handed over to the allottee/complainant on 05.06.2015.

4. Through complaint in hands, the complainant has sought compensation from the respondent alleging change of her unit. According to her, a wrong unit has been handed over to her. Moreover, construction at site was not as per construction plan. Further, payment plan was also changed by the respondent,

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making difference in total sale consideration. Same was made to pay a sum of Rs. 4,80,30,503/- in place of Rs. 38,72,850/-.

5. Respondent contested claim by filing written reply. Same challenged even maintainability of present complaint stating it as barred by limitation. According to respondent, this forum (Adjudicating Officer) has no jurisdiction to try and entertain present complaint, in view of mandate given by the Apex Court in case *M/s. New-tech Promoters and Developers Pvt Limited vs State of UP and others, Civil Appeal No. 6745-6749 of 2021*. Further according to it, provisions of The Real Estate (Regulation & Development) Act 2016 are not applicable in project in question as after completion of construction, possession of subject unit had already been offered to the allottee/complainant on 30.05.2015 well before Act of 2016 came into force.

6. During deliberations, the facts that the respondent offered possession on 30.05.2015 and allottee/complainant received possession on 05.06.2015, are not disputed by learned counsel for complainant. From record, it is apparent that this complaint was received in the Authority on 08.07.2022. True, Act of 2016 did not provide specifically the time limit, during which a complaint can be



filed by an allottee or promoter or Real Estate Agent, as the case may be.

7. As stated above, the complainant received possession of subject unit on 05.06.2015, no reason is explained as why same did not lodge any complaint for more than 7 years. Even if, Act of 2016 does not provide specifically a time limit during which an aggrieved allottee can file complaint before the Authority or A.O, even then public policy demands that there should be end of legal dispute at the earliest. A damocles sword cannot be allowed hanging indefinitely. Nothing is explained by the complainant, as why same slept over her right for so long. No reason to entertain complaint, so belatedly.

8. Even otherwise, considering merits of the case, it is contended by learned counsel for the respondent that the allotment letter dated 24.10.2008, copy of which has been put on file by the complainant, is taken as true. Same was actually a 'priority number' given to the complainant. No specific unit was allotted to the complainant through that letter. The changes in layout plan and re-location of project site, were well explained to the complainant by his client, i.e. respondent through letter, copy

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of which has been put on file by the complainant herself. After that, a Builder Buyer Agreement (BBA) was executed, which was voluntarily signed by the complainant. The latter never raised any objection. She made payment of instalments of sale consideration, without any objection.

9. Copies of cheques issued by the complainant through which payment of sale consideration was made, have been put on file. There is nothing on record to verify that the complainant raised any objection about change of the unit or change in layout plan or payment schedule, before filing complaint in hands.

10. In such a circumstance, it can be presumed that the complainant had no objection, rather accepted those changes. In these circumstances, she cannot be allowed to challenge change of layout plan or re-allotment of unit, at this time.


11. I find weight in the contention of learned counsel for respondent claiming that project in question was complete and even possession of subject unit had been handed over to the complainant before Act of 2016 came into force and hence, provisions of this Act are not binding upon the respondent.

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12. On the basis of above discussed facts, ^{There is} ~~I find~~ no merit in this complaint. Same is thus dismissed. Parties to bear their costs.

13. File be consigned to record room.

Announced in open court today i.e. on 30.07.2025


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