

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

Order pronounced on: 10.09.2025

Name of the Promoter		M/s Magic Info Solutions Pvt. Ltd. and M/s Godrej Projects Development Pvt. Ltd.	
Project Name		Godrej Summit	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/4470/2023	Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and M/s Godrej Projects Development Pvt. Ltd.	Adv. Hemant Phogat (Complainant) Adv. Sourabh Gauba (Respondent No.1) Adv. Kapil Madan (Respondent No.2)
2.	CR/4471/2023	Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and M/s Godrej Projects Development Pvt. Ltd.	Adv. Hemant Phogat (Complainant) Adv. Sourabh Gauba (Respondent No.1) Adv. Kapil Madan (Respondent No.2)
3.	CR/5257/2023	Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and M/s Godrej Projects Development Pvt. Ltd.	Adv. Hemant Phogat (Complainant) Adv. Sourabh Gauba (Respondent No.1) Adv. Kapil Madan (Respondent No.2)
4.	CR/5280/2023	Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and M/s Godrej Projects Development Pvt. Ltd.	Adv. Hemant Phogat (Complainant) Adv. Sourabh Gauba (Respondent No.1) Adv. Kapil Madan (Respondent No.2)

CORAM:

Ashok Sangwan

Member

ORDER

1. This order shall dispose of all the 4 complaints titled as above filed before this Authority in form CRA 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 between 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, "Godrej Summit" being developed by the same respondents/promoter. The terms and conditions of the agreement to sell against the allotment of units in the project of the respondents/promoter and fulcrum of the issues involved in all the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of refund the entire amount along with interest.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project: "Godrej Summit", Sector-104, Gurugram
Possession Clause- <i>Not on record.</i>
1. Occupation certificate- <i>20.06.2017, 26.12.2018</i>
2. DTCP License no. <i>License No.-102 of 2011 dated 07.12.2011 valid upto 06.12.2029 – Magic Info Solutions Pvt. Ltd. and 1 Ors. are the licensee for the project as mentioned in land schedule of the project.</i>
3. Nature of Project- <i>Residential Group Housing</i>
4. RERA registration – <i>Registered vide no. 75 of 2017 dated 21.08.2017 valid upto-30.09.2018</i>



Sr. No.	Complaint no./title/ date of complaint	Reply status	Unit No.	Date of execution of agreement for sale	Due date of possession & Offer of possession	Total sale consideration and amount paid by the Complainants	Relief Sought
1.	CR/4470/2023 Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and Ors. DOF- 18.10.2023	Reply received on 18.10.2024	1702, Floor-16, Tower-B (As on page no. 33 of complaint) Allotment letter- 19.08.2019 (page 33 of complaint)	Not executed (inadvertently mentioned as 04.05.2017 vide proceedings dated 20.08.2025)	Due date- 19.08.2022 [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/02 53/2018] Offer of possession- Not offered	TSC: Rs.3,28,23,000/- (As on page no. 37 of complaint) AP: Rs.3,10,69,250/- (as per Annexure C-2 at page 19 of complaint)	Refund
2.	CR/4471/2023 Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and Ors. DOF- 18.10.2023	Reply received on 24.01.2024	1703, Floor-16, Tower-A (As on page no. 14 of complaint) Allotment letter- 24.06.2019 (page 14 of complaint)	Not executed	Due date- 24.06.2022 [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/02 53/2018] Offer of possession- Not offered	TSC: Rs.3,28,23,000/- (As on page no. 18 of complaint) AP: Rs.2,27,00,000/- (as per CRA at page 12 of complaint)	Refund





3.	CR/5257/2023 Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and Ors. DOF- 15.11.2023	Reply received on 15.02.2024	C-1703, Floor-16, Tower-C (As on page no. 22 of complaint) Allotment letter- 02.08.2019 (page 22 of complaint)	Not executed	Due date- 02.08.2022 [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/02 53/2018] (inadvertently mentioned as 04.05.2020 vide proceedings dated 20.08.2025) Offer of possession- Not offered	TSC: Rs.3,28,23,00 0/- (As on page no. 81 of complaint) AP: Rs.3,28,23,00 0/- (page 19 of complaint)	Refund
4.	CR/5280/2023 Praveen Kumar and Ritu Chaudhary Vs NEO Developers Private Limited DOF- 15.11.2023	Reply received on 15.02.2024	1404, Floor-13, Tower-A (As on page no. 15 of complaint) Allotment letter- 22.07.2019 (As on page no, 15 of complaint)	Not executed	Due date- 22.07.2022 [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/02 53/2018] Offer of possession- Not offered	TSC: Rs.1,83,30,56 0/- (As on page no. 19 of complaint) AP: Rs.1,27,50,00 0/- (as per page 27 of complaint)	Refund

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

Abbreviations Full form

DOF- Date of filing complaint

TSC- Total Sale consideration

AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoters/respondent in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/4470/2023 titled as Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and M/s Godrej Projects Development Pvt. Ltd.*** are being taken into consideration for determining the reliefs of the allottee(s) qua refund of the entire paid-up amount along with interest and others.

A. Project and unit related details

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

CR/4470/2023 titled as Rajendra Pratap Singh V/s M/s Magic Info Solutions Pvt. Ltd. and M/s Godrej Projects Development Pvt. Ltd.

Sr. No.	Particulars	Details
1.	Name of the project	"Godrej Summit", Sector-104, Gurugram.
2.	Nature of the project	Residential Group Housing
3.	Project Area	22.12 acres

4.	DTCP license no.	License No.-102 of 2011 dated-07.12.2011 valid upto 06.12.2029
5.	HRERA Registered	Registered Vide no. 75 of 2017 dated-21.08.2017 Valid upto-30.09.2018.
6.	Unit no.	1702, Floor-16, Tower-B (As on page no. 33 of complaint)
7.	Unit area	4925 sq.ft. [Super built up area] (As on page no. 33 of complaint)
8.	Allotment letter	19.08.2019 (page 33 of complaint)
9.	Date of execution of Apartment Buyer's Agreement	Not executed
10.	Transfer/Endorsement of unit/apartment in favour of the complainant	19.08.2019 (page 32 of complaint)
10.	Possession clause	Not on record
11.	Due date of possession	19.08.2022 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>]
12.	Total sales consideration	Rs.3,28,23,000/- (As on page no. 37 of complaint)
13.	Total amount paid by the complainant	Rs.3,10,69,250/- (as per Annexure C-2 at page 19 of complaint)
14.	Tri-Partite agreement	20.08.2019 (As on page no. 41 of complaint)
15.	Occupation certificate	20.06.2017 (as per DTCP website)
16.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainant has made the following submissions: -

- I. That, the respondent no. 1 and respondent no. 2 in collaboration with each other developed a project by the name of "Godrej Summit"

situated in Sector-104, Gurugram with regard to license no. 102 of 2011 dated 07.12.2011 issued by the Director of Town & Country Planning Department, Haryana.

- II. That the complainant had purchased a unit bearing no. 1702, 16th Floor, Tower-B, having super area of 4925 sq. ft. from first allottee namely Mr. Narendra Chiranjilal Rathod for a sum of Rs.3,14,50,00,00/-. The total sale consideration of the unit was Rs.3,28,23,000/-.
- III. That the respondent no. 1 has received an amount of Rs.3,10,69,250/- from the first allottee namely Narendra Chiranjilal Rathod in respect of the said unit which was later purchased by the complainant through agreement to sell dated 22.07.2019.
- IV. That the respondent no. 1 transferred the said unit in favour of the complainant vide transfer letter dated 19.08.2019 and also further made a provisional allotment letter dated 19.08.2019 in favour of the complainant.
- V. That the respondent no.1 was made aware of the sale of the said flat by the first allottee namely Sh. Narendra Chiranjilal Rathod and the respondent no. 1 further gave no objection certificate for obtaining home loan by the complainant.
- VI. That a tripartite agreement dated 20.08.2019 was also executed between the complainant and respondent no. 1 and Axis Bank for obtaining home loan.
- VII. That the complainant was always willing to perform all his duties and obligations as per the allotment letter dated and to make any further payments or demands due towards the above said unit.
- VIII. That the respondent no.1 also promised and assured the complainant that all the documents and title of the said shall be

endorsed in favour of the complainant and that the complainant shall have clear title and interest on the unit purchased from first allottee.

- IX. That even after endorsing all the documents in favour of the complainant, the respondent no.1 did not offer possession of the unit to the complainant. The complainant tried to enquire from the respondents as to why he is not being offered the possession of his unit despite of receiving entire total sale consideration and since the occupation certificate has been received for the project and the unit is ready for possession, the respondents gave no satisfactory reply to the complainant and always ignored the request of the complainant by giving lame excuses.
- X. The complainant has a strong apprehension that the respondents have cheated him in collusion with each other by selling his unit to some other individual and due to which the complainant has to suffer huge financial loss, mental pain and agony. That the respondents despite the unit being ready for possession did not offer the possession for the same to the complainant.
- XI. That whenever the complainant approached the respondent no. 1, the officials of the respondent no. 1 used to convey to the complainant that his unit is with the respondent no. 2 since they are in collaboration and the respondent no. 2 will offer you the possession and when the complainant visited to the officials of respondent no. 2, the officials of respondent no. 2 used to direct the complainant to approach the respondent no. 1 for possession as the payments for the said unit of the complainant was received by the respondent no. 1 from the original allottee.

- XII. That the respondents in collusion with each other and in order to cheat the complainant and to grab the hard-earned money and to cause unlawful gains to themselves from the very beginning played a fraud upon the complainant and did not offer possession of the flat/ unit in favour of the complainant and further the complainant never received any cancellation letter nor any possession letter in respect of the unit purchased with the respondents.
- XIII. That the respondents are harassing and humiliating the complainant by not providing the physical possession of his unit with an intention to illegally and unlawfully retain the possession of the unit and also neither refunding the amount received from the complainant.
- XIV. That the complainant has approached the respondents several times personally that he has lost all his faith with the respondents and that if they are unable to provide possession of his unit, then, the respondents should refund his money alongwith interest, but the respondents completely failed to accept the just and genuine demands of the complainant and clearly refused to refund any amount or to provide physical possession of the unit.
- XV. That the complainant has undergone severe mental harassment due to the negligence on the part of the respondents for not refunding the money nor handing over the physical possession of his unit to the complainant. Therefore, respondents have forced the complainant to suffer grave, severe and immense mental and financial harassment with no fault on his part. The complainant being common person just made the mistake of relying on respondent's false and fake promises, which lured him to buy a unit in the aforesaid project of the respondent.

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C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - i. Direct the respondent to refund the entire amount paid by the complainants along with interest at prescribed rate.
10. On the date of hearing, the Authority explained to the respondents/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 respondents

11. Vide proceedings dated 29.01.2025, the complainant was directed to serve notice of complaint to the respondent no.1 through publication. The counsel for the complainant during proceedings dated 02.07.2025, has submitted proof of publication. Despite due service of notice, neither anyone has appeared on behalf of respondent no.1 i.e. Magic Info Solution Pvt. Ltd., nor reply on its behalf has been received in all the complaints. In view of the above, vide proceedings dated 02.07.2025, the respondent no.1 was proceeded ex-parte.
12. The respondent no. 2 has contested the complaint on the following grounds:
 - i. That the developer was approached by the directors of MISPL/OP No.1 and individual land owners viz. Mr. Manoj, Mr. Rajhans, Ms. Sheela Devi and Mr. Sukhir Singh in order to develop lands which were owned by OP No.1/MISPL and individual land holders.
 - ii. That in light of the representations and warranties made by OP No.1/MISPL, through its directors under the development agreement dated 05.08.2011, it was agreed to develop the said parcel of land and build a residential group housing colony project and the units of the project were to be sold on area share basis.
 - iii. That based on the said development agreement, OP No.2 constructed the residential group housing project namely "Godrej

Summit" on an area admeasuring 22.123 acres situated in Sector 104, Gurgaon, Haryana. However, under the terms of the said agreement, MISPL and the individual land owners were required to pay to OP No.2 certain payments towards certain charges/due and amounts including other charges, delay penalties, refunds and etc. The said payments which were to be made to the OP No.2 by MISPL and individual land owners collectively & jointly were to the tune of Rs.33,44,14,241/-.

- iv. That given this scenario, OP No.1/MISPL and the individual land owners collectively approached OP No.2 and expressed their inability to make payment of the balance amount due to be given by them to the OP No.2. On the basis of request, representations and warranties of MISPL, OP No.2 agreed to take a portion of the saleable area as allocated to MISPL and the land owners under the development agreement in lieu of the partial payment due.
- v. That for this purpose, two separate supplementary cum amendment agreement were executed amongst OP No.2, MISPL and individual land owners. The first such supplementary cum amendment agreement which recorded this understanding between the parties was entered into on 15.10.2019 and the second one on 16.10.2019.
- vi. That by way of the supplementary agreement, the individual land owners (excluding Ms. Sheela Devi) agreed to assign and transfer a part of their share as per the area share arrangement, against the part payment of Rs.28,94,82,184/- in favour of OP No.2 and thereby surrendered the 'Identified Areas' in favour of OP No.2.
- vii. That the 'Identified Areas' as per the supplementary agreements were described in Annexure C of the supplementary agreement dated 15.10.2019 and Annexure B of the supplementary agreement

dated 16.10.2019. Based on the said understanding, OP No.2/GPDL got 42 units in total which were originally falling in the share of the OP No.1 and other landowners.

- viii. That for ease of reference, OP No.2 got 37 flats of additional areas as per supplemental agreement dated 15.10.2019 in addition to the 65% of area share of the project as was allocated to it as per the original development agreement. Similarly, OP No.2 was allotted a further 5 flats as additional area as per supplemental agreement dated 16.10.2019 and the revised area share between OP No.2 and OP No.1/MISPL & individual land owners stand as 68.3%-31.7%.
- ix. That on the contrary to the above, it has been discovered by OP No.2 that out of the said units in the 'additional area' which were surrendered to it by MISPL/OP No.1 in lieu of due payment, few units (including the unit of the complainant i.e. B-1702) had already been sold to the third party at the time they were surrendered to OP No.2.
- x. That it is submitted that the said act was in contradiction to the express representations and warranties of OP No.1/MISPL that the said units were free from any and all encumbrances. It is further submitted that OP No.2 was shocked to learn about these facts upon receipt of notices from several banks and financial institutions. Therefore, in view of the above, OP No.2 had preferred a criminal complaint against the directors of OP No.1 and on the basis of said complaint FIR bearing No.243/2024 dated 13.08.2024 has been registered by the state authorities under Section 420/120B against the Directors of OP No.1. It is submitted it appears that the R-1 in collusion with other entitles has created fictitious documents with an intent to cause huge financial losses to OP No.2.

- xi. That no relief can be claimed against OP No.2 and no cause of action has arose against the OP No.2 in as much as the entire consideration has been paid by the complainant to OP No.1 and further the OP No.2 is not even a party to any transaction/contract.
 - xii. That in view of the facts narrated above and the contentions raised by the Opposite Party No.2, it is evident that the complainant has not disclosed any ground much less any cogent ground for the grant of reliefs qua the Opposite Party No.2 as claimed and the complaint under reply deserves to be dismissed with costs.
13. 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. Findings of the Authority


14. The Authority observes that the respondent no.2 has filed an application dated 25.06.2025, for holding the proceedings in abeyance on account of multiple/civil proceedings going on with respect to the units in question. Although, vide proceedings dated 02.07.2025, the said application was declined by the Authority, however after hearing arguments of both the parties vide proceedings dated 20.08.2025 and seeing the documents available on record, the Authority determines that the facts mentioned in the said application dated 25.06.2025, are necessary to be put on record while deciding the present complaints. The respondent no.2 vide application dated 25.06.2025 has submitted that in the month of May/June, 2023 it has come to know that out of the units which were surrendered to it by respondent no.1, few units were allegedly sold/mortgaged/had third-party rights created in them at the time they were surrendered to it. The respondent no.2 was shocked to learn about these facts upon receipt of the

notices from several banks and financial institutions. In pursuance to which the respondent no.2 had filed police complaint dated 25.08.2023 against respondent no.1 and its directors for cheating, forgery, criminal breach of trust and criminal misappropriation for unit bearing no. B-1702 with Commissioner of Police, Gurugram as the same was sold to Mr. Rajender Pratap Singh & Ms. Swaita Singh by availing a loan from Axis Bank and Mr. Amit Tyagi & Mr. Rajesh Tyagi by availing a loan from the State Bank of India. It is relevant to mention herein that apart from claim of State Bank of India over the present unit, Axis Bank had also created a charge upon the same unit and has issued a legal notice dated 29.05.2023 with respect to the loan availed by Mr. Rajendra Pratap Singh and Mrs. Swaita Singh with respect to unit bearing no. B-1702 which has already been apprised to the concerned police department by the respondent no.2 vide its police complaint dated 25.08.2023. It is further submitted that the Axis Bank has also issued a demand notice dated 17.08.2024 u/s 13(2) SARFAESI ACT in respect to loan availed by Mr. Rajendra Pratap Singh and Mrs. Swaita Singh. Further, in **CR/4471/2023**, the respondent no.2 has submitted that the unit in question has been sold multiple times by respondent no.1 in collusion with banks and on 17.04.2023, the respondent no.2 received a notice from the State Bank of India wherein it was discovered for the first time that the unit bearing no. A-1703 purportedly sold to the complainant who has availed a loan facility from South India Bank was further sold to one Mukund Mansukhbahi Tandel who had availed loan facilities from State Bank of India. It has also learnt vide an email dated 28.11.2024 sent on behalf of the South Indian Bank (SIB) that it has filed a complaint dated 25.09.2024 against the complainant due to irregularities observed in the bank account of the complainant. The respondent no.2 in **CR/5257/2023** has submitted that it has received a notice dated 17.04.2023 from IIFL Home Loan from

where it has been discovered that an allottee namely Iconic Products Pvt. Ltd. has availed loan with respect to unit bearing no. C-1703 and the State Bank of India (SBI) has also availed loan facilities on the same unit which was sold by respondent no.1 by granting a loan to the complainant. Further, South India Bank has also created a charge upon the said unit and had even initiated DRT proceedings vide original application titled as South India Bank vs. Amit Tyagi and Ors. having registration No. OA/79/2022 before DRT-2, Chandigarh against the complainant. Furthermore, the State Bank of India has also created a charge upon the unit in dispute and initiated DRT proceedings vide original application titled as State Bank of India vs. Rajendra Pratap Singh & Ors. having registration No. OA/153/2024 before DRT, Delhi against Mr. Rajender Pratap Singh, Mr. Narendra Chiranjilal Rathodh and the landowners. The respondent no.2 in **CR/5280/2023** has submitted that the unit in question has been sold multiple times by respondent no.1 in collusion with the banks and this "double financing" and "double selling" based on the same secured property could not have occurred without the active participation of the respondent no.1, its directors and complainant in collusion with other unknown individuals. The respondent no.2 has already filed a police complaint dated 25.08.2023 and 30.04.2024 with Commissioner of Police, Gurugram on the basis which FIR no 243/2024 dated 13.08.2024 has been registered against the respondent no.1 and its directors. Moreover, an FIR bearing no. 0328/2024 has been registered against the directors of respondent no.1 on basis of complaint by Mr. Rajhans Kataria (one of the landowners), for selling of three units to multiple customers (the said units were handed over by respondent no.1 to the complainant). The complainant has submitted that he is seeking full refund of the amount deposited with interest at the prescribed rate under the provisions of Section 18 (1) of the Act 2016. The counsel for the

complainant vide proceedings dated 20.08.2025 has further submitted that the complainant had registered criminal case against the middle man, who facilitated the sale of the present unit on behalf of the respondent no.1.

15. After considering the documents available on record as well as submissions made by the parties, the Authority observes that there is a clear element of criminality as the units mentioned in para 3 of this order have been either mortgaged/financed through multiple financial institutions or have been sold to multiple person and other recovery proceedings are presently going on against them. The Authority is of the view that any adjudication with respect to the instant matters would result in a multiplicity of litigation as the entire transaction of sale is being investigated by the police authorities and further, the said dispute is also pending before DRT Tribunal. Further, this Authority is not competent to go into the legality of sale and lacks the jurisdiction to decide ownership/title. In view of the above, the Authority is of the view that the present matter is not maintainable before this Authority and the complainant is at liberty to proceed before the competent court of law.
16. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
17. The complaints stand disposed of.
18. Files be consigned to registry.


(Ashok Sangwan)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 10.09.2025