

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

Complaint no.: 1844 of 2024
Date of decision: - 04.07.2025

Mansi Chadha through Ajay Kumar Chadha
R/o: - House no. 29, PKT B-6 Sector 11, Rohini

Complainants

Versus

1. M/s. French Buildmart Private Limited.
2. M/s. Orbit Informatics Pvt Ltd.
3. Capital Skyscraper Private Ltd
Regd. office: N-8, Ground Floor, Panchsheel Park, South Delhi,
New Delhi-110017.
4. Efferent Real Estate Private Limited
Regd. Office: H/no. 2/56A, Floor-3rd,
Near Sachdeva Paneer Bhandar, Moti Nagar,
West Delhi.
5. Mr. Anubhav Munjal
(AR for respondent no.1, 2, 3)

Respondents

CORAM:

Arun Kumar

Chairman

APPEARANCE:

Ankit Kishore (Advocate)
Venket Rao (Advocate)

Complainant
Respondent no.1, 2, 3

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and

Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of project	"The Cityscape", Sector 67, Gurugram
2.	Nature of project	Commercial unit
3.	RERA registered	Registered Vide registration no. 02 of 2022 Dated- 24.01.2022 valid upto 30.09.2022
4.	Welcome letter in favour of complainants issued by respondent no. 3 i.e. M/s. Capital Skyscraper Pvt Ltd.	28.06.2016 (As on page no. 42 of complaint)
5.	Retail space buyer's agreement	Not executed
6.	Unit no.	Not available
7.	Unit area	Not available
8.	Possession clause	Not available
9.	Due date of possession	Not available
10.	Sale consideration	Not available
11.	Amount paid	Rs. 3,00,000/- [As on page no. 40 of complaint] Receipt issued by respondent no.3 i.e., M/s. Capital Skyscraper Private Limited
12.	Amount refunded by the respondent	Rs. 3,00,000/-



(as on page 18 of reply of respondent no. 1,2 &3)

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:

- i. That the present complaint is being filed by the complainant through her authorised representative Mr. Ajay Kumar Chadha by a General Power of Attorney dated 10/12/2022 against respondent for the deficient services provided by them in relation to the allotment of the above-mentioned commercial unit in the project known as The Cityscape, situated at Sector-66, Gurugram, Haryana.
- ii. The complainant is an allottee, as defined under Section 2(d) of the RERA Act.
- iii. The respondent is a company registered at registrar of company having its registered office at N-8, Ground Floor, Panchsheel Park, South Delhi, New Delhi-110017.
- iv. That the complainant primarily approached the respondent namely M/s Orbit Informatics Private Limited for booking of tentative shop/commercial space on ground floor admeasuring saleable/super area of 271 sq. ft. (approx.) in their upcoming project "Capital Square at Saheb Business Bay" at Sector 104, Gurugram Haryana.
- v. The respondent namely M/s Orbit Informatics Private Limited through demand letter dated 22/04/2014, had raised a demand and acknowledged the sum of Rs. 3,00,000/- deposited with respondent namely M/s Orbit Informatics Private Limited for booking of tentative shop/commercial space on ground floor admeasuring area of 271 square feet in the then upcoming project of "Capital Square at Saheb Business Bay" at Sector-104, Gurugram, Haryana at the basic sale price of Rs.10,400/- per square feet, but the project of "Capital Square at Saheb Business Bay" at Sector-104, Gurugram, Haryana.

- vi. That after passing considerable time the complainant's approached the respondent namely M/s Orbit Informatics Private Limited and inquired about the progress of the project and as to why they are not raising any further demand to which respondent namely M/s Orbit Informatics Private Limited did not reply to the utmost satisfaction of the complainant for the reason best known to them. However, it was conveyed to the complainants that said project has lapsed and shall not be completed.
- vii. That to the same response the complainant showed his concern and demanded his money back to which the respondent namely M/s Orbit Informatics Private Limited responded and convinced the complainant to book another plot being built by the sister company i.e. Capital Skyscrapers Pvt. Limited and hence they offered a new booking against unit 0101, ground floor, having an area measuring about 303 sq. ft. approx. at basic sale price Rs.10,500 of the complainant in the project "the cityscape at sector-66, Gurugram, Haryana" and further directed the complainant to pay to M/s. Efferent Real estate Private Ltd. which is group of companies of the respondents. That the said companies are within the jurisdiction of this Regulatory Authority.
- viii. The complainant also received a welcome letter dated 22/04/2014 from the group company of the respondent namely M/s. Orbit Informatics Private Limited.
- ix. In view of the project of "Capital Square at Saheb Business Bay" Sector-104, Gurugram (Haryana) of another group company of the respondent, the respondent vide receipt dated 28/06/2016 acknowledged the same amount of Rs.3,00,000/- as paid by the complainant to their group company Efferent Real estate Private Ltd. and allotted a unit no.0101 on ground floor, having an area measuring about 303 square feet approx. at basic sale price of Rs. 10,500/- in their project known as The Cityscape, situated at Sector-66,

Gurugram, (Haryana). pursuant to receipt dated 28/06/2016 from the respondent to the complainant, a welcome letter dated 28/06/2016 in confirmation of the allotment in the aforementioned unit in the name of the complainant was also got issued to the complainant.

- x. That the respondent represented in writing to the complainants that they have been granted license from the office of the Director, Town and Country Planning, Haryana, Chandigarh.
- xi. That, basis the representation of the respondent company through its official/director, the complainants have invested their hard-earned money for Rs.3,00,000/- and booked a commercial unit 0101 on the ground floor, in the commercial complex namely "The Cityscape", situated in Sector-66, Gurugram, (Haryana) measuring approx. 303 sq. ft.
- xii. The complainant, despite having been allotted the above unit in the above-mentioned project, did not get any demand for the further payment from the respondent.
- xiii. In view of the no response from the respondent such as neither the respondent informed the status of the booked commercial space to the complainant nor ever asked her to deposit any further amount for delivery of the possession of the booked unit to the complainant.
- xiv. That even after huge time gap, neither the amount admitted to have, been credited to the respondent's account has been refunded back to the complainant with interest nor the property has been informed to be delivered against certain balance payment as agreed upon by the respondent at the basic sale price of Rs. 10, 500/- per square feet to the complainant.
- xv. That in view of arbitrariness approach on the part of the respondent company, as the project has been complete and deliverable position, which the complainant got know from the reliable sources and visited the commercial project of the respondent on 07/10/2023.

- xvi. That the father of the complainant tried to enter into the premises of the booked shop as allotted by the respondent to the complainant on 07/10/2023, but he was not only misbehaved but was also pushed out from the premises.
- xvii. That feeling cheated in the hands of the respondent, the complainant approached a lawyer and had sent a legal notice dated 22/11/2023 to the respondent beside their aiding group companies through speed post. The legal notice has duly been served to the respondent on 24/11/2023, however the complainant has not received any response from the respondent.
- xviii. That the respondent since failed to deliver the possession of the commercial unit booked in the name of the complainant is liable to deliver the same against the balance payment, which the complainant is ready and willing to pay in terms of the allotment letter dated 28/06/2016 to the complainant.
- xix. That the respondent in acceptance of the right, title and interest of the complainant in their commercial unit bearing no.0101 on ground floor, having an area measuring about 303 square feet approx. at basic sale price of Rs. 10,500/- in their project "The Cityscape" in Sector 66, Gurugram, Haryana.
- xx. That the respondent, despite having received the booking amount of Rs.3,00,000/- against allotment of unit bearing no.0101 on ground floor, having an area measuring about 303 square feet approx. at basic sale price of Rs.10,500/- in their project "The Cityscape" situated in Sector 66, Gurugram, Haryana, did not conveyed the status of the project nor demanded the further amount for executing conveyance deed and for delivery of the possession of the commercial unit to the complainant.
- xxi. However, even after expiry of above-mentioned period under the agreement, the complainant was not offered possession. In fact, as on date, there has

been an unreasonable and unjust delay despite of which the complainant is yet to be handed over the actual physical possession of the commercial unit in the project and to be conveyed with the ownership title in favour of the complainant by way of a legal conveyance deed in the name of the complainant.

- xxii. That the conduct and actions on behalf of the respondents especially of no-response since after having received the booking amount from the complainant and till date even after having received legal notice are prejudicing the rights of the complainant in the said property and are causing huge losses to the complainant, for absolutely no fault on part of complainant.
- xxiii. That the respondent has failed and neglected to perform its obligation and discharge its liability in accordance with the provisions of agreement. In the said circumstances, being extremely disconcerted by the non-performance on the part of respondent, the complainant had repeatedly conveyed their concerns to the respondent.
- xxiv. That the respondent has deliberately neglected to hand over the possession of the said unit in favour of the complainant even after having allotted the commercial unit and failed to hand over the possession of the unit in favour of the complainant. The respondent has failed and neglected to perform its obligations and discharge its liabilities in accordance with the provisions of the said agreement.
- xxv. That the complainant through authorised representative is approaching this Hon'ble Authority for resolution of grievance against the respondent for acute deficiency in service rendered to the complainant. It is submitted that the respondent has been negligent and has deprived the complainant of its legible claims as per the agreements mentioned aforesaid.

- xxvi. That this Hon'ble Authority is having the proper jurisdictions to try and decide the present complaint since the project in question is situated in Sector 66, Tehsil & District-Gurugram, Haryana.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- Direct the respondent to give possession of the commercial unit in the project and get conveyance deed signed and executed in favour of the complainants against payment of the balance amount.
 - Direct the respondents in event where the respondent does not allot the said commercial unit to refund back the same amount with 24% commercial interest back to the complainant.
 - Direct the respondents to pay Rs.20,00,000/- to the complainant towards pain, suffering, mental agony and harassment etc. suffered by him.
 - Direct the respondent to pay Rs.1,50,000/- towards litigation expenses to the complainant.

D. Reply by respondent no. 1, 2 and 3:

5. The respondents by way of written reply made following submissions.
- That the present complaint, filed by the complainant under reply, is bundle of lies and hence liable to be dismissed as it is filed without any cause of action.
 - That in the present complaint it is not clear that who all are the respondents in the present complaint. It is pertinent to note that as per proforma B of the complaint there are 5 respondents, as per details of respondent mentioned on page no. 11-12 of the complaint there are only 4 respondents, further as per affidavit of the complaint on page no. 23 there are only 2 respondents and as per memo of parties mentioned on page no. 25 of the complaint there are only 4 respondents. That the present complaint is

required either to be dismissed or amended before adjudicating the merits of the case.

- iii. The reliefs claimed in the present complaint are also not clear as the complainant is asking refund, possession and compensation in one complaint. Pertinent to note that the jurisdiction of compensation does not fall within the purview of the Ld. Authority thus, the present complaint is liable to be dismissed.
- iv. That as per the complaint, the complainant had booked a unit from the respondent no. 2 (Orbits Informatics Pvt. Ltd.) in 2014 in the project "Capital Square" at Sector 104 Gurugram and paid an amount of Rs. 3,00,000/-. Later on, the complainant cancelled the said booking and returned all the original documents and the respondent no. 2 refunded the entire amount to the complainant.
- v. That the complainant has claimed in her complaint that the respondent no. 2 allured the complainant to book another unit in the project "the cityscape" at sector 66, Gurugram being developed by respondent no. 3. The complainant further claimed that she was asked to make the payment of Rs. 3,00,000/- to respondent no. 4 (*Efferent Real Estate Pvt. Ltd.*) and the same was paid by the complainant. The complainant has annexed a receipt dated 28.06.2016 and welcome letter dated 28.06.2016 as annexure p-4 alleged to be issued by the respondent no. 3. However, it is submitted that the said receipt or welcome letter were never issued by the respondent no. 1, 2 & 3 and said documents are forged to harass the complainant. The respondent no. 1 & 3 never issued the said documents nor received any payment of Rs. 3,00,000/- from the complainant.
- vi. That upon receiving the complaint filed by the complainant, the respondent no. 3 had filed a police complaint against the respondent no.4 and

complainant for forgery and cheating before police station sector-65, Gurugram, Haryana.

- vii. That the complainant has also annexed a legal notice as annexure P-5 wherein it is mentioned that one Mr. Anubhav Munjal had asked the complainant to book a unit in the project being developed by the respondent no. 3 however, in the present complaint the complainant is stating that the respondent no. 2 has allured the complainant to book a unit in the project of respondent no. 3.
- viii. Further, the complainant has alleged that the said documents at annexure P-4 are issued by the respondent no. 3, however, made the respondent no. 1 also a party to the present complaint which seems to be a strategy of the complainant to harass the respondent no. 1, 2 and 3 with the intention of gaining unlawful enrichment by misleading the Ld. Authority.
- ix. It is evident, that the entire case of the complainant is nothing but a web of lies, false and frivolous allegations made against the respondent no. 1 and 3.

E. Written submissions on behalf of respondent no.5 i.e. Mr Anubhav Munjal

- i. That the complaint is neither maintainable nor tenable before this Authority and is liable to be out rightly dismissed. The Builder Buyer Agreement was executed between the complainants and the respondent prior to enactment of the RERA, 2016.
- ii. That the complainants are stopped from filing the present complaint by their acts, omissions, admissions, acquiescence and laches. There is no cause of action to file the present complaint as the same has been filed pre-maturely by the complainants.
- iii. This Authority has no jurisdiction to adjudicate upon the present complaint and the complainant has no locus stand to file the present complaint.

- iv. That the respondent no.5 i.e., Mr. Anubhav Munjal was working as an employee when the complainant initially booked a unit in the project "Capital Square at Saheb Business Bay" at Sector-104, Gurugram of respondent no.2.
- v. The said project was dropped by the respondent no.2 and full amount paid by the complainant was refunded back to the complainants and the same was accepted by them.
6. Copies of all the relevant documents have been filed and placed on 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.

F. Jurisdiction of the authority:

7. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F. I Territorial jurisdiction

8. 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.

F. II Subject matter jurisdiction

9. 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

10. 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 complainants at a later stage.

G. Findings on the reliefs sought by the complainant:

G.I Direct the respondent to give possession of the commercial unit in the project and get conveyance deed signed and executed in favour of the complainant against payment of the balance amount.

G.II Direct the respondents in event where the respondent does not allot the said commercial unit to refund back the same amount with 24% commercial interest back to the complainant.

G.III Direct the respondents to pay Rs.20,00,000/- to the complainant towards pain, suffering, mental agony and harassment etc. suffered by him.

G.IV Direct the respondent to pay Rs.1,50,000/- towards litigation expenses to the complainant.

11. In the present complaint, the complainant alleged to have approached M/s. Orbit Informatics Private Limited, for booking a shop/commercial space admeasuring saleable/super area of 270 sq. ft. in its upcoming project "Capital Square at Saheb Business Bay" at Sector-104, Gurugram. The Complainant further submitted that later on, the M/s Orbit Informatics Private Limited dropped the idea of the above project and convinced the complainant to make a booking in another project being developed by the sister-concern company i.e., M/s. Capital Skyscraper Private Limited. The complainant was further directed to make payments in relation to the said unit to M/s Efferent Real estate Pvt. Ltd. In confirmation of the same, the respondent no. 3 i.e., M/s. Capital Skyscraper Private Limited issued a Welcome Letter to the complainant

on 28.06.2016 in respect of the project "The Cityscape" and the respondent issued a receipt dated 28.06.2016, acknowledging the payment of Rs.3,00,000/- by complainant on account of "Application Money" for booking a retail unit in the project "The Cityscape" situated in Sector-66, Gurugram, Haryana.

12. The respondents have submitted that the documents produced by the complainant, including the Welcome Letter, receipts are forged and fabricated and the respondents categorically denied having issued any such document.
13. Moreover, the complainant has submitted payment receipt on record in which it has been shown that he has made a payment of Rs.3,00,000/- to the respondent no. 2. But the complainant has failed to produce any documents which could establish that payment was made on any agreed terms. Therefore, the documents submitted by the respondents on page 18 of their reply, the Authority has observed that the respondent no. 2 has refunded the full amount i.e. 3,00,000/- to the complainant and after the receipt of the said cheque, the entire claim against the company stands fully satisfied.
14. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the Authority has observed that there is no allotment letter, no builder-buyer agreement, nor any formal acknowledged application form that would indicate that the promoter accepted the complainant booking. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

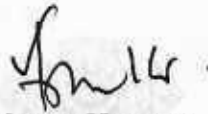
"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."

15. In the absence of any documentary proof of allotment or contractual relationship between the complainant and the promoter, the complainant does

not fall within the definition of an 'allottee' under Section 2(d) of the Act. Therefore, the present relief sought by the complainant is not maintainable under section 31 of the Real Estate (Regulation and Development) Act, 2016.

16. Consequently, the complaint is dismissed being not maintainable.

17. File be consigned to registry.



Arun Kumar
Chairman

Haryana Real Estate Regulatory
Authority, Gurugram
Dated: 04.07.2025



HARERA
GURUGRAM