

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

Complaint no.:

2713 of 2024

Date of decision:-

06.08.2025

1. Ravi Dutt Sharma
 2. Rajni Sharma
- Both R/o:** - Snowmex Engineers Ltd, 3,
Jeewandeep Building, 16,
Parliament Street, New Delhi.

Complainants

Versus

1. M/s. French Buildmart Private Limited.
 2. M/s. Orbit Informatics Pvt Ltd.
 3. Capital Skyscraper Private Ltd
- Regd. office:** 308, ILD Trade Tower,
Sector-47, Main Sohna Road, Gurugram-122001.
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:

Ashok Sangwan

Member

APPEARANCE:

Ankit Kishore (Advocate)
Venket Rao (Advocate)

Complainants

Respondent
no.1, 2, 3

ORDER

1. The present complaint dated 04.06.2024 has been filed by the complainants/allottees 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"
2.	Nature of project	Commercial unit
3.	Location of project	Sector-66, Gurugram, Haryana.
4.	RERA registered	Registered Vide registration no.02 of 2022 Dated-24.01.2022.

5.	Welcome letter in favour of complainants issued by respondent no. 3 i.e. M/s. Capital Skyscraper Pvt Ltd.	21.06.2016 (As on page no. 30 of complaint)
6.	Retail space buyer's agreement	Not executed
7.	Unit no.	Not available
8.	Unit area	Not available
9.	Possession clause	Not available
10.	Due date of possession	Not available
11.	Sale consideration	Not available
12.	Amount paid	Rs. 3,00,000/- [As on page no. 34 of complaint] Receipt issued by respondent no.3 i.e., M/s. Capital Skyscraper Private Limited

B. Facts of the complaint:

3. The complainants have made the following submissions in the complaint:

- I. That the complainant primarily approached the respondent namely M/s Orbit Informatics Private Limited (hereinafter referred as respondent no.1) for booking of tentative shop/ commercial space admeasuring Saleable/ Super Area of 270 sq. ft. (approx.) in their

upcoming project "Capital Square at Saheb Business Bay" at Sector 104, Gurugram Haryana.

- II. That later respondent no.1 dropped the idea of above project and convinced the complainant to book another plot being build by its sister company i.e. M/s. Capital Skycraper Private Limited (hereinafter referred as respondent no.2) with common Director.
- III. That on 21.06.2016 complainant deposited the token amount of Rs.1,00,000/-for completion of formalities. It is pertinent to point out that the respondent namely Mr. Anubhav Munjal @ Manager /AR (hereinafter refereed as respondent no.4) had assured complainant to extent and effect that all the companies of respondent no. 1,2 and 3 are group companies and are working for the same project of respondent no.2, so all payments were to be made in the name of Efferent Real-estate Private Limited (hereinafter referred as respondent no.3) only.
- IV. Accordingly, the complainant had deposited a cheque bearing no.000101 dated 21.06.2016 drawn on Karur Vysya Bank for a sum of Rs.1,00,000/-in the name of respondent no.3 on 21.06.2016. Against the payment of Rs.1,00,000/- by complainant, the respondent no.2 had issued a Welcome letter dated 21.06.2016 showing booking with the project "The Cityscape" of respondent no.2 to the complainant.
- V. That on 22.07.2016, the complainant received a phone call from respondent no.4 for visiting the office of respondent no.1 for further formalities. In the meeting, the respondent no.4 handed over few papers along with the cheque dated 30.05.2013 purporting the surrender of commercial space/shop from the earlier applicant namely Mr. Anshu Rastogi to the M/s Orbit Informatics Private Limited

and in lieu of which new booking in the project of the respondent no.2 was made to the complainant against post-dated cheque for Rs.2,00,000/- bearing no.010669 dated 04.09.2016 drawn on The Kangra Co-operative Bank Limited in the name of respondent no.3.

- VI. That the respondent no.2 vide receipt dated 05.09.2016 acknowledged both the payments of Rs.1,00,000/- and Rs.2,00,000/- as paid by the complainant to the respondents, who in turn allotted a retail unit in their project known as "THE CITYSCAPE", situated at Sector-66, Gurugram.
- VII. That the respondent no.2 represented in writing to the complainants that they have been granted License from the office of the Director, Town and Country Planning, Haryana, Chandigarh. On the basis of the representation of the respondent Company through its official/director, the complainants has invested their hard-earned money for Rs.3,00,000/- and booked a commercial unit in the project.
- VIII. Despite having been allotted the above unit in the above mentioned project, the complainant did not get any demand for the further payment from the respondents. Even after huge time gap, neither the amount admitted to have been credited to the respondent's account has been refunded back to the complainants with interest nor the property has been informed to be delivered against certain balance payment as agreed upon by the respondents to the complainants.
- IX. That the friend namely Mr. Ajay Kumar Chadha of the complainants tried to enter into the premises of the project on 07.10.2023, but he was not only misbehaved but was also pushed out from the premises.
- X. That feeling cheated in the hands of the respondents, the complainants approached a lawyer and had sent a legal notice dated 05.12.2023 to

the respondents beside their aiding group companies through speed post. The Legal Notice has duly been served to the respondents on 07.12.2023, however the complainant has not received any response from the respondents.

- XI. That the respondents have failed to deliver the possession of the commercial unit and is thus liable to deliver the same against the balance payment, which the complainant is ready and willing to pay the same.
- XII. That the respondent, despite having received the booking amount of Rs.3,00,000/-, did not convey 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 complainants.
- XIII. 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.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - 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 complainants against payment of the balance amount in terms of the receipt dated 05.09.2016 and Welcome Letter dated 21.06.2016 issued to the complainants.

- 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.
- iii. Direct the respondents to pay Rs.20,00,000/- to the complainant towards pain, suffering, mental agony and harassment etc. suffered by him.
- iv. 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.
 - I. That the present reply has been filed by respondent no. 1, 2 and 5 i.e., M/s. Orbit Informatics Pvt. Ltd., M/s.Capital Skyscraper Pvt. Ltd. and M/s. French Buildmart Pvt. Ltd. At the outset, it is submitted that the present complaint is not maintainable in law or on facts. The allegations levelled by the complainant are frivolous, baseless, and devoid of merit. There is no cause of action for the filing of this complaint, as there was no allotment made by the respondent no. 1, 2 and 5 in favour of the complainant, nor any payments were received by respondent no. 1, 2 and 5 from the complainant as claimed.
 - II. That in the present complaint it is not clear that who all are the respondents. It is pertinent to note that as per "Pro forma B" of the complaint there are five respondents, as per "Details of respondent" mentioned on page no. 9-10 of the complaint there are only 4 respondents as per Memo of Parties mentioned on page no. 22 of the complaint there are only four respondents.
 - III. That one Mr. Anshu Rastogi S/o Mr. Mange Lal had booked a unit in the project "The Capital Square at Saheb Business Bay" at Sector 104,

Manesar Urban Complex, Gurgaon, Haryana in the year 2013 being developed by respondent no. 1 (Orbit Informatics Pvt. Ltd.) and made an initial payment of Rs.3,00,000/-. Further Mr. Anshu Rastogi vide Request Letter cum Affidavit / Undertaking dated 29.08.2016 sought cancellation of the above booking and sought refund of the paid amount Rs.3,00,000/- .

- IV. The reliefs claimed in the present complaint are also not clear and beyond the jurisdiction of the Authority as the complainant is seeking refund, possession and compensation in the present complaint. Pertinent to note that the jurisdiction of compensation does not fall within the purview of the Authority thus, the present complaint is liable to be dismissed.
- V. That considering the request of Mr. Anshu Rastogi, the respondent no. 1 refunded the entire amount through two cheques; first cheque bearing no. 000671 amounting to Rs.1,00,000/- dated 20.10.2016 and second cheque bearing no. 000672 amounting to Rs.2,00,000/- dated 21.11.2016.
- VI. That the complainant has claimed in the present complaint that the respondent no. 1 had allured the complainant to book a unit in the project being developed by respondent no. 2. The complainant further claimed that he made a payment of Rs. 1,00,000/- and Rs. 2,00,000/- in favour of respondent no. 3 (Efferent Real Estate Pvt. Ltd.) on 21.06.2016 and 04.09.2016.
- VII. However, it is submitted that the said receipt or welcome letter were never issued by respondent no. 1, 2 and 5 and the said documents were forged to harass the complainant. The respondent no. 1 and 2 never issued the said documents nor received any payment of

Rs.3,00,000/- from the complainant. The complainant himself admits in the complaint that the payments were made in favour of respondent no. 3. Thus, no such payment was ever received by the answering respondents.

- VIII. Further, the complainant under para 7 of the complaint has stated that the respondent no. 4 (Anubhav Munjal) called upon the complainant vide phone call dated 22.07.2016 to visit the office of the respondent no. 1 (Orbit Informatics Pvt. Ltd.) and handed over some documents pertaining to surrender of unit by Mr. Anshu Rastogi and for booking a new unit in the project of respondent no. 2.
- IX. However, the complainant was never called upon by the answering respondents nor any documents were handed over. The said claim is false, fabricated and misleading and thus, the complaint herein against the answering respondents does not lie.
- X. That the documents produced by the complainant, including any purported welcome letters, receipts, or communications, are forged and fabricated. The answering respondents categorically deny having issued any such documents, and the same appear to have been created with an ulterior motive to deceive this Authority and extort unlawful gains from the respondents.
- XI. The answering respondents vehemently deny any contractual relationship with the complainant concerning the alleged allotment of any commercial unit/plot in any project. That upon receiving the complaint filed by the complainant, the answering respondent no. 5 had filed a police complaint against the respondent no. 3 and complainant for forgery, cheating and fabricating false evidence before Police Station-Sector-65, Gurugram, Haryana.

- XII. The respondents deny receiving any payments, as alleged, from the complainant. The claim of payments being made through cheques is false and fabricated. The respondents have no record or acknowledgment of receiving any payment from the complainant, whether by cheque, cash, or any other means, for any unit in "The Cityscape" project or any other project.
- XIII. That the complainant has also annexed a legal notice as Annexure P-3 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. 1 or 2, however, it is pertinent to note that the answering respondents never received the said notice.
- XIV. That the alleged welcome letter dated 21.06.2016 and receipt dated 05.09.2016, as claimed by the complainant are fabricated and did not originate from the answering respondents. It is evident from the allegations and fabricated documents submitted by the complainant that the present complaint has been filed with a malicious intent to harass and extort money from the answering respondents. The complainant has attempted to create a false narrative of having booked a commercial unit in the project, which is entirely baseless and fraudulent.

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 a 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.

E. 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.

E. 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.

E. 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.

F. Findings on the reliefs sought by the complainants:

- F.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 complainants against payment of the balance amount in terms of the receipt dated 05.09.2016 and Welcome Letter dated 21.06.2016 issued to the complainants.**
- F.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.**

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

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

• Whether the complaint is barred by limitation?

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. On 21.06.2016, the complainant made a payment of Rs.1,00,000/- and Mr. Anubhav Munjal , A.R of respondent no.1 , 2 and 3 assured the complainant that all the companies of respondent no.1, 2 and 3 are group companies and are working for the same project. The respondent no. 2 i.e., M/s. Capital Skyscraper Private Limited issued a Welcome Letter to the complainants on 21.06.2016 in respect of the project "The Cityscape" and the respondent issued a receipt dated 06.09.2016, acknowledging the payment of Rs.3,00,000/- by complainants 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. Upon receiving notice of the present complaint, a complaint has been filed by the respondent no.1 , 2 and 3 against the complainants and M/s. Efferent Real Estate Private Limited on 18.09.2024, on account of hatching criminal conspiracy, forgery as well as cheating against M/s. Capital Skyscraper Pvt Ltd.

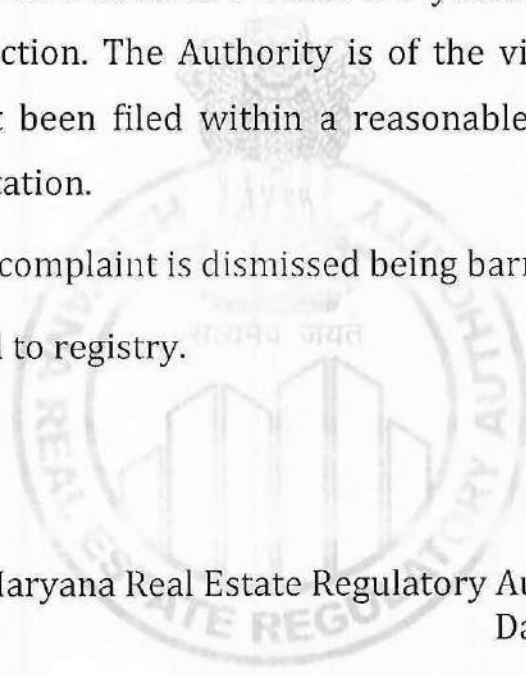
13. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the Authority has observed that the Cause of Action if any, last arose when the receipt for payment was issued by M/s. Capital Skyscraper Private Limited on 05.09.2016. Thereafter, there was a dead silence in respect of this transaction, neither did the complainants ever contacted the respondents nor did make any payments. The complainants have received the receipt on 05.09.2016, on which the cause of action has arisen. The present complaint has been filed on 04.06.2024, after a gross delay of almost 8 years. The complainants cannot be allowed to sleep over their rights indefinitely and wake up at any time as they please. The respondent cannot be held at gunpoint for indefinite period of time.

14. The Authority is cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived

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at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances.

15. In the present matter the cause of action arose on 05.09.2016 when the receipt in lieu of the payment of Booking Amount was issued by M/s. Capital Skyscraper Private Limited. The complainants have filed the present complaint on 04.06.2024 which is 7 years 10 months from the date of cause of action. The Authority is of the view that the present complaint has not been filed within a reasonable time period and is barred by the limitation.
16. Consequently, the complaint is dismissed being barred by limitation.
17. File be consigned to registry.



Ashok Sangwan
Member
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 06.08.2025

HARERA
GURUGRAM