

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

Complaint no. : 4055 of 2023
Date of complaint : 12.09.2023
Date of order : 02.09.2025

1. Nitin Uppal,
2. Neeru Uppal,
Both R/o: - H.no 37, 2nd floor, Sector 9, Gurugram.

Complainants

Versus

M/s SHF Square LLP
Regd. Office at: - 2nd floor, 856, Sector 14, Gurugram.

Respondent

CORAM:

Arun Kumar
Ashok Sangwan

**Chairman
Member**

APPEARANCE:

Nitin, proxy counsel
Garvit Gupta

Complainants
Respondent

ORDER

1. This complaint has been filed by the complainant/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 under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name of the project	SHF Homes
2.	Nature of project	Deen Dayal Plotted colony
3.	RERA registered/not registered	Registered Vide 16 of 2022 dated 28.02.2022
4.	DTPC License no.	49 of 2017 dated 17.07.2017
5.	Unit/Plot no.	99 (page 58 of complaint)
6.	Unit measuring	146.82 sq. yards (page 58 of complaint)
7.	Date of execution of buyer's agreement	19.07.2022 (page 44 of complaint)
8.	Possession clause	Time period to ascertain
9.	Due date of possession	To ascertain
10.	Total sale price	Rs.21,65,595/- (page 58 of complaint)
11.	Total amount paid by the complainant	Rs.11,80,430/- (as per payment receipts page 42, 76 & 77 of complaint) To be ascertain
12.	Cancellation letter	18.03.2022 through email (page 91 of complaint)
13.	Offer of possession	Not offered
14.	Occupation certificate	Not obtained (as submitted by the respondent)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- I. That the complainants were allured to buy a residential unit by the respondents, who had issued a detailed printed application form, wherein the size and rate of the property no. 99 SHF Homes, Sector 3 Farukhnagar, Gurugram was clearly depicted as 146.82 sq.mts. and total amount was mentioned as Rs.21,65,595/-. In which application money details are duly incorporated and which are mentioned as R.4,50,000/-. The said amount was deposited by the complainants in

token of acceptance of the terms incorporated and which is duly acknowledged vide payment receipt dated 31.05.2022. Accordingly, the complainants had booked a residential plot with the respondent i.e., M/s SHF Square Ltd. Under DDJAY represented through its CEO Mr. Amit Goel, Director and Authorized signatory. Having its registered office at H.no. 856, developer in respect of the property and was issued letter of allotment dated nil for sale consideration of Rs. 21,65,595/-. Subsequent to the above compliance, the respondents raised further demand for depositing a sum of Rs. 63,870/- vide email dated 15.06.2022. The same was duly complied through inter-bank, transfer, vide instrument no.0000218013743705 dated 29.06.2022, drawn on HDFC bank and for which receipt dated 29.06.22 was issued by the respondent.

- II. That thereafter, the complainants had entered into builder buyer agreement dated 19.07.2022, in respect of property bearing plot no. 99, situated in residential plotted colony, Sector 03, Farukhnagar, Gurugram in the name and style of M/s SHF Homes under DDJWY, 2016, as notified vide notification no. PF-27A/6521 dated 01.04.2016 of TCP, Haryana duly registered with HRERA on 28.02.202 under registration no. 16 of 2022 with the respondent i.e., M/s SHF Square LLP, thorough its director and authorized signatory Mr. Naveen Sharma. The said builder buyer agreement duly registered before the office of Sub-registrar Farukhnagar District Gurugram and also bears the signatures of the parties including the above-named sell through AR Mr. Naveen Sharma, duly identified by Rohtash Singh Nambardar and Parteek Garg. Further, the said deed had been admittedly drafter by Mr. S.K. Rao.
- III. That as per the clause 1.2 of the said builder buyer agreement, the total sale consideration amount of the said allotted plot no. 99 admeasuring 146.82 sq.mt. is Rs. 21,65,595/- inclusive of booking amount paid by the complainants. The total price of the plot was declared to cover the

recovery of the price of the land, development/construction of but also of the common areas, internal development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity etc. to the plot. The total price is clearly declared in the builder buyer agreement as escalation free. The complainants were required to pay entire consideration amount as per the payment plan as per schedule "C" of the said builder buyer agreement.

- IV. That after the execution and registration of the builder buyer agreement on 19.07.2022, as per the demand, the complainants made a payment of Rs. 7,30,430/- to the respondent. Thereafter, the promoter/respondent raised yet another demand for further payment of installment of Rs.3,19,333/- vide letter dated 03.08.2022 and which was objected to by the complainants vide email dated 03.08.2022. However, the respondent vide email dated 04.08.2022 affirmed after verification that, whatever installments were paid by the complainants, were correct and so was the demand notice of 03.08.2022. Accordingly, on 09.09.2022 the complainants paid the said amount of Rs. 3,19,333/-. However, to the utter shock and dismay of the complainants, the respondents with bad and malafide intentions to cheat the complainants issued 2 emails to demand the installments at enhanced rate i.e., @Rs. 29,000/- per sq. meter which is more than double of the agreed and accepted rate of Rs. 14,000/- vide the said builder buyer agreement duly executed and registered before the Sub-registrar, Farukhnagar, Gurugram. More shockingly, vide email of 22.12.2022, ante forged and fabricated demand letters dated 25.06.2022, 15.07.2022 and 03.08.2022 were also sent to the complainants by the respondent. The same are mere sham, concocted and bogus afterthought creations to build up a false claim where none existed at the relevant time or even thereafter till date. The said demands being illegal were refuted and denied vehemently.

Furthermore, in the email dated 23.12.2022, the respondent, on the one hand, mentioned with reference to the earlier emails dated 09.12.2022 and 22.12.2022 that the opening price per square yard had always been Rs. 29,000/- and was never less than that. In the same email, the respondent on the pretext of clerical error demanded much increased sums of money which was vehemently refuted by the complainants vide email dated 26.12.2022.

- V. That while on the one hand, the respondent raised a frivolous plea of clerical error and on the other hand, lodged a frivolous police complaint dated 23.01.2023 making serious allegations of cheating against the complainant who are genuine homebuyers. In this manner, it is clear that the respondent, with bad and malafide intentions was hellbent to cheat the complainant of their hard-earned money, to usurp wriggle out of the contractual obligation cast on them by the duly registered builder buyer agreement, preceded by the allotment letter and the application form, both of which mention the same rate as the builder buyer agreement. The police authorities did not find any element of criminality in the complaint lodged by the respondent and therefore consigned the same to file vide report dated 28.03.2023.
- VI. That meanwhile, the respondent vide email dated 18.03.2023, unilaterally, arbitrarily capriciously and illegally cancelled the allotted plot. The complainants vehemently opposed and refuted the same vide email dated 20.03.2023 by specifically informing that the said arbitrary action was opposed to the terms of the said registered builder buyer agreement. The respondent, with obvious bad and malafide intentions, has continued to maintain hostile and intransigent posture and not cared to withdraw its illegal order even till date. In the said email, the respondent has falsely stated that the complainants did not comply with revised demands raised in December 2022 and thus the EOW complaint

for cheating and fraud was filed against the complainants and as the complainants still had not complied with the demands of the respondents, the respondent had terminated the BBA dated 19.07.2022 vide the above email which is patently illegal, arbitrary, capricious, void ab-initio and not tenable in the eye of law being in contravention of the agreed and accepted terms of registered builder buyer agreement. It is therefore submitted that the cancellation of the unit by the respondent vide email dated 18.03.2022 is liable to be declared illegal and void ab-initio by the Authority under Section 11(5) of the Act, 2016.

VII. That the respondent, thereafter, has initiated a civil suit seeking declaration and injunction on 10.04.2023 qua the same very plot in which the builder buyer agreement is still persisting, despite the illegal cancellation of the allotment of the plot vide the said registered builder buyer agreement. The Ld. Civil court has passed interim order to maintain Status quo by the parties on 29.05.2023 and the next dated of hearing is scheduled for 04.09.2023 for reply to the objections raised by the complainants against maintainability of the said civil suit. The complainants have taken a stiff stand and challenged the jurisdiction of the Ld. Civil court and has not submitted to the authority of civil court as yet. Rather, the complainants have challenged the said act of the respondent and has also challenged the jurisdiction of civil court in view of the specific provisions of Section 79 and 11(5) of the Act, 2016, as the matter squarely falls under the jurisdiction of the Authority.

VIII. That as per the allotment letter and the BBA the date of completion of the project was 31.03.2023 and the date of offer of possession was May 2023, both of which dated have since lapsed and therefore, while declaring the impugned termination of the BBA by the respondent as illegal are entitled to award of delayed possession interest, as per the rules.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
 - i. Declare the cancellation as illegal, capricious, void ab-initio, not sustainable in the eye of law and not binding upon the complainants.
 - ii. Direct the respondent to withdraw the said impugned order of cancellation.
 - iii. Direct the respondent that in case of any increase in the registration charges, for the delay in registration of the sale deed of the allotted unit in favor of the complainants, any such increase to be borne by the respondent.
 - iv. Direct the respondent to pay delayed possession charges to the complainants.
 - v. Direct the respondent to compensate the complainants suitably to the tune of Rs. 10, 00,000/- for the agony, suffering and litigation expenses.
5. On the date of hearing, the authority explained to the respondent/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.
6. The respondent/promoter put in appearance through its counsel and marked attendance on 14.12.2023, 25.01.2024, 18.04.2024, 16.05.2023, 02.07.2024, 01.04.2025, 15.07.2025, 12.08.2025, 02.09.2025. Despite giving specific directions to file reply, it has failed to comply with the orders of the Authority. It shows that the respondent is intentionally avoiding filing of the written reply. Therefore, the defence of the respondent was ordered to be struck off for not filing reply. Instead of filing the reply the respondent has filed an application for dismissal of the complaint being not maintainable. The content of application is reproduced below:
 - a. That the complainants have filed the present highly baseless, frivolous and false complaint in respect of plot no. 99, SHF Homes, Sector-3, Farrukh Nagar, Gurugram. It is submitted that the present complaint is absolutely baseless, untenable and false to the knowledge of the complainants. There is no locus standi or ground available with the complainants to file the present complaint and the same has been filed by the complainants by concealing the material facts and by misusing

the provisions of the Act, 2016. The present complaint is liable to be dismissed with heavy costs payable by the complainants to the respondent for the reasons mentioned herein below.

- b. That the complainants in the present complaint have stated that they had made the booking with the respondent in its project SHF Homes, Sector 3, Farrukh Nagar, Gurugram and a plot bearing no. 99 admeasuring 146.82 sq. yards. was allotted to them. The plot was booked under Deena Dayal Jan Awas Yojana. However, the complainants with completely malafide motives have wrongly alleged in the present complaint that the plot was booked at the rate of Rs. 14,000/- per sq. yards. The said wrongful averment has been made by the complainants on the basis of several disputed facts and documents which are contrary to the actual facts and circumstances of the case.
- c. That without going into the merits of the case, it is submitted that the present dispute pertains to the determination of the actual price at which the plot was sold by the respondent to the complainants. The true facts are that the respondent had launched a project namely 'SHF Homes' under DDJAY Scheme in Farrukhnagar, Gurugram in April, 2022 at the standard price of Rs. 29,000/- per sq.yards. The said standard price was made applicable to each and every prospective allottee of the project in question and no exception whatsoever was made for anyone. In June, 2022, the complainants had approached the channel partner of the respondent Mr. Mange Ram and had booked a PLC at the most premium location within the project. The total sale consideration of the plot was approximately Rs. 42.6 lacs, as decided between the parties to the complaint. The complainants were specifically informed about the said standard price of Rs. 29,000/- per sq yards and only thereafter, the booking was confirmed by the complainants with the respondent. several communications were exchanged between the complainants



and the representatives of the respondent pertaining to the same. Thereafter, the complainants made the payment of Rs. 4.5 lacs to the respondent i.e., 10% of the total sale consideration. Only thereafter the builder buyer's agreement was signed between the complainants and the respondent on 19.07.2022.

- d. That the complainants with completely malafide motives and in collusion with an erstwhile employee of the respondent got all the documents pertaining to the project prepared at the price of Rs. 14,000/- per sq. yards i.e., at the price lower than the actual price which was mutually decided between the parties thereby causing immense financial loss to the respondent. During the auditing process, the cheating and financial fraud done by the complainants were brought to the notice of the management of the respondent who immediately sent an email dated 09.12.2022 to the complainants to clear the outstanding dues as per the actual price of Rs. 29,000/- per sq yards. On scrutiny of the documents, the complainants observed that vide chat dated 04.08.2022, scribbling of amount to the tune of Rs. 35,65,485/- is visible which confirmed the fact that the complainants had acted in hand in glove with the erstwhile employee of the respondent.
- e. That the complainants deliberately and in order to somehow claim benefit of the fraud committed by them in collusion with the erstwhile employee of the respondent, failed to pay any heed to the genuine request of the respondent. Thereafter, another email dated 22.12.2022 was sent to the complainants to clear the dues and another demand was sent to him on 23.12.2022. The said payment demand was issued at the agreed price of Rs. 29,000/- per sq. yards. The complainants vide their email dated 26.12.2022 refused to make the payment of the actual price.
- f. That the respondent was compelled to file a police complaint before the economic offence wing, Gurugram and representations dated

22.01.2023, 02.02.2023 and 17.02.2023 were submitted by the respondent. The actual facts as enumerated herein above has been confirmed by Mr. Mange Ram, the official channel partner of the respondent in his statement given before the enquiry officer, EOW, Gurugram. Thereafter, the complainants have also filed a civil suit for declaration and permanent injunction against the respondent. The said civil suit bearing number CS-1003/2023 titled 'M/s SHF Square LLP vs Nitin Uppal and Anr.' is pending in the court of Sh. Tarun Kumar Verma, Civil Judge, Gurugram and is fixed for 09.01.2024 for further adjudication. Furthermore, in the said case, the Hon'ble Civil Court, Gurugram has vide its orders dated 29.05.2023, 24.07.2023, 04.09.2023 and 17.10.2023 directed the complainants (Nitin Uppal and Neeru Uppal) not to alienate or create any charge over the suit property.

- g. That as per the prevailing law, the present complaint is barred in all respects and not maintainable. The entire claim of the complainants is based on falsehood. Furthermore, the reliefs as sought by the complainants cannot be granted to them. The above mentioned suit titled 'M/s SHF Square LLP vs Nitin Uppal and Anr.' was filed by the respondent on 11.04.2023 before the Hon'ble District and Sessions Court, Gurugram. After the filing of the said suit, in September, 2023, the complainants have filed the instant wholly baseless and false complaint, as a counterblast, regarding the same suit property with a view to forum hunting and to create complications. The matter in issue in the said previously instituted suit and in the present complaint is substantially the same and the same questions of law and facts arises in both the cases. In both the cases the issue in question is the determination of the price at which the plot in question was allotted to the complainants by the respondent. The parties to the suit in both the cases are the same

claiming through or under the same parties. Identical questions of law and facts are involved in both the cases.

- h. That the decision of the first suit would have most material bearing on the present complaint. The plaintiff cannot claim the same relief in different cases and as per law the present suit is liable to be stayed.
 - i. That furthermore, it is an established principle that the proceedings before the Authority are summary in nature. The object underlying the summary procedure is to ensure an expeditious hearing and disposal of the suit. The provisions for admission/denial of the documents and tendering evidences in the form of affidavits and cross examinations are not provided in the RERA Act, 2016. On the other hand, the RERA Act, 2016 specifically provides for a set time period to expeditiously decide the complaint.
 - j. That simply by clever drafting and creating an illusion of cause of action, no one can be allowed to hoodwink the Authority and to keep the other party embroiled in protracted litigation spanning several months. Hence the present complaint is an abuse of the process of law and cannot proceed further. The complainants have no right to waste precious judicial time and the time of all concerned. The glaring defects in the complaint cannot be overlooked and the complaint deserves to be rejected. Therefore, prayed that the complaint may kindly be ordered to be dismissed being not maintainable with exemplary costs to be paid by the complainants to the respondent, for unnecessarily harassing the respondent by filing the present complaint.
7. 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 submissions made by the parties.

D. Jurisdiction of the Authority

8. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

9. 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

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

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. 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.

F. Findings on the relief sought by the complainants:

- F.I Declare the cancellation as illegal, capricious, void ab-initio, not sustainable in the eye of law and not binding upon the complainants.**
- F.II Direct the respondent to withdraw the said impugned order of cancellation.**
- F.III Direct the respondent that in case of any increase in the registration charges, for the delay in registration of the sale deed of the allotted unit in favor of the complainants, any such increase to be borne by the respondent.**
- F.IV Direct the respondent to pay delayed possession charges to the complainants.**

12. The present complaint was filed on 12.09.2023. The counsel for the respondent has filed an application for dismissal of the complaint on the ground that the complainants with completely malafide motive have wrongly alleged in the present complaint that the plot was booked at the rate of Rs. 14,000/- per sq. yards. the said wrongful averment has been made by the complainants on the basis of several disputed facts and documents which are contrary to the actual facts and circumstances of the case. The main dispute pertains to the determination of the actual price at which the plot was sold by the respondent to the complainants. For the said reason, the respondent filed a police complaint before the Economic Offence Wing, Gurugram and representations dated 22.01.2023, 02.02.2023 and 17.02.2023 were submitted by the respondent.. Thereafter, the respondent has also filed a civil suit for declaration and permanent injunction against the respondent. The said civil suit bearing no. I-1003/2023 titled as "M/s SHF Square LLP vs Nitin Uppal and Anr." is pending in the court of Sh. Tarun Kumar Verma, Civil Judge, Gurugram for adjudication. Furthermore, in the said case, the hon'ble civil court, Gurugram has vide its orders dated 29.05.2023, 24.07.2023, 04.09.2023 and 17.10.2023 directed the complainants (Nitin Uppal and Neeru Uppal) not to alienate or create any charge over the suit property.
13. On the other hand, the complainant has filed the present complaint before the authority seeking possession of the unit and other reliefs. The alleged reliefs claimed by the complainant arise out of the same transaction and from the same cause of action. The complainant has to place all his claims before

the court in one suit as Order 2 Rule 2 CPC is based on the cardinal principle that no one should be vexed twice for the same cause. Pertinently, in its complaint before the civil court, Gurugram, the complainant has prayed for relief for interest qua the unit in question and in the meantime, the complainant has approached this authority praying for possession of the unit along with interest. The complainant's act of filing different complaints before different forums constitute forum shopping.

14. The counsel for the complainant has filed reply to the application for dismissal of complaint wherein they have submitted that the respondent had lodged a police complaint before EOW of Gurugram, but the outcome of the same has been astutely concealed to mislead the Authority. The said complaint was dismissed vide order dated 28.03.2023. Thus, after protracted investigations by the EOW, the complaint of the respondent was found not maintainable and consigned to file on the ground that it did not attract criminal angle. The same has never ever been challenged by the respondent and has rather attained finality. Further, the respondent, immediately after becoming aware of the fact that, their criminal complaint was not maintainable and had been duly approved by the higher police authority for its closure, filed a frivolous civil suit for declaration and permanent injunction, before the court of Sh. Tarun Kumar Verma, Ld. Civil Judge Junior Division, Gurugram, but the complainants have never submitted themselves to the Authority of the said court and rather on the very first date scheduled for notice, appeared and objected to the same by moving an application under Order VII Rule 11 CPC read with Section 151 CPC, seeking outright reject of the suit on ground of jurisdiction.
15. The Authority observes that there is a dispute pending in the civil court regarding the veracity of the documents in question, in a civil suit no. 1003 of 2023 in District Court, Gurugram. Therefore, until the validity of the documents is established beyond doubt, the Authority would not able to

proceed in the matter to adjudicate the rights and liabilities of the parties qua the Act of 2016. In view of the above, the present complaint is dismissed as not being maintainable with liberty to the complainant to approach the Authority as and when the dispute regarding the validity of the documents decided.

16. Complaint stands disposed of.
17. File be consigned to registry.


(Ashok Sangwan)

Member

Haryana Real Estate Regulatory Authority, Gurugram

02.09.2025


(Arun Kumar)
Chairman