

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

Complaint No.6680-2022

Date of Decision: 30.10.2025

Fight Against Injustice Forum E 701, Park Grandeura, Sector 82,
Faridabad.

Complainant.

Versus

1. M/s. Juventus Estate Limited, Subsidiary and Care of Indiabulls Real Estate Limited, Office No. 1-1001, Wework Blue One Square Udyog Vihar, Phase IV Road, Gurgaon.
2. Mariana Infrastructure Limited, Subsidiary and Care of Indiabulls Real Estate Limited, Office No. 1-1001, Wework Blue One Square Udyog Vihar, Phase IV Road, Gurgaon.
3. Mabon Properties Limited, Subsidiary and Care of Indiabulls Real Estate Limited, Office No. 1-1001, Wework Blue One Square Udyog Vihar, Phase IV Road, Gurgaon-122016
4. Vikas Parks Private Limited, 264, Okhla Industrial Estate Phase-III, New Delhi-110020
5. Hero Reality Private Limited, 264, Okhla Industrial Estate Phase-III, New Delhi-110020
6. Indiabulls Real Estate Limited, Office No. 1-1001, Wework Blue One Square Udyog Vihar, Phase IV Road, Gurgaon-122016
7. Department of Town & Country Planning through its Chief Town Planner, Plot Number 3, Sector 18A, Chandigarh-160018.

Respondents

APPEARANCE

For Complainant:
For Respondent

Mr. Ashwani K. Singla, Advocate
Mr. Rahul Yadav, Advocate for
Respondents no. 1,3 & 6
Mr. Somesh Malhotra, Advocate for
respondents no. 4 & 5

Handwritten signature
40

Name of respondent No.2 was
deleted from the array of
respondents vide order 01.02.2024.

ORDER

1. This is a complaint, filed by 'Fight Against Injustice Forum' under sections 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s. Juventus Estate Limited, Subsidiary and Care of India-bulls Real Estate Limited and others (promoters).
2. According to complainant, it (complainant) is a Voluntary Consumer Association within the meanings of section 31 of the Act of 2016 and section 2(5)(ii) of The Consumer Protection Act, 2019. It (complainant) is a voluntary association company incorporated and registered under section 8 of The Companies Act 2013. The CIN of the complainant is U85300CH2021BOK043793. Present complaint is filed on behalf of 78 aggrieved persons (hereinafter referred to as 'the allottees' for the sake of brevity), who have authorized the complainant company to pursue, plead and argue their grievances before this Forum.
3. That respondents No.1 to 3 are owners of a piece of land measuring approximately 34.022 acres and they are 100%

hnb
AO

subsidiary companies of respondent No.6. It is further stated that respondents no.1 to 3 applied to DTCP for Zoning Plan and got licenses from the Department of Town and Country Planning to develop a group housing colony over a piece of land measuring approximately 34.022 acres in Sector 104, Dwarka Expressway, Gurugram. It is further averred that Para D of Agreement for sale refers to the entering of the parties (respondents No.1 to 6) into a Joint Development Agreement, which also becomes a part of the Agreement for Sale.

4. That Para C of the Agreement for Sale refers to the consolidated zoning plan approved by the respondent no.7. The zoning plan is the layout plan of 2018. Thus, any material change in the said zoning plan attracts the provisions of Section 14 of the Act of 2016. The respondent no. 7 (Department of Town and Country Planning) without ensuring that the prior written consent of 2/3rd of the allottees has been obtained, approved revised layout plan in 2021 and is in the process of approving revision as per new layout plan of 2022.

5. That the respondent no.1 got permissions from the office of respondent no. 7 for joint development rights of FAR of

10/1
AO

1380200 sq. ft. on land admeasuring approximately 9.053 acres in favour of respondent no. 4. The title deeds in respect of the subject site (9.053 acres) and the remaining land are common as per para 14 of the Joint Development Agreement. The respondent No.1 has registered the project i.e. residential towers numbers 1 to 7, convenient shopping 1 & 2, community building 1/club and the said project shall be known as 'Hero Homes' under the provisions of the Act on 13.11.2018 under registration no. RC/REP/HARERA/GGM/2018/24. Though the layout and building plan of residential tower 8 had also been approved, in the original Layout Plan of 2018, it was proposed that Tower 8 shall be developed in future with a separate RERA Number. The respondent no.1 has obtained the sanction of the Layout Plan on the said 9.053 acres of land parcel and building plans from respondent no. 7 vide memo no. ZP-968/AD(RA)/2018/21871 dated 24.07.2018.

6. That the public at large, including the complaining allottees were represented by respondent no.4 with the layout and building plans of 'Hero Homes Project' as well as a Layout Plan of the entire land parcel measuring 34.022 acres got approved by land owners viz; respondents no.1, 2 and 3. The agreement for sale

Hand
A-2

has been executed by the respondents No.1,2,3 & 4 and the concerned allottees. This clearly shows that all the first four respondents are party to the agreement for sale.

7. That the allottees after considering the layout plan of entire 34.022 acres and layout and building plan of 'Hero Homes' applied for allotment of flats and were allotted flats in different towers. On comparison of original layout plan 2018 vis-à-vis the provisional revised Layout Plan 2022, it has been noticed that the respondents No.1 to 6 are in fact now proposing construction of: -

- (i) 202 new EWS housing units at the place originally earmarked for creche and religious site (though not stated by respondent No.1 in the letter dated 18th June 2022 inviting objections from the allottees) and
- (ii) 37 additional dwelling units and 5 additional servant rooms in the Tower 8, which will occupy 127.594 sq. mtr more ground area, 4,027.12 sq. mtr more FAR and thereby reducing the green/open area to the same extent.

8. As such, the respondent No.1 vide letter dated 18th June 2022 has called for objections from allottees with regard to the aforesaid proposed Layout Plan 2022. The changes proposed in the revised Layout Plan of 2022 are material changes in the zoning plan and the respondents No.1 to 3 are under obligation u/s 14(2) of the RERA Act 2016 to obtain prior written consent of two third

kmh
AO

of the allottees before making proposal and the respondent no. 7 (Department of Town & Country Planning) is under legal obligation to ensure that the legal provisions are followed and complied with by the respondents before sanctioning any change in the zoning plan. Further many allottees raised objections to the proposed changes and the office of respondent No. 7 considered the objections and sat on judgment. The office of respondent no. 7 started adjudicating on the objections and their acceptability and also the resolution thereof. The office of respondent no. 7 is not vested with such authority, and it cannot recommend any relief or penalty. The matter is required to be adjudicated strictly under the provisions of Section 14 (2) of the RERA Act 2016 and the office of respondent No. 7 has no role to play in that.

9. That as per the original Layout Plan 2018, there is a provision for setting up a nursery school on a piece of land measuring 0.2 acres within the overall land parcel of 9.083 acre of Hero Homes Project. But it has been noticed that instead of setting up the nursery school as laid down in the original Layout Plan 2018, the respondent no. 4 (Vikas Parks Private Limited) is showing the said land parcel of 0.2 acre as cycling and jogging


AD

track, aquatic zone, mound with Amphitheatre type seating etc. to fulfil its promise to provide 85% Landscaped Area. But the change in usage of the said 0.2-acre land as laid down in the original Layout Plan of 2018 is again being done by respondents No.1 to 4 without any formal approval of the DTCP and the prior written consent of 2/3rd of the allottees.

10. Further, it is submitted that the requirements of the Law u/s 14 (2) of the Act of 2016 is of consent of buyers and not to call for objections. There is no scope of any presumption under the said provisions.

11. Contending all this, complainant prayed as follow: -

1. The respondents have unnecessarily and illegally harassed the allottees for their own benefits without compliance of the legal provisions and a compensation for this harassment may kindly be ordered at the rate of rupees on lac per allottee, who is before this Forum.
2. To declare all changes in the revised Layout Plan 2021 vis-à-vis the original Layout Plan 2018 as null and void.
3. To declare all changes in the provisional revised Layout Plan 2022 vis-à-vis the original Layout Plan 2018 as null and void unless and until the respondents obtain prior written consent of 2/3rd of the allottees.
4. To pass an interim order refraining the defendants No.1-6 from carrying out any construction in violation of original Layout Plan of 2018 without obtaining prior written consent of 2/3rd of the allottees or till the disposal of the present complaint.
5. To allow compensation of Rs. 3.00 lacs as cost of litigation to the complainant.

hkh
AO

6. Any other relief, which this Forum may deem fit for meeting out the justice.

12. That the respondents No.1 & 3 contested claims by filing written reply. It is submitted that the instant complaint is not maintainable. The complaint is filed through one Fight Against Injustice Forum ("Forum") claiming to be a Voluntary Consumer Forum, however, no document is placed on record to show they are recognized voluntary consumer association within the meaning of Section 2 (5) (ii) of the Consumer Protection Act, 2019 and are competent to institute the present complaint against the answering respondents, u/s 31 of the Act of 2016.

13. A perusal of the documents placed on record shows that the Forum has its registered office at SCO 1136-1137, Second Floor, Sector 22B, Chandigarh-160022 as also reflected in the Board Resolution. As per the observation of Ld. NCDRC, a Voluntary Consumer Association shall work for helping people without any financial gains from them or avail/get any monetary benefits from the person/entity for which such litigation is filed. However, a

14. That the respondents No.4 and 5 contested claims by filing written reply. It is submitted that respondent no. 4 i.e. Vikas


AO

Parks Private Limited is a group company of respondent no. 5 i.e. Hero Realty Private Limited and respondent no. 4 is currently executing, promoting, developing and market of the real estate project - 'Hero Homes', located in Sector -104, Dwarka Expressway, Gurugram (Haryana). Both are engaged in the business of construction and development of real estate projects and have carved a niche for themselves in the real estate and infrastructure sector.

15. Respondents No. 4 and 5 deny each and every statement, submissions and contentions set forth in the complaint to the extent, the same are contrary to and/or inconsistent with the true and complete facts of the case and/or the submissions made on behalf of the respondent in the present reply. According to these respondents, present complaint is not maintainable and this forum has no jurisdiction. The complainant has concealed the fact that allottees of project 'Hero Homes' being developed by the answering respondents, have been promised development over land area of 9.053 Acres, out of the total licensed land of 34.02 acres.

16. It is further submitted that the complainant is trying to confuse this Forum through its bundled, deliberately vague and

A

ambiguous submissions. The complainant has sought multiple reliefs which are not maintainable before this Forum. The respondents have submitted that the complainant has not approached the Hon'ble Authority with clean hands. They (respondents) denied the contents of the complaint. It is vehemently denied that the complainant or purported aggrieved allottees are entitled to any relief whatsoever.

17. That the purportedly aggrieved allottees themselves violated the agreed terms and hence, not entitled to get any reliefs from this forum. This complaint under reply has been based on nothing more than conjectures and surmises and scandalous statements, which have not been backed by an iota of evidence to substantiate the claims.

18. That the complainant has miserably failed to bring to the notice of the Hon'ble Forum any averment or document worth its salt which could form a basis for the Hon'ble Adjudicating Officer to consider the complaint under reply which is totally devoid of any merit in law. Hence, the complainant is not entitled to any relief whatsoever from Hon'ble Adjudicating Officer.


AO

19. That the respondent no. 6 contested claims by filing separate written reply. It is averred that the instant complaint is a gross abuse of the process of law and has been filed by the complainant with sole purpose of harassing and pressurizing the respondents. This complaint is not maintainable as the answering respondent is neither constructing nor developing the Project under dispute.

20. That the term "Voluntary Consumer Association" mentioned under Section 12 (1)(b) of the Consumer Protection Act, 1986 had not been interpreted until it was referred by a three-member bench of learned National Consumer Disputes Redressal Commission also known as NCDRC in the case of *"Moulivakkam Trust Heights Flats Affected Buyers Association and others vs Prime Sristi Housing Pvt Ltd and others" III (2017) CPJ 494 (NC)"*.

21. That a bare perusal of the above observation of the Ld. NCDRC clearly shows that a Voluntary Consumer Association shall work for helping people without any financial gains from them or avail/get any monetary benefits from the person/entity for which such litigation is filed. However, amazingly, the Forum claiming

✓
AO

themselves to be Voluntary Consumer Association are admittedly seeking remuneration of Rs.3,00,000/-which is claiming in the present complaint towards litigation cost in the form of Compensation. The said pleading itself without doubt clearly establish that the said Forum is providing their services for financial gains only and not for the benefits of the allottees of the respondent No.4. Thus, they do not fall under the category of Voluntary Consumer Association and as such, the present complaint is not maintainable before this Hon'ble Authority.

22. That the allegations made in the instant complaint against it (respondent no. 6) are wrong, incorrect and baseless in the facts and law. There is no contractual relationship between complainant and the answering respondent and no documents were signed/executed between them. It is denied that the complainant is a Voluntary Consumer Association within the meaning of Section 31 of the RERA Act, 2016 and section 2(5)(ii) of the Consumer Protection Act 2019. There was never any privity of contract between the complainant and the answering respondent with respect to the project in dispute. Further, the respondent no. 6 is neither a promoter nor a developer of the said project. Hence, it

Am
AO

is not liable to pay any compensation, damages, cost and/or any other monetary claim whatsoever as sought by the claimant in the instant complaint. Hence, it is prayed that name of the answering no. 6 be deleted and dismissal of the complaint against it is sought.

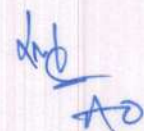
23. During proceedings, on 01.02.2024 the name of the respondent no.2 was deleted from array of respondents. Vide order dated 02.08.2024 the defence of respondents no.1, 3 and 6 was struck off.

24. The complainant as well as respondents no. 4 & 5 filed affidavit in evidence.

25. I have heard learned counsels for the parties and perused the record on file.

26. As mentioned above, the respondents No. 4 and 5 in their written reply (preliminary objections) challenged locus standi of complainant to file present complaint alleging that same is neither an aggrieved person nor an association of allottees nor Voluntary Consumer Association, as has been purportedly claimed by the same.

27. The complainant "Fight Against Injustice Forum" claims itself to be Voluntary Consumer Association i.e. a company

Handwritten signature and initials in blue ink, appearing to be 'Ad' or 'Adh' with 'AO' below it.

incorporated and registered under section 8 of The Companies Act, 2013. The CIN of the complainant is U85300CH2021NPL043793. Copy of registration certificate is annexed with the complaint.

28. Section 31 of the Act of 2016 allows "any aggrieved person" to file a complaint with the Authority or the Adjudicating Officer, as the case may be for any violation or contravention of the provisions of this Act, rules and regulations made thereunder against any promoter, allottee or real estate agent, as the case may be. Explanation attached to this provision makes it clear that for the purpose of this sub-section "person shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force. As stated above, the complainant is a Voluntary Consumer Association registered under The Companies Act. In this way, it is not illegal to file complaint through present complainant.

29. 78 allottees of units in a project developed by the respondents are stated to have authorized the complainant to file a complaint on their behalf. Authority letters of such allottees have been put on file. In this way, I am not in consonance with the respondents alleging that the complainant has no locus standi to

lvb
AO

file present complaint. This preliminary issue is thus decided in favour of complainant.

30. Briefly stated, according to complainant, respondent no.1 (M/s. Juventus Estate Limited), respondent no.2 (Mariana Infrastructure Limited) and respondent No.3 (Mebon Properties Limited) are owners of piece of land measuring 34.022 acres. The respondent no.1, 2 and 3 are 100% owned subsidiary companies of respondent no. 6 (Indiabulls Real Estate Limited). All three landowners i.e. respondents no.1, 2 and 3 applied to DTCP for Zoning Plan and work license from the department of Town and Country Planning to develop a Group Housing Colony for said piece of land measuring 34.022 acres in Sector 104, Dwarka Expressway, Gurugram. All this is not denied on behalf of the respondents. It is also not in dispute that 78 persons, who authorized complainant to file present complaint, were allotted units in the project developed by the respondents.

31. The complainant/allottees have grievance that when specific units were allotted to them in the year 2018, building plans were duly approved but the respondents got building plan revised in year 2021. Copy of letter (Annexure P8) dated 28.10.2021 has


AO

been put on file to verify this fact. Genuineness of which is not disputed on behalf of the respondents.

32. Section 14 of the Act of 2016 casts a duty upon the promoter to adhere to sanctioned plans and project's specifications. According to sub section 1, the proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, lay-out plans and specifications as approved by the competent authorities. Sub section 2 says that notwithstanding anything contained in any law, contract or agreement, after sanctioned plans.....as approved by the Competent Authority are disclosed or furnished to the person, who agree to take one or more of said apartment, plot or building, as the case may be, the promoter shall not make (i) any addition or alteration in the sanctioned plans, layout plans and specifications.

33. There is no denial that after specific units were allotted to aforesaid 78 allottees, respondents got sanctioned plan revised from DTCP.

34. It is contended by learned counsel for respondents that the sanctioned plans were revised from Chief Town Planner, Haryana, which was a competent authority. All this was not illegal.

LMK
AO

Chief Town Planner was duly empowered to revise the sanctioned plans and not the Real Estate Regulation Authority. Learned counsel claims that there was no illegality in getting layout plans revised by the respondents.

35. True, site plans are sanctioned by the competent authority as mentioned in Section 14, reproduced above and not by the Haryana Real Estate Regulation Authority but section 14 of Act of 2016e prohibits any addition or alterations in the sanctioned plans, layout plans or specifications in respect of apartment, plot or building, as the case may be, without previous consent of allottee. Admittedly, no consent of any allottee was taken before already sanctioned plan of the project was revised. All this is apparently in violation of section 14 of the Act. Simply to say that the DTCP was authorized to revise sanctioned plan is not enough to justify change in such plans, once agreed between the parties, without taking consent of allottees.

36. Contending violation of said provision i.e. section 14, the complainant has prayed for reliefs of compensation @ Rs. 1.00 lac per allottee, as detailed above.

km
AD

37. Section 72 of the Act provides factors which are to be taken into account by the Adjudicating Officer while adjudging quantum of compensation, which are as under: -

- a. The amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;
- b. The amount of loss caused as a result of the default;
- c. The repetitive nature of the default;
- d. Such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

38. It is claimed by learned counsel for complainant that in the original layout plan of 2018 an area was earmarked for the creche and religious site near Convenient Shopping Centre-2 on a piece of land measuring 0.8 acre which was very adjacent to and facing Hero Homes Project. After revision, the creche is shifted from said site to a new site without consent of allottees. (Similarly in original layout plan there was provision for a nursery school on a piece of land measuring 0.2 Acre. By revising the layout plan, said area has been converted into cycling and jogging track). Again 202 new EWS housing units have been erected at place and it was originally earmarked for creche and religious site. 37 additional dwelling units and 5 additional servant rooms in Tower 8, which

drk
AO

will occupy 127.594 sq. mtr. more ground area, 4,027.12 sq. mtr. more FAR thereby green/open area is reduced. As per learned counsel, these changes are very material in zoning plan and no consent of allottees in view of Section 14 (2) was taken by the respondents.

39. Change in sanctioned plans in the way claimed by learned counsel for complainant is not denied on behalf of respondents. I find weight in the plea of learned counsel for complainant stating that due to such changes, the allottees have been deprived of use of common area and further the facility of creche and religious site, which was one of considerations for them to buy their units. It is an old proverb, "where there is right, there is remedy". Apparently the allottees suffered ~~loss~~ due to deprivation of use of creche, nursery school and religious site. On the other hand, by revision of sanction plan, the respondents got undue advantage, making them liable to compensate the allottees.

40. As stated above, the complainant has prayed for compensation of Rs.1 lac to each of 78 allottees for his/her harassment. Learned counsel for complainant could not explain as how the amount of Rs.1 lac for each allottee has been calculated by

AO

the latter. As discussed earlier, the allottees who approached this Forum through the complainant have been deprived of facility of creche, nursery school and religious site in their vicinity. Keeping in view facts of this case, all 78 of allottees represented by the complainant are allowed a sum of Rs.50,000/- each as compensation in this regard.

41. The complainant has sought a compensation of Rs.3 lacs in the name of cost of litigation. Rs.3 lacs appears to be excessive for litigation cost. No court fee is prescribed for filing a complaint before the A.O. A sum of Rs.50,000/- is allowed to complainant in this regard. Other reliefs sought by the complainant are not within jurisdiction of A.O. Same are thus, declined.

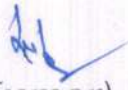
42. Complaint is thus, disposed of. Even as per complainant agreement to sell was entered between buyers and respondents no. 1 to 3 (jointly), name of respondent no.2 has already been deleted. Respondents no. 1 & 3 are held jointly and severally liable to pay compensation to the allottees who have approached this Forum by filing this complaint. The amount of compensation be paid within 90 days from date of this order, otherwise said respondents to pay

Sub
A.O.

interest on decretal amount at rate of 10.50% per annum till realization of amount.

43. File be consigned to record room.

Announced in open Court today i.e. on 30.10.2025.


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