

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

Complaint no.: 4805 of 2024
Date of complaint: 09.10.2024
Order pronounced on: 15.10.2025

M/s Star India Projects Pvt. Ltd.
through its proprietor Sandeep
Sajjan
R/o: 460, Sector 30, Faridabad,
Haryana

Complainant**Versus**

M/s Sare Gurugram Pvt. Ltd.
Registered office: 5th Floor, Wing A,
Statesman House, Barakhamba Road,
Cannaught Place, New Delhi- 110001

Respondent**CORAM:**

Shri Ashok Sangwan

Member**APPEARANCE:**

Shri Nitin Jaspal (Advocate)

Complainant

Shri Shubham Mishra (Advocate)

Respondent**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 under the provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Facts of the complaint:

2. The complainant has made the following submissions: -

- a) That the grievance relates to the illegal termination of complainant's flat allotment, unjustified payment demands, and failure to deliver possession in contravention of the terms agreed between the builder and the complainant.
- b) That the complainant was allotted unit no. 404 in tower G3 of the project "Sare Oyster Grand, Sector 92, Gurugram" as part of a settlement agreement with the builder, SARE Gurugram Pvt. Ltd. An Account Statement dated 21.03.2020 was issued by the builder, which clearly reflected credit notes provided as compensation for the delay in possession, with a closing balance of ₹42,14,839. .
- c) That despite repeated requests, the complainant has chased the respondent for the execution of builder buyer agreement several times, but no response was ever received from their end.
- d) That the complainant received a letter dated 14.12.2023, wherein the respondent demanded an arbitrary payment of ₹1,55,237/- without any justification.
- e) That subsequently, the complainant received a payment reminder 2 dated 19.06.2024, demanding a further payment of ₹95,20,951/- and the complainant sought clarification through email regarding these unjustified demands, but received no proper response. However, despite these clarifications, the builder continued to provide false assurances without any substantive reply.
- f) That on 06.08.2024, the respondent issued a termination letter for the allotment of complainant's flat. The termination is completely illegal and in contravention of Section 11(5) of the RERA Act, which mandates that such actions must follow due process, including the opportunity for

the allottee to rectify any alleged default. The termination is baseless, as no payment defaults exist on the part of complainant, and the builder has failed to follow the prescribed legal procedure.

- g) It is pertinent to mention here that the respondent has not included delayed possession charges in the buyer's agreement violating Section 11(5) of RERA act and respondent can't escape from delayed penalty at the rate used for computing interest on delayed payments.

C. Relief sought by the complainant:

3. The complainant has sought following relief(s):

- I. Set aside the illegal termination letter dated 06.08.2024 issued by the respondent, as it is in violation of Section 11(5) of the RERA Act.
- II. Direct the respondent to hand over possession of Flat No. 404, Tower G3, in accordance with the agreed terms and timelines, without any further delay.
- III. Compensation of ₹5,00,000/- for the mental agony, harassment, and undue hardship caused by the respondent's unlawful actions.

D. Reply by the respondent:

4. The respondent has contested the complaint on the following grounds:

- a) That the respondent was incorporated as a company on 28.08.2006 and is in business of construction and development of residential and commercial real estate projects. It owns two parcels of land admeasuring 66.03 acres which are divided into two projects- (i) residential project under the name of 'The Crescent Parc Project' being developed on land admeasuring 48.818 acres situated in the revenue estate of village Wazirpur and Mewka, Sector 92, Gurgaon, Haryana; and (ii) residential project under the name and style of "The Sports Parc Project" being developed on land admeasuring 17.212 acres situated in

the revenue estate of village Dhorka, Sector 92, Gurgaon, Haryana (the "Project")

- b) That one of the Financial Creditors of the respondent namely Asset Care and Reconstruction Enterprises Limited ("ASREC") filed an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (the "Code") before the Hon'ble National Company Law Tribunal, New Delhi, Principal Bench ("NCLT").
- c) That the Hon'ble NCLT vide its order dated 09.03.2021 (the "Admission Order") in C.P. (IB) No. 300 (PB)/2020 admitted the application filed by ASREC and thereby commenced the CIRP of the Respondent from 09.03.2021, further to which a moratorium as prescribed by the Code was declared.
- d) That pursuant to the Admission Order, CA Ajit Gyanchand Jain (the "Resolution Professional") was appointed as an interim resolution professional for conducting the CIRP of the Respondent by the Hon'ble NCLT and was subsequently confirmed/appointed as the resolution professional by the committee of creditors (the "CoC") in its first meeting held on 19.04.2021.
- e) That a public announcement was issued in Form A under Regulation 6 of IBBI (Insolvency Resolution Process for Corporate Persons), 2016 ("CIRP Regulations") on 12.03.2021. The last date for submission of the claims by the creditors was 24.03.2021. The Resolution Professional issued 3 (three) addendums on 13.03.2021, 14.03.2021, and 15.03.2021 to Public Announcement published on 12.03.2021 in Business Standard (English Newspaper), Business Standard (Hindi Newspaper), Financial Express, and Jansatta Newspapers.
- f) For the representation of home buyers of the Project (which are recognized as a class of Financial Creditors under the Code) (the

"Homebuyers") in the CoC, the Resolution Professional shortlisted names of three Insolvency Professionals to act as their authorized representative, further to which Mr. Rakesh Verma was appointed as an authorized representative to represent the home buyers of the Project under Section 21(6A) (b) of the Code.

- g) That the Resolution Professional has made every endeavor to protect and preserve the assets and the value of the Corporate Debtor and manage the operations of the Corporate Debtor as a going concern. Pursuant to Section 20(2) (e) of the Code, the Resolution Professional had allowed all the Home Buyers to reach out to him to harmoniously address their concerns. Further, the Resolution. Professional had been continuously engaged in monitoring and verifying the claims which were received in the CIRP of the Corporate Debtor.
- h) That the Resolution Professional received an Expression of Interest in terms of Form-G from 23 (twenty-three) interested parties and thereafter had received resolution plans from 7 (seven) prospective resolution applicants, which were delayed for discussion, negotiation, compliance and thereby for the conclusion, due to the outbreak of COVID-19 pandemic, in the country.
- i) Thereafter, the CoC after satisfactorily examining the feasibility and viability of the resolution plans received, approved the resolution plan of the SRA ("Successful Resolution Plan") with 100% votes in its favour in terms of Section 30(4) of the Code.
- j) Pursuant thereto, the Resolution Professional filed an application before the Hon'ble NCLT inter alia seeking approval of the Hon'ble NCLT on the Successful Resolution Plan. The Hon'ble NCLT vide its order dated 24.04.2023 ("Approval Order") in M/s Asset Care and Reconstruction Enterprises Limited v. Gurugram Private Limited being IA No.702 (PB)

2022 in CP No: IB 300(PB)/2020, approved the Successful Resolution Plan.

- k) That the claim of complainant, which is the subject matter before this Authority under this present complaint, has already been dealt with in the Successful Resolution Plan which subsequently provides for the settlement of all claims whether filed or not, by the clean slate doctrine, which in principle provides that once the Resolution Plan is accepted by the Committee of Creditors and approved by the Adjudicating Authority, no claim (whether satisfied or dissatisfied) would survive, thus all the claims of the Complainant has been settled vide approved resolution plan dated 24.04.2023. It is most pertinent to highlight that the claim of respondent as recited was dealt with and admitted vide the Successful Resolution plan.
- l) That it is most pertinent to highlight that the any relief claimed by the Claimant does not survive any basis whatsoever in light of the successful resolution plan. The sub clause (iv), (v), (vii), (viii) clause 3 of the Successful Resolution Plan read as under: "(iv) The Resolution Applicant or the Corporate Debtor shall not be liable to provide any compensation/ claim/ interest for any past delay in construction and handing over of possession of the unit/flat in the Project.
- m) In terms of the above, the respondent herein has put forth demand for clearance of legitimate dues on account of the unit allotted to the complainant. However, it is the complainant who has been at neglect and with ulterior motives has filed the present complaint in order to extort. The respondent clearly apprised the complainant that it had an outstanding financial liability due upon it. However, despite the same, the complainant failed to settle the dues against the unit, post which the

same was cancelled in terms of the letter of termination which was further reaffirmed in letter of closure.

- n) That Section 31 of the Insolvency and Bankruptcy Code, 2016 provides that once the Adjudicating Authority is satisfied that a resolution plan confirms the requirements of Section 30(4) of the Code and approves it, the resolution plan becomes binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan.
- o) That of particular it is to mention that the Complainant has himself delayed in making certain payments which were due upon it once the stage of completion/terms of Agreement and Payment Plans prescribed were met and the same was specifically conditioned in the Resolution Plan as approved by Hon'ble NCLT. In such a situation there lies no locus of Complainant to file such a complaint wherein the Complainant itself has violated the terms of the Agreement. The Agreement cannot be unilateral in nature and has to be complied by both/all parties to the Agreement. As much as the complaint is concerned, it cannot be ruled out that complainant after receiving multiple payment reminder(s) and thereafter the notice of termination due to non-payment of dues almost has approached this Hon'ble Authority with unclean hands and with the sole intent to misguide the authority by not disclosing these facts and extort financial gains out of their investment a project which is solely intended towards providing means for right to life and a better livelihood to thousands of families. Such unjust enrichment would not only jeopardize the interest of the project but holistically would render

an irreparable suffering on the Respondent who has been committed to its completion and has always maintained consumer centred approach at all instances, be it assisting in housing loans for homebuyers or providing supportive payment plans, provision of waiver of interest, best in quality and timebound completion of the project.

- p) That subsequent to the closure of CIRP proceedings, the respondents issued a demand letter to the complainant on 15.12.2023 for an amount of INR 1,55,237. Despite receiving the demand letter, the complainant failed to make any payment.
- q) That upon reconciliation of accounts based on the limited records provided by the RP, the respondents identified a discrepancy in the complainant's payment records. It was found that only an amount of INR 25,46,588.00 was reflected in the respondents' records, contrary to the complainant's claims. The complainant was informed of this discrepancy during a meeting held on 29.04.2024. Subsequently, an email was sent on 02.05.2024 requesting the complainant to provide proof of payment for the balance amount of INR 94,63,432.00 within seven days.
- r) That the respondents replied to the complainant's email on 15.05.2024, reiterating the lack of complete records handed over by the RP, the provisional nature of claims admitted during CIRP, and the necessity for the complainant to provide documentary proof of payment. The respondents also clarified that, in the absence of such proof, the demand letter dated 14.05.2024 remained valid.
- s) That on 24.05.2024, the complainant requested a statement of account and a copy of the BBA. The respondents responded on the same day, providing the statement of account and a reminder for payment while clarifying that the BBA would be shared only upon resolution of the payment discrepancies or receipt of the requested payment proof.

- t) That due to the continued non-compliance by the complainant, the respondents issued a pre-cancellation notice dated 12.07.2024, providing a final opportunity to the complainant to clear the outstanding amount of INR 79,14,894 and save the booking. It was also conveyed that failure to comply would result in cancellation of the allotment as per the terms of the resolution plan.
- u) That the respondents subsequently issued a closure letter dated 05.09.2024, setting out the final settlement of accounts. It was conveyed that after forfeiture and deductions in accordance with the resolution plan and BBA terms, an amount of INR 11,46,559 was payable to the complainant, subject to the conditions of the resolution plan.
- v) That the complainant sent an email on 09.10.2024 threatening legal action under RERA. The respondents reiterate that they have acted bona fide at all times and in strict adherence to the resolution plan approved by the Hon'ble NCLT.
- w) That it is would not be out of place to mention here that according to the provisions of Section 38 of the RERA Act, the RERA Authorities are required to act on the principle of the natural justice and if we read the entire provisions of Section 32 and 38 of the Act read with the scheme of the Act, the Authority is created not only to protect the interest of the allottees of the real estate project but also to protect the interest of the promoters in order to promote a healthy growth of real estate sector.

E. Maintainability of the complaint:

5. The respondent in its reply raised a preliminary objection that the complaint is not maintainable as the resolution plan submitted by the consortium of KGK Realty (India) Private Limited and Dhoot Infrastructure Projects Limited which emerged as the successful resolution applicant

- (collectively referred to as the "Respondents") in the corporate insolvency resolution process (the "CIRP") of Sare Gurugram Private Limited ("SGPL").
6. That one of the financial creditors of SGPL namely Asset Care and Reconstruction Enterprises Limited ("ASREC") filed an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (the "Code") before the Hon'ble National Company Law Tribunal, New Delhi, Principal Bench ("NCLT"). That the Hon'ble NCLT vide its order dated 09.03.2021 (the "Admission Order") in C.P. (IB) No. 300 (PB)/2020 admitted the application filed by ASREC and thereby commenced the CIRP of SGPL from 09.03.2021, further to which a moratorium as prescribed by the code was declared.
 7. For the representation of home buyers of the project (which are recognized as a class of Financial Creditors under the Code) (the "Homebuyers") in the CoC, the Resolution Professional shortlisted names of three Insolvency Professionals to act as their authorized representative, further to which Mr. Rakesh Verma was appointed as an authorized representative to represent the home buyers of the project under Section 21(6A) (b) of the Code. The resolution professional thereafter filed an application on 05.04.2021 for approval of the authorised representative and the Hon'ble NCLT vide order dated 01.06.2021 appointed Mr. Rakesh Verma as the authorized representative for the homebuyers.
 8. That the resolution professional has made every endeavour to protect and preserve the assets and the value of the corporate debtor and manage the operations of SGPL as a going concern. Pursuant to section 20(2)(e) of the Code, the resolution professional had allowed all the home buyers to reach out to him to harmoniously address their concerns. Further, the resolution professional had been continuously engaged in monitoring and verifying the claims which were received in the CIRP of the corporate debtor.

9. Thereafter, the CoC after satisfactorily examining the feasibility and viability of the resolution plans received, approved the resolution plan of the respondents with 100% votes in its favour in terms of section 30(4) of the Code.
10. Pursuant thereto, the Resolution Professional filed an application before the Hon'ble NCLT inter alia seeking approval of the Hon'ble NCLT on the Successful Resolution Plan. The Hon'ble NCLT vide its order dated 24.04.2023 ("Approval Order") in M/s Asset Care and Reconstruction Enterprises Limited v. M/s Sare Gurugram Private Limited being IA No.702 (PB) 2022 in CP No: IB 300(PB)/2020, approved the Successful Resolution Plan.
11. That the claim of complainant which is the subject matter before this Hon'ble Authority has already been dealt with in the Successful Resolution Plan which subsequently provides for the settlement of all claims that were not filed, by the clean slate doctrine, which in principle provides that once the Resolution Plan is accepted by the Committee of Creditors and approved by the Adjudicating Authority, no claim (whether satisfied or dissatisfied) would survive, thus all the claims of the Complainant has been settled vide approved resolution plan dated 24.04.2023. That the clause O of the approved resolution plan provides for settlement of claims which were not filed before the resolution professional and the same reads as under:

"O. It is hereby clarified that for the units/flats for which no claims have been received by the Resolution Professional as on the date of submission of this plan by the Resolution Applicant or November 20,2021, whichever is earlier, (i) all claims in relation to such units/flats shall be fully and finally settled by the Resolution Applicant by way of payment of NIL Consideration; (ii) all monies paid in relation to such units/flats shall stand forfeited; (iii) all allotments in respect of such units/flats shall stand cancelled; (iv) the Resolution Applicant or the Corporate Debtor, as the case may

be, shall have the right to deal with/ dispose off such units/ flats in the manner as it may deem appropriate at its sole and absolute discretion....”.

12. It is pertinent to highlight that the complainant has failed to file their claim before the IRP and hence in light of the Approved Resolution Plan any claim arising at a later stage shall be settled by way of payment of NIL Consideration and further cancellation of allotment leading to forfeiture of consideration. That the complainant vide an application bearing I.A. No. 119 of 2023 before the Hon'ble NCLT Principal Bench, New Delhi have belatedly attempted to exercise their alleged rights as a homebuyer against the respondents. The same being frivolous and barred in terms of limitation and law laid down is non maintainable. That further no case can be made out against the respondents whatsoever who are the successful resolution applicant.
13. The Authority observes that the committee of creditors after satisfactorily examining the feasibility and viability of the resolution plan, approved the resolution plan of the respondent no.1 with 100% votes in its favour. Pursuant thereto, upon application of approval on resolution plan, Hon'ble NCLT approved the successful resolution plan of respondent no.1 vide order dated 24.04.2023. Moreover, the claim of the complainant has been accepted and already dealt with in the Successful Resolution Plan. It is further observed that the complainant-allottee was party to the revival plan filed before NCLT and if the same is not being honoured by the respondent, the complainant is at liberty to approach the concerned court/tribunal for relief and necessary directions.
14. In view of the objections raised by the respondent w.r.t. maintainability of complaint is allowed in light of reasons above; the present complaint stands dismissed.

15. File be consigned to the registry.

Dated: 15.10.2025

Ashok Sangwan
Member
Haryana Real Estate
Regulatory Authority,
Gurugram



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