

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

Complaint No. 6191 of 2022

Date of Decision: 05.01.2026

Rajneesh Aggarwal s/o Sh. Raj Kumar Aggarwal r/o C-254-A,
Sushant Lok-1, Gurugram.

.....Complainant

Versus

1. M3M India Pvt Limited, 6th Floor, North Block, M3M T Point, Sector-65, Gurugram, Haryana-122001 through its authorized person.
2. Anubhav Munjal (Managing Partner-Upside Capital), Office Number 308, 3rd Floor, Emerald Plaza, Sector-65, Gurugram (unregistered Agent of respondent No.1).
3. Vikram Gulia, CEO City Space, D113, Sushant Shopping Arcade, Sushant Lok-1, Gurugram.

.....Respondents.

APPEARANCE

For Complainant:	Ms. Vandana Aggarwal, Advocate
For Respondents:	Ms. Shriya Takkar, Advocate for respondent No.1
	Mr. Sushil Yadav, Advocate for respondents no. 2 & 3

ORDER

This is a complaint filed by Mr. Rajneesh Aggarwal (allottee), under section 31 read with section 71(1) & 9 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s. M3M India Pvt Limited, being a

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promoter as per section 2(zk) of Act 2016 and against respondent no.2 being channel partner of respondent no.1 and respondent no.3 being channel partner of respondents no.1 and 2.

2. Briefly stated, the case of the complainant is that the respondent no.1 is engaged in business of developing of land and construction activities and it also undertakes large projects of housing/flat/floors etc which includes the construction and allotment of individual flats etc.

3. That the respondent no.2 approached him (complainant) for booking of flat in M3M projects and he (complainant) shortlisted two projects on the basis of which complainant signed the "Expression of Interest" dated 31.01.2021 for booking of the flat. He made a payment of Rs. 11,00,000/- through cheque No. 000222 dated 31.01.2021 of HDFC Bank as the project was not yet decided. Said cheque was debited to account of complainant on 5th February 2021.

4. That respondent no.2 disclosed to him (complainant) that this new 'Residential Project' has been launched by respondent no.1 known as M3M Marline Icon in Sector-67, situated in Gurugram and is also RERA registered. On being satisfied, he (complainant) showed his intent to convert his 'Expression of Interest' signed by him on 31.01.2021 into M3M

Merlin Icon under PYP (Port Your Property) Scheme launched by respondent No.1 and he (complainant) requested respondent no.2 to get the application signed for M3M Merlin Icon to which respondent No.1 confirmed that the same 'Expression of Interest' will be converted into M3M Merlin Icon booking and there was no necessity to sign any other application. The PYP property offered was RF-31, 3rd Floor, TDI Espania Royia Floor, Sonapat, Haryana, which is in the name of wife of complainant, which again was accepted by respondent no.1 as confirmed by respondent no.2. After this post-confirmation, the respondent no. 2 asked the complainant to deposit further Rs. 11,00,000/- with respondent no.1 and then allotment confirmation will be sent by respondent no.1.

5. That he (complainant) transferred Rs. 10,83,500/- after deducting TDS @ 0.75% on both the amounts (Rs. 11,00,000 + 11,00,000) on 22nd February 2021. Thereafter, the respondent no.1 sent booking confirmation mail to respondent no.2 only along with cost sheet dated 22nd February 2021 and same mail was forwarded to complainant by respondent no.2 which seems to be intentional. In this mail, complainant was allotted flat no. 2704, measuring 2398 sq. ft in Tower Number -11, M3M Merlin Icon, Sector-67, Gurugram.

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6. That respondent no.1 did not mention the PYP property details in the booking confirmation mail intentionally to hide the facts of the deal for fraud and conspiracy in association with respondent no.2 and 3 to cheat and trap the complainant. Had this fact been mentioned in the mail, he (complainant) must have highlighted the fraud and conspiracy then and the complainant would not have deposited further payments to respondent no.1.

7. That after receipt of said payment, the respondent no.2 put pressure on him (complainant) to complete 40% payment within 30 days otherwise booking will get cancelled and amount deposited will be forfeited to the tune of 10% of the total property price. However, the complainant had paid further Rs. 9,92,500/- on 19.03.2021 to safeguard his amount deposited with respondent no.1. As such, total amount of Rs. 31,76,000/- was paid to respondent no.1 as balance amount was to be got financed from bank and complainant had submitted the ICICI Bank home loan sanction letter through respondent no.2 to respondent no.1.

8. That he (complainant) received comfort letter dated 30.04.2021 in which PYP property was found different, rather belongs to relative of the complainant, who was interested to convert his existing residential to new residential property (M3M

Heights and M3M Merlin Icon) through respondent no.2 as per terms of the PYP property which later was refused but respondent No.2 fabricated these documents in favour of complainant by forging the name and address of these documents.

9. That his (complainant's) signatures were forged by respondents no.2 and 3 and phone number on the PYP form belonged to respondent no.2. Email ID rajneeshaggarwal47@gmail.com is fictitious as not belonging to complainant. Respondent no.2 and 3 in association with respondent no.1 undertook this fraud conspiracy to grab the deal and earn commission.

10. That respondent no.1 never called him (complainant) as part of KYC or welcome call to validate the facts of the PYP property. Alleging that the respondents have cheated and defrauded him, the complainant has sought following reliefs: -

1. To direct the respondents no.1 to 3 to pay Rs. 25,00,000/- each to the complainant as compensation for hiding the fact that the project M3M Merlin Icon is non-registered with RERA as on 22.02.2021 and for trapping the complainant to invest in non-registered with RERA project by fraud, criminal conspiracy, breach of trust, forgery as complainant is undergoing mental stress and harassment in investing in renowned company since 31.01.2021.

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2. ~~To direct the respondents no.1 to 3 to pay penalty of Rs. 25,00,000/- towards escalation of property prices since 31.01.2021.~~
3. To direct the respondents no.1 to 3 to pay the capital gain tax amount on the capital gain along with penalty which complainant need to pay due to fraud, criminal conspiracy, breach of trust, forgery and non-RERA registered project.
4. To award a cost of Rs. 2,00,000/- towards litigation expenses in favour of complainant and against each respondents no.1 to 3.
5. To impose "suo moto" penalty on all respondents for marketing, selling and constructing the non-RERA registered projects and non-licensed project and misleading the complainant/and other customers.
6. To impose "suo moto" penalty on respondent no.1 for empanelling non-RERA registered channel partner.
7. To impose "suo moto" penalty on respondent no.2 for taking booking application without getting registered with hon'ble RERA.
8. To grant any other relief in favour of the complainant as the AO may deem fit and proper in the fact and circumstances of the case.
11. The respondent No.1 contested the complaint by filing written reply. Said respondent denied all the facts as stated by the complainant, in his complaint.
12. It is averred by said respondent that an Expression of Interest was submitted by one M/s. City Space India along with a

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cheque of Rs. 11,00,000/- and the same was received in the sales office of respondent no.1. The complainant applied for booking of a unit in one of the projects of the respondent no.1 wherein construction has been completed and Occupation Certificate (OC) has already been granted by the competent authorities.

13. That the complainant is not an allottee of the respondent no.1 and thus has no locus standi to approach this Hon'ble Authority. The refund of the amount paid by the complainant was offered to the complainant on 16.07.2021 vide cheque no. 736347 and the respondent no.1 was not supposed to pay interest as a goodwill gesture agreed to give statutory interest on the amount deposited by the complainant vide cheque no. 736348 to the complainant to settle the matter. The complainant neither settled the matter nor he came forward to complete the booking formalities, therefore, the respondent was constrained to cancel the Expression of Interest vide letter dated 02.02.2022.

14. That the respondent no. 1 along with the termination letter also refunded the amounts paid by the complainants along with the applicable interest vide IMPS/RTGS/NEFT having transaction ID ICICR52022013100249180/HDFC0000044, in full and final towards payment made by him.

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15. The answering respondent is not privy to the understanding between the complainant, his relative, M/s Porty our property and respondent no.2. It is further submitted that the alleged WhatsApp messages have been exchanged between the complainant and respondent no.2 and the said chats cannot be relied upon as the same are not accompanied by a certificate under section 65B of Evidence Act. The units in the Project M3M Heights are allotted in the name of the complainant's sister.

16. Respondent No.1 denied having committed any forgery of documents, cheating, criminal breach of trust and criminal conspiracy as alleged. According to it, the complainant has failed to prove any loss/injury suffered by him (complainant). As such, he (complainant) is not entitled to any kind of payment of compensation as claimed in the complaint.

17. The respondents No.2&3 also contested the complaint and filed a separate written reply. It is stated by these respondents that the present complaint is not maintainable before the Adjudicating Officer, as the complainant has already compromised the matter and received an amount of Rs.34,67,322/- against a sum of Rs.31,76,000/- in the HARERA Complaint No. GRG-2688-2021 pertaining to refund, compensation and interest. Moreover, the complainant is not an

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allottee. He (complainant) had simply expressed his interest to seek priority allotment of a residential apartment/commercial unit/commercial plots/office space in one of the projects of M3M India Pvt Ltd wherein construction has been completed and Occupation Certificate (OC) has already been granted.

18. It is denied that the respondent no.2 approached the complainant. According to the former, the complainant had shortlisted two projects on the basis of which he signed the Expression of Interest dated 31.01.2021 for booking of the flat by making a payment of Rs. 11,00,000/- vide cheque no. 000222 dated 31.01.2021 of HDFC Bank. The complainant along with the Expression of Interest (EOI) also tendered a sum of Rs. 11,00,000/- towards the confirmation of their EOI. It is also denied that the complainant transferred Rs. 10,83,500/- after deducting TDS @0.75% on both the amounts (Rs. 11,00,000 + 11,00,000) on 22nd February 2021 or that post receipt of funds, M3M India Private Limited sent the booking confirmation mail to respondent no.2 only along with cost sheet dated 22.02.2021 and not to complainant which now seems to be intentional. The respondent no.1 has refunded the amount paid by the complainant along with interest with interest, which is Rs. 34,67,322/-.

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19. All respondents have prayed that the complaint be dismissed with heavy costs.

20. Complainant and respondents No. 1 and 2 filed affidavits in evidence in support of their cases. I have heard learned counsels for the complainant and respondents and perused the record on file.

21. Even as per complainant, same had filled up "Expression of Interest" on 31.01.2021 showing interest in booking of a flat with the respondents. Neither any agreement (BBA) was executed between the parties nor any allotment letter was issued by any of respondents. In this way, there was no privity of contract between the complainant and respondents. Even if, the complainant paid some amount along with "Expression of Interest", same cannot be termed as sale consideration. Even otherwise, amount paid by the complainant has already been ordered to be refunded in favour of same by order of Authority. During deliberations, it is admitted that said amount has already been refunded to the complainant.

22. In circumstances as described above, the complainant has no cause of action in his favour against the respondents. Complaint in hands is thus not maintainable. Same is dismissed.

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Parties are left to bear their own costs. File be consigned to record room.

Announced in open Court today i.e. 05.01.2026.




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

Present: Ms. Vandana Aggarwal, Advocate for complainant.
Ms. Shriya Takkar, Advocate for respondent No.1
Mr. Sushil Yadav, Advocate for respondents no. 2 & 3

Complaint is dismissed, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
05.01.2026