

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

Complaint no.	:	5994 of 2024
Date of complaint	:	03.12.2024
Date of order	:	09.01.2026

Mridul Dhanuka,
Karta, Mridul Dhanuka HUF,
R/o: 809B, The Camellias, Golf Links,
Sector-42, Gurugram.

Complainant

Versus

1. M/s International Land Developers Pvt. Ltd.
(Now known as ILD Housing projects Pvt. Ltd.),
Having Regd. Office at: 6-11-A, Devika Tower 6,
Nehru Palace, New Delhi-110019.
2. M/s International Land Developers Pvt. Ltd.
3. Alimuddin, Director,
4. Nuzhat Alim, Director,
5. Salman Jalaluddin Akbar,
All having Regd. Office at:
B-418, New Friends Colony, New Delhi-110065.
Also at: 9th Floor, ILD Trade Center, Sector-47,
Sohna Road, Gurugram-122018.

Respondents

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Himanshu Sharma (Advocate)
Aradhya Singh (Advocate)

Complainant
Respondents

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 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 and location of the project	"Arete", Sector 33, Gurugram
2.	Nature of the project	Group Housing Colony
3.	Project area	11.61 acres
4.	DTCP license no.	44 of 2013 dated 04.06.2013 valid upto 03.06.2019
5.	Name of licensee	Brijesh-Sanjeev Ss/o Satbir and 2 others
6.	RERA Registered/ not registered	06 of 2019 dated 08.02.2019 valid upto 02.07.2022
7.	Unit nos.	A-202, 501, 603, 704, B-303, C-704, E-503, 802, 904, 1001, F-301, 803, 902, 1004, G-302, 901, 1003, B-2304, G-2003 (Page 68 of complaint)
8.	MoU dated	30.06.2012 (Page 27 of complaint)
9.	Date of execution of collaboration agreement	27.09.2012 (Page 33 of complaint)
10.	Area allocation agreement	10.11.2014 (page 62 of complaint)
11.	Date of execution of BBA	Not executed
12.	Due date of possession	Cannot be ascertained

13.	Total sale consideration	Cannot be ascertained
14.	Amount paid by the complainant	Cannot be ascertained
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the complainant entered into a contract in the form of a collaboration agreement dated 27.09.2012, with the respondents, M/s International Land Developers Private Limited (Now Known as ILD Housing projects Private Limited)(ILD) through its directors, for the development of 1 Acre of land and handover the possession of flats which is now agreed as Nineteen (19) flats as per letter of allotment dated 01/09/2014, demand letter cum invoice dated 08/01/2015, construction update letter dated 05/05/2015, allotment letter dated 22/02/2016, allotment letter dated 15/03/2016. This land, more particularly described as Khewat No. 265, Khata No. 280, Mustil 40, Kila No. 23 (8-0), measuring a total of 8 Kanal, 0 Marla, situated in the Revenue Estate of Village-Dhunela, Tehsil-Sohna, District Gurgaon, Haryana.
- II. That pursuant to the terms and conditions set forth in the collaboration agreement dated 27.09.2012, the respondents were under obligation to construct and develop the "said property" into a group housing colony/commercial complex/service apartment hotel/resorts/plotted colony, as stipulated in the said collaboration agreement. Furthermore, the respondents undertook to give 30% of the saleable area which is equivalent to the allotment of nineteen (19) flats to the complainant as a part of consideration under the

collaboration agreement dated 27.09.2012. This obligation is explicitly documented and affirmed in the collaboration agreement dated 27.09.2012 and further the collaboration agreement dated 27.09.2012 outlines that complainant is solely responsible for providing the land, whereas the respondents are obligated to deliver the physical possession of the 19 flats and undertakes the development of the project in accordance with the terms and conditions set forth therein. The respondents have merely succeeded in erecting structures on the project but have failed to complete the development and deliver possession of flats in accordance with the stipulations of the Act, 2016.

- III. That the complainant, vide notice dated 31.01.2023, duly called upon the respondents to deliver physical possession of the 19 flats. However, the respondents, acting in bad faith, failed to reply to the said notice and did not give any heed towards the contents of the notice, thereby neglecting their contractual and legal obligations to hand over the physical possession of 19 flats under the terms of the memorandum of understanding MoU) dated 30.06.2012 and the collaboration agreement dated 27.09.2012.
- IV. That the respondents, by letter dated 01.09.2014, offered of 17 flats, under the terms of collaboration agreement dated 27.09.2012, each with a total super area of 24678 square feet, and additionally booked 2 units with a super area of 3110 square feet. In accordance with the letter dated 01.09.2014, the respondents allotted 19 flats in favour of the complainant. The respondents were obligated to complete the project and deliver possession within a reasonable period. However, despite the lapse of over 12 years, the respondents have failed to achieve completion or offer possession till date.

- V. That the respondents have committed acts of cheating and fraud by inducing the complainant into the collaboration agreement with false promises. They secured valuable property and monetary consideration from the complainant without any intention of delivering on their commitments, which constitutes a clear case of cheating under Section 318 of the Bharatiya Nyaya Sanhita (BNS).

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the respondent to handover possession of 19 flats along with delay possession charges.
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.

D. Reply by the respondents.

6. The respondents vide reply dated 07.11.2025 contested the complaint on the following grounds: -
- i. That the complainant approached the respondent in the year 2012 as the landowner of the subject property for sale and expressed their interest to collaborate with the respondent for development of the subject land. That the complainant proposed that the respondent in the capacity as a developer shall develop a group housing colony/ commercial project/hotel/any other project over the proposed subject land. Thereafter, the parties entered into a Memorandum of Understanding dated 30.06.2012, wherein it was agreed that the complainant shall hand over the physical possession of 1 acre of agricultural land situated in the revenue estate bearing no. Khewat No. 265, Khata No. 280, Mustil 40, Kila No. 23 (8-0), measuring a total of 8

Kanal, 0 Marla, situated in the revenue estate of Village-Dhunela, Tehsil-Sohna, District Gurgaon, Haryana, to the respondent for the development and construction of premises thereon after purchase and execution of sale deed from the present land owner.

- ii. That in consonance with the terms of the MoU, the parties subsequently executed a collaboration agreement dated 27.09.2012, whereby their respective rights, duties, and obligations in relation to the development of the project land were encapsulated. Under the said collaboration agreement, the answering respondent was entrusted with the responsibility of undertaking the development, construction, and execution of the project over the land owned by the answering respondent, while the answering respondent agreed to provide the land for the said purpose, free from all encumbrances. The collaboration agreement further defined the terms and conditions governing the development of the proposed group housing colony/ commercial complex/ service apartment/ hotel/ resorts/ plotted colony, including but not limited to, the sharing of developed area, timelines for completion of the project, procurement of necessary approvals, etc.
- iii. That the collaboration agreement, entered into between the parties, defined the rights of both the landowner (complainant herein) and the developer over their respective shares in the constructed area of the project land. That it was agreed between the parties that they shall have the right to retain, sell, lease, or otherwise deal with their share, whether in whole or in part, without requiring the consent of the other, and to exclusively enjoy all financial and commercial benefits arising therefrom, including income, capital gains, appreciation, and other related advantages.

- iv. That the respondent had obtained License no. 44 of 2013 dated 10.06.2013 from the Director, Town and Country Planning Department, Haryana for the development of the project known under the name and style of "Arete", situated at Sector 33, Gurugram, Haryana on the project land.
- v. That the project of the respondent was also registered with the Authority vide Registration Certificate No. RC/REP/HARERA/GGM/312/44/2019 dated 08.02.2019. It is submitted that the respondent has been transparent in their conduct since the very beginning.
- vi. That the respondent had obtained the approval of the building plan on 25.05.2015. Moreover, the respondent had also duly received the environmental clearance dated 15.04.2014 for the above-mentioned project. Furthermore, the respondent had duly obtained the renewal of the License no. 44 of 2013 on 03.01.2019. It is pertinent to mention here that the abovementioned license was duly granted in favour of both the complainant and the respondent. It would not be out of place to mention here, the allottees of the project in question approached the Ld. National Company Law Tribunal vide an application filed under Section 7 of the Insolvency and Bankruptcy Code, 2016, titled 'Suresh Sareen & Ors. v. M/s International Land Developers Pvt. Ltd.' bearing No. C.P. NO. (IB) 357 of 2022, seeking initiation of the Corporate Insolvency Resolution Process against the respondent herein.
- vii. That the Ld. NCLT vide the order dated 29.02.2024 in the Company Petition bearing No. IB 357 of 2022, declared the respondent company to be under moratorium and initiated the Corporate Insolvency Resolution Process. Subsequent to the order dated 29.02.2024 declaring moratorium against the respondent herein, an Appeal titled

'Salman Akbar Jalauddin (Suspended Management of International Land Developers Pvt. Ltd) v. Mr. Sanyam Goel, IRP of M/s. International Land Developers Pvt. Ltd & Ors.' bearing No. Company Appeal (AT) (Insolvency) No. 493 of 2024, was filed against the abovementioned Order dated 29.02.2024 before the Hon'ble National Company Law Appellate Tribunal, Principal Bench, New Delhi (hereinafter referred to as 'NCLAT'). That the Hon'ble NCLAT vide the order dated 07.03.2024, was pleased to stay the direction issued by the Ld. NCLT to initiate the Corporate Insolvency Resolution Process against the respondent herein. Additionally, the respondent had submitted a resolution plan dated 28.03.2024 before the Hon'ble Authority, for completion of the project in question, this further demonstrates the bonafide of the respondent and their commitment to complete the construction of the project.

- viii. That the complainant is a landowner of the project land and does not fall under the category of the allottee under Section 2(d), of the Act. That accordingly, the complainant lacks the requisite locus standi to invoke the jurisdiction of this Authority by filing a complaint under Section 31 of the Act. It is submitted that a complaint under Section 31 is maintainable only when it is filed by an allottee pertaining to a single unit. The legal provisions and the framework of the Act do not permit a complaint to be filed before the Authority in respect of multiple units. Therefore, a complaint filed in respect of more than one unit, is not maintainable before this Authority and is liable to be dismissed for not being maintainable on this ground alone.
- ix. That the dispute between the parties is already res sub judice before the Ld. NCLT under the petition titled "Mridul Dhanuka HUF through its Karta Mridul Dhanuka v. M/s International Land Developers

Private Limited (ILD Housing Projects Pvt. Ltd.)", bearing No. C.P. (IB) - 337 of 2025, seeking initiation of Corporate Insolvency Resolution Process against the respondent herein. Therefore, any parallel proceedings before this Authority would not only be superfluous but may also result in multiplicity of litigation and conflicting findings, which ought to be avoided in the interest of justice and judicial propriety. Therefore, this Authority is barred from proceeding with the present complaint by virtue of the principles enshrined under Section 10 of the Code of Civil Procedure, 1908.

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 submission made by the parties.

E. Maintainability of the complaint.

8. The counsel for the complainant has submitted that this case arises from a collaboration agreement dated 27.09.2012, executed between the parties for development of Group Housing colony/commercial colony over 1acre of land in Dhunela, Sohna, Gurugram. The complainant transferred the land to the respondent with assurance of receiving 30% of the saleable area (equivalent to 19 flats). Over a decade has passed, but the respondent has failed to complete the construction or deliver possession of the allotted flats despite multiple notices, meetings and follow-ups. Thus, the complainant is seeking possession of 19 flats immediately and compensation for delay. The counsel for the respondent has submitted that the complainant is the landowner of the project in question and has entered into an MoU dated 30.06.2012 with it, wherein it was agreed that the complainant shall handover the physical possession of 1 acre of agricultural land to the

respondent for the development and construction of the premises. In consonance with the terms of the MoU, the parties subsequently executed a collaboration agreement dated 27.09.2012, whereby their respective rights, duties and obligations in relation to the development of the project land was encapsulated. The respondent obtained licence for the project in question from DTCP on 10.06.2013 and get it registered with the Authority on 08.02.2019. The respondent had duly obtained renewal of licence dated 03.01.2019 and was granted in favour of both the complainant and the respondent. It is submitted that the complainant is a landowner of the project land and does not fall under the definition of allottee under Section 2(d) of the Act. Further, the dispute between the parties is already res sub judice before the Ld. NCLT under the petition titled as "Mridul Dhanuka HUF through its Karta Mridul Dhanuka V. M/s International Land Developers Pvt. Ltd. bearing C.P(IB)- 337 of 2025, seeking initiation of CIRP against the respondent herein. Therefore, any parallel proceedings before this Authority would result into multiplicity of litigation and conflicting findings.

9. Upon due consideration of the material placed on record, it is observed that the units in question were allotted to the complainant in the year 2016 pursuant to a Collaboration Agreement dated 27.09.2012 executed between the complainant and the respondent, followed by an Area Allocation Agreement dated 10.11.2014. However, it is an admitted position that no buyer's agreement or agreement for sale delineating the sale consideration, payment schedule, and the respective rights and obligations of the parties has been executed between them in respect of the said units till date.

10. The complainant has sought relief under the proviso to Section 18(1) of the Real Estate (Regulation and Development) Act, 2016. The proviso to Section 18(1) stipulates that where an allottee does not intend to withdraw from the project, the promoter shall be liable to pay interest at the prescribed rate on the amount paid in respect of the unit for every month of delay, until the handing over of possession, in the event of failure to complete the project or inability to deliver possession in accordance with the terms of the agreement for sale or due to discontinuance of business.
11. In the present case, it is evident that neither has any agreement for sale been executed between the parties nor has any consideration been paid by the complainant to the respondent/promoter in respect of the units in question. The allotment of the said units emanates from the Collaboration Agreement entered into between the parties, which constitutes an independent commercial arrangement. Such an arrangement does not fall within the ambit and jurisdiction of this Authority under the provisions of the RERA Act, 2016.
12. Accordingly, the present complaint stands dismissed being not maintainable, with liberty granted to the complainant to avail appropriate remedies in accordance with law before the competent forum/court.
13. Complaint as well as applications, if any, stands disposed of accordingly.
14. File be consigned to the registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026