

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

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| Complaint no. | : | 3431 of 2025 |
| Date of complaint | : | 23.07.2025 |
| Date of order | : | 09.01.2026 |

1. Nitika Gupta,
2. Manish Gupta, deceased, through LRs: -
 - i. Nitika Gupta,
 - ii. Mishthi Gupta,**Both R/o:** D502, Brindawan Garden Apartment,
Plot No.10, Phase-I, Sector-12, Dwarka, Delhi-110078. **Complainants**

Versus

M/s Pioneer Urban Land Infrastructure Ltd.
Regd. Office at: A-22, Third Floor, Green Park,
Aurobindo Marg, New Delhi-110016.

Respondent

CORAM:

Arun Kumar

Chairman

APPEARANCE:

Hemant Phogat (Advocate)
Dhruv Rohatgi (Advocate)

Complainants
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 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.no. | Particulars | Details |
|-------|--|---|
| 1. | Name of the project | "Pioneer Park" in Sector 61, 62, Gurgaon. |
| 2. | Nature of the project | Residential Plotted Colony |
| 3. | Project area | 24.59 acres |
| 4. | DTCP License No. | License no. 242 of 2007 dated 25.10.2007 Valid upto 24.10.2025 |
| 5. | Unit admeasuring | TA- 401, 4 th floor, tower -G 1200 sq. mtr. (Page no. 28 of reply) |
| 6. | Allotment letter | 11.06.2009 [on page 22 of reply] |
| 7. | Buyer's agreement | 07.08.2009 [Page 25 of the reply] |
| 8. | Sanction of building plan | 31.03.2010 (as per DTCP website) |
| 9. | Due date of delivery of possession | 31.06.2013 [3 years from the date of Sanction of building plan + grace period of 90 days as per clause 9.2 of BBA] |
| 10. | Death certificate of complainant no. 2 - | 24.05.2016 [on page 51 of complaint] |
| 11. | Legal heir certificate | 06.03.2025 [on page 19 of complaint] |
| 12. | Total sale consideration | Rs.18,75,055 /- (as per SOA on Page 59 of reply) |
| 13. | Total amount paid by the complainant | Rs.12,02,984 /- (as per SOA on Page 59 of reply) |
| 14. | Offer of possession | 03.08.2015 [on page 62 of reply] |

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| 15. | Occupation certificate | 21.06.2016 [as per DTCP website] |
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B. Facts of the complaint:

3. The complainants have made the following submissions: -

- I. That the complainants are the legal heirs of Sh. Manish Gupta, vide legal heir certificate No.90660000271785 dated 06.03.2025, issued by the Tehsildar, the Revenue Department, Govt. of NCT of Delhi.
- II. That after going through advertisement published by respondent in the newspapers and as per the brochures/prospectus, the complainants had purchased an apartment No. A-401, measuring an area of 1200 sq. ft., in Tower TA, in Pioneer Park situated at Sector-61, Golf Course Extension Road, Gurugram, Haryana for a total sale consideration of Rs.38,00,000/- and the respondent has received an amount of Rs.60,60,704/-, in respect of the above said unit from the complainants.
- III. That the respondent executed builder buyer's agreement dated 07.08.2009, in favour of complainants. The above said unit was purchased by the complainants under construction linked plan and the complainants had paid all their installments well in time as and when demanded by the respondent till offer of possession.
- IV. That the respondent issued the intimation of possession dated 03.08.2015, to the complainants for seeking final demands and for completing the process of conveyance deed and possession.
- V. That during the said period, due to unfortunate demise of complainant No.2, i.e., Manish Gupta, who passed away on 17.04.2016, the complainants could not complete the formalities of taking the

possession of the said unit and the said fact of the demise of complainant No.2 was also very well in knowledge of the respondent.

- VI. That the complainant No.1 was also not able to take possession of the said unit due to reason that, she was implicated falsely by her in-laws in a case bearing FIR No.0392/2016, P.S. Janakpuri, Delhi, under Section 302/201 of IPC on account of allegations of murder of her husband i.e., complainant No.2.
- VII. That it is pertinent to mention here that the aforesaid case is still pending adjudication and the complainant No.1 is still facing trial in the above noted FIR and has already been admitted to the bail on 18.04.2023.
- VIII. That after admitting the bail, the complainant No.1, Nitika Gupta, approached the respondent seeking possession of the said unit as well as execution and registration of conveyance deed in her favour.
- IX. That the respondent showed its inability in handing over the possession and execution and registration of conveyance deed in favour of complainant No.1 citing the reason that, since the matter of Probate under Section 278 of the Indian Succession Act, 1925 (filed by Smt. Sudha Gupta, mother-in-law of Complainant No.1), is sub-judice, the respondent cannot handover the possession of the unit to the complainant No.1 and get the conveyance deed registered in favour of complainant No.1.
- X. That it is worthwhile to mention here that, the mother-in-law, namely, Sudha Gupta, of the complainant No.1 has filed a petition under Section 278 of the Indian Succession Act, 1925, for the grant of letter of administration in respect of the said unit bearing Probate Case No.16142 /2016, titled as Sudha Gupta Vs. The State and Others, before the Hon'ble Court at Delhi, in which the complainant No.1 and

2(ii) were arrayed party to the case and the same has been decided by the Hon'ble Court of Sh. Shiv Kumar, Ld. District Judge-02, West District, Tis Hazari Courts, Delhi vide judgment dated 10.05.2024, vide which the claim filed by said Smt. Sudha Gupta for letter of administration in respect of the said unit was declined. It is pertinent to mention here that, during pendency of case, the said Smt. Sudha Gupta expired and the father-in-law, namely, S.D. Gupta (Satya Dev Gupta) was transposed as legal heir of Smt. Sudha Gupta. In this case, the said S.D. Gupta was held entitled to inherit the share to the extent of 1/12th share in the above said Unit.

- XI. That it is pertinent to mention here that, upon dismissing the claim, the complainants approached the respondent and apprised them of the judgment dated 10.05.2024, with a request to the respondent to handover the vacant peaceful possession of the said unit to the complainants, on which the respondent instead of handing over the possession of the unit to the complainants have handed over a calculation through email dated 20.02.2025, in which an amount of Rs.8,04,940/- was demanded towards final installment and VAT charges and an additional amount of Rs.30,53,437/- was demanded on account of interest for delayed payment and holding charges ensuring and promising the complainant No.1 that upon making of the aforesaid payment, the respondent would deliver the possession of the unit to the complainants and would also get the conveyance deed executed and registered in favour of complainants as per their respective share in the above said unit.
- XII. That the complainant No.1 approached the respondent citing her inability in paying the said huge amount of Rs.30,53,437/- on account of holding and delay interest charges, on which after due negotiations

between complainants and respondent, the respondent asked the complainants to pay a total amount of Rs.25,39,182/- as a complete payment towards the pending dues including the final installment, VAT Charges, delayed interest, holding charges and other applicable taxes /cesses etc.

- XIII. That believing upon representation and assurance of the respondent, the complainant No.1 paid an amount of Rs.25,39,182/- to respondent through bank transfer dated 07.04.2025.
- XIV. That after making the aforesaid payment, the complainant No.1 has approached the respondent No.1 through various modes of communication including but not limited to emails, personal approaches etc. for seeking and for getting the conveyance deed executed but the respondent instead of handing over the possession of the unit to the complainants has raised a demand to obtain relinquishment deed from Sh. S.D. Gupta, however, the complainants made the respondent aware of the fact that, it is impossible for her to get the relinquishment deed from the said S.D. Gupta and further requested the respondent to handover the possession of the unit to the complainants but all in vain.
- XV. The respondent has taken an illogical stand after receiving the payment of Rs.25,39,182/- from complainants and is further intimidating the complainants that they can refund the amount, paid by her, but they would continue to charge the delayed interest and holding charges upon complainants till actual payment.
- XVI. That the complainant No.1 is the rightful allottee of the said unit to the extent of 1/2nd share, of which the respondent is fully aware and in order to extort more money from complainants, the respondent is not ready and willing to handover the possession of the said unit to the

complainants, because the respondent knows it very well that, if respondent delivers the possession to the complainants, then the respondent would not be able to extort money on account of holding charge and is further illegally retaining possession of the said unit on the pretext of seeking relinquishment deed from S.D. Gupta.

- XVII. That the respondent has committed grave deficiency in services by not handing over the physical possession of the said unit and further by not getting the conveyance deed registered in the name of complainants of their respective share, which amounts to unfair trade practice.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- I. Direct the respondent to handover possession and to pay 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 respondent.

6. The respondent vide reply dated 14.11.2025 contested the complaint on the following grounds: -
- i. That the building in question was completed way back in the year 2015 and the occupation certificate for the same had also been received before the coming into force of the Act of 2016. Thus, this Authority lacks the jurisdiction to adjudicate the present complaint.
 - ii. That the present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-

examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this Authority and can only be adjudicated by the Civil Court. Therefore, the present complaint deserves to be dismissed on this ground alone.

- iii. That the complainants have received the offer of possession on 03.08.2015, on which date the cause of action has arisen. The present complaint has been filed on 09.07.2025, after a gross delay of almost 10 years from the date of offer of possession. The complainants cannot be allowed to sleep over its rights indefinitely and wake up at any time as they please.
- iv. That the complainant No.1 and her husband had approached the respondent and expressed an interest in booking an apartment in the residential group housing colony developed by the respondent known as "Pioneer Park" situated in Sector – 61, Golf Course Extension Road, Gurgaon. Prior to making the booking, the complainants conducted extensive and independent enquiries with regard to the project and it was only after they were fully satisfied about all aspects of the project, they took an independent and informed decision, uninfluenced in any manner by the respondent, to book the unit in question. Thereafter, the complainant No.1 and her husband vide an application form, applied to the respondent for provisional allotment of a unit in the project. The complainant No.1 and her husband, in pursuance of the aforesaid application form, were allotted an independent unit bearing Apartment no TA-401, admeasuring 1200 sq. ft., in the project vide allotment letter dated 11.06.2009. The complainants consciously and willfully opted for an construction linked payment plan for remittance of the sale consideration for the unit in question and further

represented to the respondent that they shall remit every installment on time as per the payment schedule. The respondent had no reason to suspect the bonafide of the complainants and proceeded to allot the unit in question in his favor. Thereafter, buyer's agreement dated 07.08.2009 was executed between the complainant No.1, her husband and the respondent.

- v. That the complainants were irregular in payment of instalments. The respondent was constrained to issue reminders and letters to them requesting them to make payment of demanded amounts. Payment request letters, reminders etc. were sent to the complainants by the respondent clearly mentioning the amount that was outstanding and the due date for remittance of the respective amounts as per the schedule of payments, requesting the complainants to timely discharge their outstanding financial liability but to no avail.
- vi. That the complainants are not "allottees" but are investors who have booked the apartment in question as a speculative investment in order to earn rental income/profit from its resale. The apartment in question has been booked by the complainants as a speculative investment and not for the purpose of self-use as their residence. Therefore, no equity lies in favour of the complainants.
- vii. That, without admitting or acknowledging the truth or legality of the allegations advanced by the complainants and without prejudice to the contentions of the respondent, it is respectfully submitted that the provisions of the act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. The complainants cannot demand any interest or compensation beyond the terms and conditions incorporated in the buyer's agreement.

- viii. That the complainants were offered possession of the unit in question through letter of intimation of possession dated 03.08.2015 and subsequently, several reminders were sent to the complainants to take the possession. The complainants were called upon to remit balance payment including delayed payment charges and to complete the necessary formalities/documentation necessary for handover of the unit in question to the complainants. However, the complainants failed to complete the necessary formalities.
- ix. That as on date, as per the latest statement of accounts, the complainant has a total principle outstanding dues of Rs.9,48,122.39/- and Rs.23,94,133/- as delayed payment interest. The complainants are further required to pay the stamp duty and registration charges, common area maintenance charges and other dues.
- x. That it was only in the year 2025, that the complainant No.1, for the first time approached the respondent and intimated that the co-allottee, her husband had passed away on 17.06.2016. The complainant No.1, further informed that she was the co-allottee and was the only legal heir along with her daughter, i.e. the complainant No.2. That upon further enquiry, the complainants represented that there was a court case, seeking grant of Letters of Administration in respect of the flat in question, filed by Smt. Sudha Gupta, i.e. the mother of the deceased co-allottee Shri Manish Gupta against the complainant No.1 herein. The said case was titled Sudha Gupta Vs State & Anr., bearing Probate Case No. 16142 of 2016, decided by the Court of Hon'ble District Judge (West), Tis Hazari Court, Delhi, on 10.05.2024.
- xi. That the Complainant has represented that the said case was decided in her favour and requested the respondent to transfer the property in her name along with her daughter Smt. Misthi.

- xii. That pursuant thereto, the respondent apprised the complainant No.1 that there were huge outstanding dues against the unit and that further, certain documents, including list of legal heirs and other documents will be required to process the request. It is submitted that the complainant No.1, out of her own accord made the payment and then pressurized the respondent to record the names as per her request.
- xiii. That the respondent on perusal of the documents shared, realized that the judgment dated 10.05.2024 was not decided in favour of the complainant No.1 as the complainant was only one of the legal heir and the parents of the deceased co-allottee were also alive at that point in time and that the mother and father of the deceased co-allottee was also a Class-1 legal heir and had inherited a share in the deceased co-allottee's estate, i.e. the flat in question. Furthermore, after the death of the mother, the deceased co-allottee's father had inherited a share and hence, the unit could not be transferred in the name of the complainant, to the exclusion of the others. Though the mother of the deceased Smt. Sudha Gupta could not succeed in getting the letters of administration in her favour, in respect of the property in question, however, the Hon'ble Court has determined that the mother of the deceased does have 1/12th share in the property and after her death, the father of deceased has inherited her share in the property.
- xiv. That in such circumstances, the respondent cannot transfer the property in the name of the complainants. the respondent, vide emails, informed the complainant No.1 to provide an affidavit from Mr. Satya Dev Gupta, father of the deceased, to give a No-Objection and a Relinquishment Deed. However, the complainant failed to provide the same. In the absence of valid legal documents, the respondent cannot

delete the shares of a co-sharer in the property and the complainant No.1 is compelling the respondent to accede to her illegitimate requests.

- xv. That the unit in question was originally allotted to the Complainant No.1 and her husband. As per the own submission of the complainant and on the basis of the documents annexed with the complaint itself, it needs to be noted that the husband of the complainant expired in 2016. Pursuant to his death, the mother of Late Shri Manish Gupta, being a Class I legal heir has inherited a share in the property and pursuant to her death, Shri Satya Dev Gupta has inherited her share. Thus, the request of the complainant to handover the possession to her and execute the conveyance deed in her favour cannot be acceded to, in the absence of consent from Shri Satya Dev Gupta, who has also inherited a share in the property. Furthermore, it is the own case of the complainant No.1 that there is an FIR, pending against her and she is not yet acquitted. In case, the said FIR is decided against the complainant No.1, she will not be entitled to inherit any share from her late husband and hence, the respondent at this juncture cannot go against the law. The respondent cannot be held liable for acting in accordance with law and procedure.
- xvi. That the respondent has even sent intimations to the complainant, offering her the refund of monies paid by her, whereby she has paid part payments towards the outstanding dues. However, the complainant No.1 has failed to respond to the said requests. It is clear that the complainant is trying to circumvent the law and arm-twist the respondent to succumb to her illegitimate requests.
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

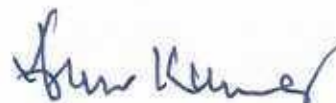
decided on the basis of these undisputed documents and submission made by the parties.

E. Maintainability of the complaint.

8. The complainants has submitted that the complainant No.1 is the rightful allottee of the unit in question to the extent of 1/2nd share, of which the respondent is fully aware and in order to extort more money from complainants, the respondent is not ready and willing to handover the possession of the said unit to the complainants, because the respondent knows it very well that, if respondent delivers the possession to the complainants, then the respondent would not be able to extort money on account of holding charge and is further illegally retaining possession of the said unit on the pretext of seeking relinquishment deed from S.D. Gupta. The respondent has submitted that the unit in question was originally allotted to the complainant No.1 and her husband. As per the own submission of the complainant and on the basis of the documents annexed with the complaint itself, it needs to be noted that the husband of the complainant expired in 2016. Pursuant to his death, the mother of Late Shri Manish Gupta, being a Class I legal heir has inherited a share in the property and pursuant to her death, Shri Satya Dev Gupta has inherited her share. Thus, the request of the complainant to handover the possession to her and execute the conveyance deed in her favour cannot be acceded to, in the absence of consent from Shri Satya Dev Gupta, who has also inherited a share in the property. Furthermore, it is the own case of the complainant No.1 that there is an FIR, pending against her and she is not yet acquitted. In case, the said FIR is decided against the complainant No.1, she will not be entitled to inherit any share from her

late husband and hence, the respondent at this juncture cannot go against the law.

9. After considering the documents available on record as well as submissions made by the parties, it is observed that the present complaint is not maintainable before this Authority and is liable to be dismissed as firstly, a criminal case bearing FIR No.0392/2016, P.S. Janakpuri, Delhi, under Section 302/201 of IPC on account of allegations of murder of complainant No.2 is pending adjudication against complainant No.1 and she has not been acquitted yet. The share of the complainant No.1 in the unit in question will be dependent upon the findings in the said matter. Secondly, the father of the co-allottee Mr. Satya Dev Gupta has inherited a 1/12th share against the unit in question, but he has not been impleaded as a party to the present complaint. The father of the co-allottee i.e. Mr. Satya Dev Gupta being necessary party was required to be added for complete, proper and effectual adjudication of the present matter. Thirdly, this Authority is not competent to decide ownership/title and without having a clear/undisputed title in name of the complainants, no direction with regard to handing over of possession and other related reliefs can be granted in favour of the complainants.
10. In view of the above, the present matter is not maintainable before this Authority and the complainants are at liberty to proceed before the competent court of law.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026