



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

**Order pronounced on : 23.12.2025**

- 1. Jayant Vohra**  
R/o: - 146 C, Pocket C, Siddharth Extension,  
New Delhi
- 2. Krishna Lata**  
R/o: - G-159, Palam Vihar, Gurugram
- 3. Nitin Ahuja**  
R/o: - 48 Cedarwood Grove, Singapore,  
7384

**Complainants**

**Versus**

- 1. M/s Bestech India Private Limited**  
Office at:- Bestech House, 124, Sector-44,  
Gurugram, Haryana - 122002
- 2. Dharmendra Bhandari- Director of Bestech**  
Office at:- Bestech House, 124, Sector-44,  
Gurugram, Haryana - 122002
- 3. Sunil Satija- Director of Bestech**  
Office at:- Bestech House, 124, Sector-44,  
Gurugram, Haryana - 122002

**Respondents**

**Coram:**

Shri Arun Kumar  
Shri Phool Singh Saini

**Chairman  
Member**

**Appearance:**

Ms. Alka Dahar (Advocate)  
Shri J.K. Dang (Advocate)

**Complainants  
Respondents**

**ORDER**

1. The present complaint has been filed by the complainant/allottees in Form CRA 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 to the allottees as per the agreement for sale executed inter se them.

**A. Project and unit related details**

2. The particulars of the project, the details of 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 of the project	"Orient- Bestech Business Tower", NH-8, Sector-34, Gurgaon
2.	Nature of project	IT/ Cyber Space
3.	RERA registered/not registered	Not registered
4.	DTPC License no.	1128 of 2006 dated 30.11.2017
	Validity status	14.09.2015
	Licensed area	5.09 acres
5.	Unit no.	303, 3 <sup>rd</sup> Floor [Page no. 96 of the complaint]
6.	Unit area admeasuring	2500 sq. ft. [Page no. 54 of the complaint]
7.	Application dated	12.07.2007 [Page no. 53 of the complaint]
8.	Allotment letter	02.08.2007 [Page no. 54 of the complaint]



9.	Agreement to sale dated	25.07.2007 [Page no. 56 of the complaint]
10.	Total sale consideration	Rs.1,27,62,500/- (As per payment plan at page 55 of the complaint)
11.	Amount paid by the complainant	Rs.1,44,01,497/- [As per SOA at page 136 of reply]
12.	Buyer's Agreement dated	15.07.2016 [Page 58 of reply]
12.	Possession clause according to buyer's agreement	14. <i>That subject to provisions of clauses 16 and 16 the possession of the said premises is proposed to be delivered by the DEVELOPER to the ALLOTTEE(S) within twenty-four months form the date of this agreement.....XXXXX</i> [Page 102 of complaint]
13.	Lease Clause according to buyer's agreement	15. <i>That it shall be the absolute discretion of the DEVELOPER to lease out the entire building/ a particular floor or any part thereof including the aforesaid cyber unit. The ALLOTTEE hereby authorize the DEVELOPER to finalize the lease for the cyber unit subject matter of this agreement...XXXX</i> [Page 103 of complaint]
14.	Payment Plan	Construction Linked (Page 55 of complaint)
17.	Due date of possession	15.07.2018

		[calculated as 24 months from date of execution of buyer's agreement i.e., 15.07.2016]
19.	Reminder letters	06.01.2020, 01.07.2020, 11.01.2021 (Page no. 34 of reply)
22.	Occupation certificate	08.05.2013 [Page 41 of reply]
23.	Offer of possession	01.07.2013 [Page 119 of reply]

#### B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

- i. That property in question is jointly allotted to three complainants, named herein above, who had invested their hard-earned money in the property acting upon and believing representations made by the Respondents to be genuine and *bona-fide*. One of the original allottees viz., Lt. Gen. O.S. Lohchab (Retd.) unfortunately passed away on 11.06.2020. As a result, his wife Mrs. Krishna Lata is now the owner of Late Lt. Gen. O.S. Lohchab's share in the property as it was bequeathed to her vide his Will dated 31.10.2023.
- ii. The respondent no. 1 is a company registered under the provisions of the Companies Act, 1956 and is *inter alia* engaged in the real estate business [AKA 'Bestech'] respondent nos. 2 and 3 are the Directors of respondent no. 1 and are actively engaged in day-to-day affairs of the respondent no. 1. The respondent no. 1 is having its Registered Office at 124, Institutional Area, Sector - 44, Gurugram, Haryana. the respondent no's. 2 and 3 also have their offices at the above address.

- iii. That respondent no.1, in year 2007, had floated a public offer to sell units in IT / Cyber Space, under the name and style "Orient Bestech Business Towers" in NH-8, Sector -34, Gurugram. The complainants, in furtherance to the assurances and representations made by the respondents, agreed to purchase an office unit numbered 303, having super area of 2500 sq. ft., in "Orient Bestech Business Towers" in NH-8, Sector -34, Gurugram for a Price of Rs. 1,27,62,500/-, which was inclusive of all External and Infrastructure Development Charges of Rs. 2,62,500, preferential location charges (wherever applicable) [AKA 'office unit'].
- iv. Respondents while selling the office unit had unequivocally represented that the aforesaid commercial complex would comprise of retail, entertainment spaces, corporate offices etc., which would include amenities such as lift facility, chilled water pipe etc. During meetings held with the complainants, the respondents had categorically assured and promised the complainants that all the necessary sanctions pertaining to the said project have been obtained by them and that the units would also be leased out by them so that the complainants would have a steady flow of income. The aforesaid is also confirmed by the Bestech's letter dated 01.07.2013, wherein para 3 of the aforesaid letter issued by the Bestech clearly states that the company is making sincere efforts to source a prospective lessee(s) for the captioned premises /and as soon as the terms and conditions of the lease are finalized, a formal lease deed will be signed as per the builder buyer agreement. The respondents had very clearly and repeatedly promised the complainants at the time of purchasing the said office unit that they will find a lessee for the said office unit which was one of the main reasons for the complainants to purchase the office unit.



- v. On 12.07.2007, the complainants made an application for a provisional allotment of an area of 2,500 sq. ft., @ Rs. 5,000/- per sq. ft. in the Orient Bestech Business Tower at N.H.-8, Gurugram for an office unit. An amount of Rs. 18,75,000/- was duly deposited by the Complainants vide four (4) cheques issued in favor of M/s Hiteshi Leasing and Housing (P) Ltd. It is imperative to mention here the initial agreement for the Office Unit was made between the complainants and M/s. Hiteshi Leasing and Housing (P) Ltd., as M/s. Hiteshi Leasing and Housing (P) Ltd., had earlier entered into an agreement with the respondent no. 1 for purchase of a constructed cyber space measuring 1,00,000/- sq. ft., to be built over an area measuring 40 Kanals, 7 Marlas at Gurugram in which the complainants were allotted 2,500 sq. ft. cyber area. A copy of the application dated 12.07.2007, issued by the Bestech/respondent, for the provisional allotment of an office unit in Orient Bestech Business Tower and the details of the payment of Rs.18,75,000/-.
- vi. Subsequently, an agreement to sell dated 25.07.2007 was executed between M/s Hiteshi Leasing and Housing Pvt. Ltd., and the complainants [AKA 'ATS']. In the said ATS, it was *inter alia* provided that Mr. Sunil Satija [who was/is the Director of M/s. Hiteshi Leasing and Housing Pvt. Ltd., and is also a Director of Bestech / Respondent No.1] was duly authorized by M/s. Hiteshi Leasing and Housing Pvt. Ltd., vide the Board Resolution dated 15.03.2007 to accept the advance payments towards the sale consideration of Rs 18,75,000/- for the office unit of which the total cost / consideration was Rs 1.25 Crores. It was further provided in the ATS that the balance sale consideration would be paid to the respondent no. 1/ Bestech, who shall then proceed to register a sale deed in favour of the

- complainants in accordance with terms and conditions as applicable to other purchasers of the cyber space in the project.
- vii. The respondents and complainants also executed the buyers agreement vis-a-vis office unit no. 303 in the complex entitled "Orient Bestech Business Tower" in NH8, Sector – 34, Gurugram, Haryana for a sale price of Rs. 1,27,62,500/-, instead of Rs. 1,25,00,000/-and the increment in the sale price was due to the fact the rate per sq. ft was unilaterally increased by Bestech from Rs. 5,000 / Sq. Ft. to Rs. 5,105 / sq. ft. [AKA 'BBA'].
  - viii. An amount of Rs. 1,33,19,300/- (was released to the Bestech/Respondents by the Complainants by way of cheques and the copies of the acknowledgement receipts, issued by the respondent / Bestech, duly acknowledging the receipt of the above payment of Rs. 1,33,19,300/- towards the total sale consideration of the unit under question.
  - ix. In addition to the above an amount of Rs. 11,60,850/- (has also been remitted by the complainants to the Bestech / respondents towards the Annual Maintenance Charges (Rs. 78,652/-), VAT (Rs. 1,44,698/-) and towards the balance of construction cost (Rs. 9,37,500/-) as per the demands raised by the Bestech / respondents.
  - x. In this regard, it is pertinent to note that as per clause 14 of the BBA, the respondents had promised to hand over the possession of the office unit within a period of (24) twenty-four months from the date of execution of the agreement viz., from 25.07.2007. In other words, the possession was to be handed over by the respondents on or before 25.07.2009.
  - xi. On 02.08.2007, Bestech issued a confirmation letter confirming the agreement to sell dated 25.07.2007, executed earlier vis-à-vis the office unit admeasuring 2,500 sq. ft. @ Rs 5,000 sq. ft., which was earlier in the name of M/s. Hiteshi Leasing and Housing (P) Ltd., stood transferred to



- complainant's name. However, the increased rate of Rs. 5,105/- per Sq. Ft., was later indicated in the BBA. This clearly shows that the demands raised by the Bestech are always arbitrary and ambiguous.
- xii. On 02.04.2009 a letter was sent by Bestech to the complainants whereby a demand for Rs. 15,62,500/- was raised pertaining to some alleged outstanding dues for construction of GF, 3rd and 5th floor slab which was however under protest, duly remitted by the complainants. The interest on delayed payments demanded by the respondents, was at 18% p.a. compounded quarterly.
- xiii. Again on 21.08.2009 another demand letter was sent by Bestech whereby another demand of Rs. 18,43,750/- was raised on account of alleged non-payment of installment and interests on delayed payments of Rs. 3,00,663/-. The respondents stated that the demands be met by 30.09.2009 and in the event of any failure, Bestech would cancel the unit allotted to the complainants.
- xiv. On 29.09.2009, a reply to the above referred demand letter of Bestech was issued by the complainants wherein they said an amount of Rs. 10,93,750/- has already been paid by them leaving a balance of only Rs. 7,50,000/- which was mainly on account of the 3 units of parking spaces and these were not a part of the original payment plan. It was further clarified by complainants that 100% of the installment, amounting to Rs. 1,12,50,000/-, have already been paid by them and even the 9th installment, which was payable on the completion of flooring works, had been paid by them despite the fact, the flooring works were incomplete. It was thus made amply clear to the respondents that in view of the above, the question of paying interests on delayed payments does-not arise at all

and was wholly illegal. However, the respondents never replied back to his letter.

- xv. On 30.09.2009, the complainants sent another letter to Suvarcha Marwah, Senior Manager of Bestech wherein it was stated inter alia that as per original allotment letter dated 12.07.2007, it was agreed that car parking charges and interest free maintenance security deposit will be paid at the time of handing over of the possession. The complainants further stated the payment plans indicated in the allotment letter and also in the bba were entirely different and that the change was done unilaterally without the consent of the complainant. The complainants further said they had made full and 100% of the payments as per the original allotment letter and had paid even the 9th installment of payment which was not due as the flooring works were incomplete even as on 29.09.2009. no reply was ever furnished by the respondents to the complainants.
- xvi. A follow up letter dated 10.06.2011 was sent by the complainants to Sh. Dharmendra Bhandari, Director of Bestech / respondent no. 2 where-in a reference of the meeting of the complainants with Mr Sailesh Kumar, Sr. Manager (Sales), Bestech on 28.04.2011 was made, while duly pointing out the huge and enormous delay caused by Bestech in handing-over of the possession despite timely remittance of Rs.1,28,87,000/- to the Bestech. It was also pointed out by the complainants that no lessee was identified by Bestech as per their promise which has resulted into a huge financial loss to the complainants. The complainants put on record their demand that Respondents should also be paying interests at the rates of 18% p.a. on the delay in handing over of the possession. Again, no reply was furnished by the Bestech to this letter of the complainants.

- xvii. On 01.07.2013, Bestech sent another letter to the complainants stating they have received the completion certificate. It may be added that the complete inefficiency, negligence and explicit violation of the BBA by Bestech is incontrovertibly established by their letter dated 01.07.2013 sent to the complainants wherein they had stated that they have received the occupation certificate on 08.05.2013 from the Office of Directorate of Town and Country Planning, Haryana. Thus, it is unequivocally established and explicitly admitted by Bestech that while the possession was to be given by 24.07.2009 by Bestech, they received the occupation certificate only on 08.05.2013 i.e. after a long, inordinate, and unexplained delay of almost four (4) years. Further, it is trite law that receiving of the occupational certificate by bestech did not mean that the office unit was ready for occupation. It is a well settled law that issuance of occupational certificate simply certifies that some aspects and parameters of the construction has been completed and does not mean that the property is ready for occupation.
- xviii. The office unit of which bestech was allegedly trying to give possession to the complainants vide their letter dated 01.07.2013 did not even have walls to differentiate it from the rest of the floor. Even today the office unit has no walls or boundaries and there is no demarcation as to where the complainant's office unit is located.
- xix. On 01.07.2013 Bestech had also sent an invoice whereby once again arbitrary amounts on account of three car parking and advance maintenance charges @ Rs 3 per sq.ft. for 12 months amounting to Rs. 90,000/- were demanded which were beyond the scope the BBA and were arbitrarily and unilaterally imposed upon the complainants.



- xx. The absolute *malafide* of the respondents is clear from the contents of the letter dated 09.10.2013 wherein they refer to their alleged "offer of possession" in their earlier letter 01.07.2013. A perusal of the letter dated 01.07.2013 clearly shows that there is no mention whatsoever of any offer of possession, which Bestech could not have offered in any case as the office unit was and still is not completed. Once again enhanced EDC, Service Tax, interest @ 18%, AMC for 12 months etc., were demanded with instructions to pay part payment to Bestech and the balance payment be paid to park view facilities. The complainants had no privity of contract with park view facilities which shows that the demands were beyond contract, arbitrary and fabricated.
- xxi. From 01.07.2015 till 18.04.2024 various arbitrary, unwarranted and unsustainable invoices (amounting to 14 in Nos.) were raised while some were raised as tax invoices and others were titled as invoices. Left with no other alternative the complainants were constrained to send a legal notice dated 01.12.2022 to the respondents. However, no reply whatsoever was received by the complainants.
- xxii. The respondents are guilty of misrepresentations to not only the complainants, but to the public at large. Bestech's website [i.e. [bestechgroup.com](http://bestechgroup.com)] clearly states that the Bestech Business Tower, Gurugram was completed in the year 2012 whereas by their own admission vide letter dated 01.07.2013 they have confirmed receipt of the occupational certificate only on 08.05.2013.
- xxiii. The complainants are entitled to refund, of their money amounting to Rs. 1,44,80,150/- along with interest @ 18% compounded quarterly, which is as per Bestech own demand invoices wherein they used to raise similar demands on the complainants. The complainants have fulfilled their

contractual obligations arising out of the said BBA, but in spite of the same the complainants have been cheated and incessantly harassed by the respondents. Therefore, the complainants deserve and are entitled to be compensated for the loss of interest from the respondents similar to the manner in which the respondents were charging the complainants.

**C. Relief sought by the complainants**

4. The complainants have filed the present complaint for seeking following reliefs:
  - i. Direct the respondent to refund of total amount of Rs. 1,44,80,150/- paid by the complainants to the respondents along-with interest.
5. On the date of hearing, the authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act and to plead guilty or not to plead guilty.

**D. Reply by the respondents**

6. The respondent has raised certain preliminary objections and has contested the present complaint on the following grounds:
  - i. The present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. The occupation certificate in respect of the project was issued by the competent authority on 08.05.2013, i.e. well before the notification of the Haryana Real Estate Regulation and Development Rules 2017 (hereinafter referred to as the 'Rules').
  - ii. The complaint is barred by limitation and liable to be dismissed on this ground as well. Symbolic possession of the unit was offered by to the allottees as far back as on 01.07.2013. The so-called cause of action, if any, arose in favour of the respondents more than 10 years ago. The complaint is liable to be dismissed as time barred.

- iii. That respondent no.1, Bestech India Private Limited (hereinafter referred to as Bestech/respondent no.1) is a reputed and renowned real estate developer, enjoying an impeccable reputation in the real estate industry for the disciplined and time bound execution of projects undertaken by it. The projects implemented by Bestech are considered to be architectural landmarks. Bestech has successfully developed residential, commercial and IT projects in Gurgaon after obtaining necessary permissions and approvals from the competent authorities in accordance with law. The associate companies of Bestech have also constructed and made operational Radisson Hotels in Gurgaon, Indore (Madhya Pradesh), Noida and at Nagpur. Respondent No. 1 has promoted and developed "Bestech City" a duly approved residential colony in Dharuhera, District Rewari.
- iv. M/s Hiteshi Leasing and Housing Pvt Ltd entered into an agreement with Bestech/respondent no.1 for purchasing cyber space in the duly licensed Information Technology Park known as "Orient Bestech Business Tower" located on NH8 in Village Khandsa, Gurgaon, Haryana, hereinafter referred to as "the project".
- v. The complainants no.1&3 along with Shri O S Lochab (hereinafter referred to as the allottees), had approached M/s Hiteshi Leasing and Housing Pvt Ltd through their property dealer, Vinod Jain of Viva Associates located at 8, Chandra House, Shaheed Bhagat Singh Marg, Doctors lane, Gole Market, New Delhi -110001 and expressed their interest in booking a unit in the project. The allottees entered into an agreement with M/s Hiteshi Leasing and Housing Pvt. Ltd. for purchasing area admeasuring 2,500 sq. ft. for total sale consideration of Rs.1,25,00,000/-. The allottees paid an amount of Rs.18,75,000/- to M/s Hiteshi Leasing and Housing Pvt Ltd, by cheque no. 822893, 024010, 039808, 706434 dated 12.07.2007 drawn on Oriental

Bank of Commerce, HSBC Bank Ltd. & Andhra Bank constituting 15% of the total sale consideration. In terms of the said agreement, 40% of total sale consideration was agreed to be paid by the allottees on or before 01.09.2007 i.e. Rs.18,75,000/- payable by 01.09.2007 and Rs.12,50,000/- payable by 01.10.2007. The balance sale consideration was agreed to be paid by the allottees directly to Bestech.

- vi. With reference to the aforesaid agreement to sell dated 25.07.2007, Bestech acknowledged transfer of 2500 sq. ft. space which was earlier in the name of M/s Hiteshi Leasing and Housing Pvt Ltd, in favour of the allottees. Under cover of letter dated 19.05.2009, the buyer's agreements were handed to the allottees for execution. buyer's agreement was eventually executed by the allottees only on 15.07.2016. The buyer's agreement was willingly and consciously executed by the allottees after fully understanding and accepting its terms and conditions. The allottees were provisionally allotted IT/cyber space no.303 on the 3rd Floor of the said project admeasuring 2500 sq. ft. approximately.
- vii. The allottees had agreed and undertaken to make timely payment of instalments as per the applicable payment plan. However, the allottees defaulted on numerous occasions on account of which demand notices and reminders for payment were issued to the allottees. The allottees admitted delay on their part in making payments while expressing their inability to make timely payment due to financial constraints and sought more time to clear their dues. Respondent no.1 acceded to the request made by the allottees subject to payment of interest for delay as per agreed terms and conditions between the parties.
- viii. Initially the 4<sup>th</sup> floor of the project had been identified for such allottees who wanted to avail possession of the units booked by them for their own



use. Such units have been duly partitioned by construction of intervening walls, provisioning of electrical wiring, internal fixtures, fittings etc at the cost of the allottees. At the time of booking it was communicated to the allottees that in case of units meant for self-use, in addition to the bare shell cost of the unit for self-use, the allottees would also be liable to bear the charges towards the necessary works including construction of partitions, electrical wiring, internal fixtures, fittings etc in accordance with clause 4.3 of the buyer's agreement. The allottees were not prepared to make payment for such works and as such opted for a unit on 3rd Floor, ear marked for leasing. Accordingly, IT space /cyber unit bearing no 303, located on the 3rd floor of the project and earmarked for leasing was allotted to the allottees, which allotment was duly accepted by the allottees by execution of the buyer's agreement in respect of the unit.

- ix. Spaces meant for self-use and those earmarked for leasing are dealt with differently in the buyer's agreement. Units such as the unit allotted to the allottees, meant to be leased out by Bestech to prospective lessees are sold on bare shell basis, without any partitions and not capable of independent use as prospective lessees prefer to take entire floors of the building on lease and carry out fit outs/interiors as per their individual convenience.
- x. Clauses 14, 15 and 16 of the buyer's agreement deal with IT spaces/cyber units that are intended to be leased out to proposed lessees to be identified by Bestech. In such cases physical possession of the IT space/cyber unit is not intended to be offered to the allottee. Instead, Bestech is authorised by the allottee to identify a suitable lessee, at its absolute discretion, and to negotiate the terms and conditions of lease on behalf of the allottee. Upon identification of a lessee by Bestech, the period stipulated in the contract for delivery of possession shall not apply. The allottee in such case shall be

entitled to rent paid by the lessee and shall not be entitled to possession of the cyber unit. Respondent no. 1 craves leave of this Hon'ble Authority to refer to and rely upon the said amongst other clauses of the buyer's agreement, at the time of addressing arguments in the matter.

- xi. Clause 17 provides that where an allottee is desirous of obtaining possession, in that case, Bestech has the absolute discretion to allot a different cyber unit situated on a floor which may be subsequently identified for self-users in the project.
- xii. Clause 18 of the buyer's agreement provides that where the option of lease is not availed by the developer and possession is delivered to the allottee, in such case, the allottee upon taking possession of the said premises shall not have any claim against the developer in respect of any item of work, design, specification, building material etc.
- xiii. Clause 4.3 of the buyer's agreement provides that the price of the IT space/cyber unit includes bare shell space, chilled water pipe upto the AHUs and single-point electric connection on each floor of the building and does not include the cost of electric fittings, internal fixtures, switches, electrical panels, electrical wiring, air handling units, fans, geysers, electric and water meters and connections etc., which shall be installed by the allottee at his/her own cost.
- xiv. After completion of construction, Bestech made an application for issuance of occupation certificate on 26.10.2012 and the same was issued on 08.05.2013. Bestech cannot be held liable for time taken by statutory authorities in issuing the occupation certificate and other approvals. Upon receipt of the occupation certificate dated 08.05.2013, symbolic possession of the unit was offered to the allottees vide letter dated 01.07.2013. The allottees were called upon to make payment of



outstanding amount as per the attached statement of account. It was also mentioned in the said letter that as a gesture of goodwill, maintenance charges had been reduced from Rs.15/- per sq. ft. to Rs.3/- per sq. ft.w.e.f. 01.09.2013 till 31.08.2014 or date of lease which ever was earlier.

- xv. Instead of clearing their outstanding dues, the allottees addressed a false and frivolous communication dated 22.07.2013 demanding possession of the unit as well as reimbursement of alleged losses which according to the allottees amounted to Rs.1,28,16,909/-.
- xvi. Bestech sent its reply dated 04.10.2013 denying the false and frivolous allegations put forward by the allottees in their letter dated 22.07.2013. By the said letter, the allottees were also called upon to clear their outstanding dues and to execute the buyer's agreement that had been sent to the allottees as far back as on 19.05.2009.
- xvii. Upon receipt of the letter dated 04.10.2013 from Bestech, the allottees duly accepted the explanation put forward by Bestech for delay in offering symbolic possession of the unit, to have been caused due to reasons beyond the power and control of the developer. The allottees addressed letter dated 08.10.2013 the allottees agreed to make the payments but requested for waiver of interest accrued on delayed payments. Cheques towards part payment of the outstanding dues towards sale consideration as well as maintenance charges were enclosed along with the said letter.
- xviii. The allottees also executed an affidavit whereby the allottees, *inter alia*, agreed and undertook to make payment of maintenance charges as and when demanded by the maintenance agency nominated by Bestech. Eventually, after considerable delay, the buyer's agreement was also executed by the allottees on 15.07.2016. Vide letter dated 12.04.2017, the

allottees were informed that an amount of Rs.1,44,697/- was payable by them on account of HVAT liability.

- xix. The unit allotted to the allottees is/was intended to be leased out by Bestech on best effort basis. In fact, Bestech had already leased out 1 lakh sq. ft. area in both towers of the project. However, post Covid 19 pandemic, almost all corporates preferred work from home concept for their employees and consequently lesser enquiries were being received from proposed lessees. Nevertheless, Bestech continued making sincere and earnest efforts to identify a suitable lessee. Bestech, on its part, made diligent efforts to identify a suitable lessee to take on lease the cyber unit allotted to the allottees as well as other units located in the building but was unable to do so due to prevailing market conditions/water logging on the service road leading to access to the project. In the meanwhile, the allottees were requested to clear their outstanding dues towards maintenance charges for the maintenance of the common areas and services of the project, in accordance with the buyer's agreement. The allottees were duly kept apprised by Bestech about its search for a suitable lessee.
- xx. In the meanwhile, the allottees as well as several other allottees in the project who had also booked units intended to be leased out, had also sought possession of their units. Under these circumstances, as a gesture of good will, Bestech decided to earmark the 3<sup>rd</sup> and 5<sup>th</sup> floor of the project, in addition to the 4<sup>th</sup> floor, for self-use so that possession of the units located on these floors could be handed over to the concerned allottees including the allottees of the unit in question.
- xxi. Bestech orally communicated to the allottees that possession of the unit in bare shell condition could not be handed over to the allottees and that

Bestech was willing to construct partitions, electrical wiring, fittings, fixtures and other works necessary to make the unit suitable for self use, provided the allottees makes payment for the said work in accordance with clause 4.3 of the buyer's agreement. The allottees were also reminded that the project being a Cyber Park, the unit could only be utilized for the IT/Cyber usage purposes in accordance with the usage as permitted by Government Authorities. The allottees did not provide their consent to make payment for work to make the unit suitable for self use and instead orally requested Bestech to continue its efforts locate a suitable lessee for their unit.

- xxii. Nothing further was heard from the allottees thereafter until the institution of the present false and frivolous complaint. Thus the allegations levelled by the complainants against the respondents are totally baseless and do not merit any consideration by the Hon'ble Authority. From the facts and circumstances set out in the preceding paras, it is evident that Bestech has acted strictly in accordance with the terms and conditions of the contract between the parties. There is no default or lapse on the part of the respondents. The allegations made in the complaint by the complainants are fabricated and concocted with a view to justify their own breaches and lapses. The complainants are not entitled to any relief. This is without prejudice to the submission of the respondents that RERA is not applicable to the project in question and that the delay, if any, has been caused due to reasons which were wholly beyond the power and control of the respondents.
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. Jurisdiction of the Authority**

8. The preliminary objections raised by the respondent regarding jurisdiction of the Authority to entertain the present complaint stands rejected. The Authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with office situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject-matter jurisdiction**

10. Section 11(4)(a) of the Act provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11**

.....

*(4) The promoter shall-*

- (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations

by the promoter as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Observations of Authority with regard to maintainability of complaint on account of complaint is barred by limitation.**

12. The respondent has filed the reply on 03.04.2025, which is taken on record and raised the preliminary objection in its reply that the complaint is not maintainable being barred by limitation. It is necessary to deal with the preliminary objection before proceeding with the reliefs sought by the complainant.
13. On consideration of the documents available on record, the authority observes that the complainants herein was allotted a unit bearing no. 303, 3<sup>rd</sup> floor, admeasuring 2500 sq. ft., in project of the respondent named "Orient Business Tower" situated at NH-8, Sector-34, Gurugram vide allotment letter dated 02.08.2007, and an apartment buyer's agreement was also executed between the complainants herein and the respondent regarding the said allotment on 25.07.2007. The occupation certificate for the subject unit has been obtained by the respondent promoter on 08.05.2013 and the possession has been offered on 01.07.2013.
14. The complainants want to withdraw from the project and are seeking refund of the amount paid by them along with interest. The respondent while on the other hand is pleading that the present complaint is barred by limitation as the complainants have got the offer of possession on 01.07.2013 and the complainants have filed the present complaint after a long delay on 16.10.2024 i.e., lapsed of 11 years, 3 month and 9 days (4119 days) of the offer of possession. Thus, the claim of the complainants is not maintainable. Both the parties through their respective counsels advanced submissions with regard to the maintainability of the compliant on the ground of the limitation.

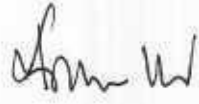
15. In line with the aforesaid facts and submissions made by the parties and documents placed on record, the Authority observes that the unit was allotted to the complainant on 02.08.2007, a buyer's agreement in this regard was executed on 25.07.2007. Though the possession of the unit was to be offered on or before 25.07.2009 after completion of the project but the same was offered only on 01.07.2013 after receipt of occupation certificate on 08.05.2013. So, limitation if any, for a cause of action would accrue to the complainant w.e.f. 01.07.2013. So far as the issue of limitation is concerned, the Authority is cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances.
16. Further, as observed in the landmark case i.e. ***B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]*** the Hon'ble Supreme Court held that "Law assists those who are vigilant and not those who sleep over their rights." Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law.
17. In the light of the above stated facts and applying aforesaid principles, the authority is of the view that the present complaint is not maintainable after such a long period of time. The procedure of law cannot be allowed to be misused by the litigants even in cases where allottees have availed certain

benefits prior to the execution of conveyance deed. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause. In light of the above, the complaint is not maintainable and the same is declined.

18. Complaint as well as applications, if any, stands disposed off accordingly.
19. File be consigned to registry.



**(Phool Singh Saini)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 23.12.2025**

**HARERA**  
**GURUGRAM**