

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

Complaint no.: 5926 of 2024
Date of decision:- 26.11.2025

1. Bharpai Devi Nagill
2. Vidhu Nagill
Both R/o:- G-9, GF, Block-G,
South City-2, Gurgugram, Haryana

Complainants

Versus

1. M/s. DLF Limited.
Office at:- Floor-1st, DLF Gateway Tower,
R Block, DLF City, Phase-III, Gurugram-122002.

2. Mr. Jaswant Begwani
R/o- P073, DLF New Town Heights,
Sector-90, Gurugram.

Respondent

CORAM:

Ashok Sangwan **Member**

APPEARANCE:

Parveen Nagill (AR) **Complainants**
Ishan Dang (Advocate) **Respondent no. 1**
Vijay Pal Chauhan (Advocate) **Respondent no. 2**

ORDER

1. The present complaint dated 05.12.2024 has been filed by the complainants under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) for violation of the

provisions of the Act wherein it is *inter alia* prescribed that any aggrieved person may file a complaint with the Authority for the violation of any provisions of the Act or the rules made thereunder against any real estate agent.

A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	DLF Privana South
2.	Location of the project	Village-Shikohpur and Kherki Daula, Sector-76-77, Gurugram Manesar Urban Complex, Gurugram, Haryana.
3.	Nature of the project	Residential Colony
4.	DTCP license no.	License no. 219 of 2023 dated-25.10.2023
5.	Registered/not registered	Registered Vide registration no. 116 of 2023 Dated-18.12.2023
6.	Allotment letter	05.01.2024 (As on page no. 8 of complaint)
7.	Unit no.	PSE171, Type-4BHK, Tower no.-E,

		Floor no. 17 (As on page no. 25 of complaint)
8.	Area of the unit	2136.380sq.ft. [carpet Area] (As on page no. 24 of complaint)
9.	Agreement For Sale	08.02.2024 (As on page no. 23 of complaint)
10.	Possession clause	<p>CLAUSE-7.</p> <p>POSSESSION OF THE SAID APARTMENT FOR RESIDENTIAL USAGE:</p> <p>7.1 Schedule for possession of the said Agreement for residential usage</p> <p><i>The Promoter assures to offer to obtain the Occupation Certificate for the Building by 31.03.2031 and thereafter handover possession of the said apartment for residential usage along with parking as agreed terms and conditions by 30.06.2031.</i></p> <p>(As on page no. 29 of complaint)</p>
11.	Due date of possession	31.03.2031
12.	Total sale consideration	Rs.6,57,20,958.90/- (As on page no. 25 of complaint)
13.	Total amount paid by the complainant	Rs.65,72,095.89/- (As on page no. 25 of complaint)
14.	Occupation certificate	Not obtained

15.	Offer of possession	Not offered
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B. Facts of the complaint:

3. The complainants made the following submissions in the complaint:
 - I. That I had booked a flat on 24.12.2023 in DLF Privana South in Sector-77, through Jaswant Begwani alias Jaswant Jain (property Dealer-Urban Ghar) At that time, there was an arrangement that Jaswant Jain would keep 0.5% of the amount of commission received from DLF against my fault and return the remaining amount to me. This commitment was provided on Email by Jaswant Jain.
 - II. Jaswant Begwani received 3% commission from DLF Ltd. he returned 1.5% to me instead of 2.50% and embezzled Rs.6,25,912/- from me.
4. The present complaint was filed on 05.12.2024 and registered as complaint no. 5926 of 2024. Vide proceedings dated 14.05.2025, the AR of the complainants was directed to file application for amendment of title within a period of two weeks. The same was done on 20.06.2025 and vide proceedings dated 03.09.2025, the impleadment of the co-allottee Mrs. Vidhu Nagill was allowed.

C. Relief sought by the complainants:

5. The complainants have sought following relief(s):
 - i. Direct the respondent no.2 to provide Rs.6,25,912/- with interest and compensation as the Authority deems fit.

D. Submissions made by respondent no.1

6. An application for deletion the name of respondent no.1 was filed by the respondent no.1 i.e., M/s. DLF Limited on 29.01.2025 on the

ground that the complainants has claimed that they had an inter se agreement with the broker i.e., respondent no.2 pertaining to return of a percentage of commission amount. The complainants have no cause of action qua respondent no.1 and respondent no.1 is neither a necessary party nor a proper party in the present complaint. Vide proceedings dated 08.10.2025, the application for deletion of name of respondent no. 1 was allowed.

E. Reply on behalf of respondent no.2

7. The respondent no.2 has submitted the following:

- I. That the present complaint is not maintainable and is liable to be dismissed its threshold itself as the complainant has wilfully suppressed and concealed material facts from this Authority and made representation of facts and wrong statements and all with a view to extorting money from the respondent.
- II. That the present complainant is untenable and should be dismissed as the complainant's are not the property agents who receive commission and not registered with any Govt. Agency. Therefore, without establishing a valid agent or agency, complainants have no right to receive any commission.
- III. That complaint itself is liable to be rejected at the threshold as the dispute is not with the original allottee/ complainants but with Mr. Praveen Nagil who is the husband of allottee no.2 Mrs. Vidhu Nagil. All the communication done by respondent no.2 with Mr. Pravin Nagil not the complainants.
- IV. That the respondent is a law -abiding person and registered property agent and registered with RERA Authority vide

registration No. RC/HARERA/GGM/1582/1177/2021/184 and still valid.

- V. That Mr. Pravin Nagil approached to respondent to purchase residential apartment in the project for himself on the behalf of complainants. Mr. Pravin Nagil asked respondent no.2 that how much commission he get from this booking then respondent no.2 suggest for 2% commission.
- VI. Than Mr. Pravin Nagil forced to the respondent if he booked this unit through respondent no.2, than respondent no.2 gave him full commission of the deal. The business of respondent no.2 was not going good and under pressure he agreed to pay 1.5% to the complainants and will retain only .5% of the said commission. That the present complainants are taking undue advantage and Mr. Pravin Nagil as well. It is humbly submitted neither the complainants nor Mr. Praveen Nagil are registered agent and not take the commission which is earned by respondent no.2.
- VII. That as per commitment the complainants had received Rs.9,38,000/- from the respondent and admitted the same in his complaint. The complainants/ Mr. Pravin Nagil grabbed more money by twisting the actual facts which is livelihood of respondent no.2.
- VIII. That the present complaint is not maintainable and liable to be dismissed as the complainants utter motive is monetary gain which is clear from the fact that the complainants concealed the material facts from the Authority and tried to mislead with inaccurate facts.
- IX. That the present complaint is not filed with the Authority letter of complainant no.2 i.e., Mrs Vidhu Nagil and not in proper format.

Also, no agreement has been filed with the complaint which is mentioned in the complaint. All the communications were done with Mr. Praveen Nagil not with the complainants also no proper amended title has been filed. It is also humbly submitted that no affidavit with regard to emails under Section 65 B filed with the complaint that mail and whatsapp relate with the complainants.

7. Vide proceedings dated 08.10.2025, the arguments respondent no.2 and complainants were heard and the Order was reserved for pronouncement for 19.11.2025 and the parties were granted an opportunity to file written submissions within a period of two weeks. Written submissions on behalf of the complainants was filed on 23.10.2025 and on behalf of respondent no. 2 on 03.09.2025.

F. Written submissions on behalf of complainants:

8. The complainants have made the following submissions:

- I. That the complainant has booked a flat on 24.12.2023 in DLF Privana South in Sector-77 through respondent no.2 i.e., Jaswant Begwani (registered real estate agent with RERA registration no. RC/HARERA/GGM/1582/1177/2021/184 and Property Dealer License No. 2147/Collector/G/PD/2016 dated 29.10.2021).
- II. Before the booking of the flat, there was an agreement on Email that Jaswant Begwani would keep 0.5% of the amount of commission received from DLF against the complainant flat and return the remaining amount to the complainant. This commitment was provided in written by Jaswant Begwani on E-mail.
- III. On 24.12.2023 in the first email, Jaswant Jain committed that he will return the brokerage keeping 0.5% with him. After that I

discussed with him over phone and asked about commission/brokerage from DLF as show in DLF launching presentation.

- IV. DLF launching presentation link was shared to me by Jaswant Jain on 21.12.2023 on Whatsapp. It was clearly communicated by DLF in their launching presentation that the the "Brokerage %" would be "2% + Success". As I came to know through the presentation, I asked Jaswant Jain on phone to clearly mention in Email that he will keep 0.5% from the total money received from DLF against your booking with me along with GST and deducted TDS itself.
- V. Vide second email, Jaswant Jain informed me over phone call that he clearly mentioned about the money reversal as per the presentation shown by the DLF. He further informed that the property dealer business is based on faith and if he will not fulfil his commitment, DLF will take strong action against him and he will be out from the property market.
- VI. The respondent no. 2 insisted the complainant not to waste time in discussion and pay Rs.50,00,000/- to DLF immediately otherwise DLF will allocate this unit to someone else. DLF has given 3% amount to Jaswant Begwani against the complainant unit which is more than Rs.18,77,737/- Jaswant Begwani returned only Rs.9,38,000/- to the complainant in place of Rs.15,64,781/- as per his written agreement on Email dated 24.12.2023.

G. Written submissions on behalf of respondent no.2

9. The respondent no.2 has made the following submissions:

- I. That the respondent no. 2 is a registered agent under the Act, 2016. Throughout his professional career, he has consistently adhered to all regulations and has never engaged in any violations of the Act.
- II. That the complainant booked a flat on 24.12.2023, in the DLF Privana South Project, Sector 77, through respondent no. 2. Respondent no. 2 is a registered real estate agent with RERA registration number RC/HARERA/GGM/1582/1177/2021/184 and holds a property dealer license number 2147/Collector/G/PD/2016, dated October 29, 2021.
- III. That no agreement was made between the parties regarding the commission. The complainants are the joint buyers of the flat, while respondent no. 2 is the registered agent, and DLF is the seller.
- IV. That respondent no. 2 offered to assist the Mr. Praveen Nagill on behalf of complainants in their search for a suitable flat, proposing to charge a commission of 2% on the total value of the deal. However, citing ongoing challenges in the current market that have affected their workload, the respondent no. 2 communicated to the complainants that they would be willing to share part of the commission. Specifically, the respondent agreed to give the complainants 1.5% of the total 2% commission, retaining only 0.5% for himself. This arrangement was intended to facilitate the complainants' search for a flat while providing some financial relief to the respondent amidst a tough market environment.
- V. That Mr. Praveen Nagill, representing the complainants, seeks to claim the entire commission from respondent no. 2, who is the property agent involved in the deal. It appears that Mr. Praveen Nagill is acting dishonestly and out of greed in his attempt to acquire

the total commission from respondent no. 2. Respondent No. 2 has already paid Mr. Praveen Nagill 1.5% out of the 2% commission and respondent no.2 has retained only 0.5%.

- VI. That the present complainants are taking undue advantage and Mr. Pravin Nagil as well. It is humbly submitted neither the complainants nor Mr. Praveen Nagil are registered agent and not take the commission which is earned by respondent no.2.
- VII. That as per commitment, the complainants had received Rs.9,38,000/- from the respondent no. 2 and admitted the same in present complaint. The complainants had grab more money by twisting the actual facts which is livelihood of respondent no.2.
- VIII. That the respondent no.2 has fulfilled its all illegal obligations of complainants which are against the principle of natural justice, but the complainants and Mr. Pravin Nagill harassed the respondent and extort more money from the respondent no. 2.
- IX. That the complainants are trying to take benefit from his own wrong doings. On a meaningful reading of the complaint, it is manifestly found to be vexatious and meritless in the sense of not disclosing any clear right to sue, therefore is liable to be dismissed. It is humbly submitted that the present complaint filed by the complaints does not falls under the Act as there is no violation on the part of respondent no.2.
- X. That the present complaint is not maintainable and liable to be dismissed as the complainants' utter motive is monetary gain which is clear from the fact that the complainants concealed the material facts from the Authority and tried to mislead with inaccurate facts.

- XI. That the current complaint has been submitted without any authority letter from complainants' no. 1 and 2, designating Mr. Praveen Nagill as their representative, and it does not adhere to the proper format. Additionally, no agreement referenced in the complaint has been included. All the communications were conducted with Mr. Praveen Nagill, not with the complainants themselves, and there is no properly amended title filed.
- XII. That there has been no deficiency in service or unfair trade practice on part of respondent no. 2. The services promised were duly rendered, and the transaction was completed. There is no issue pertaining the project, unit. Hence, there arises no cause of action against the respondent no. 2.
- XIII. That the complaint is motivated, vexatious, and filed with malafide intention, aiming to harass respondent no. 2 and to make unjust enrichment at his expense.
- XIV. That respondent no. 2 has acted in good faith throughout the transaction and has no liability whatsoever towards the complainant beyond the already refunded amount. The complaint deserves to be dismissed with exemplary costs for being false, baseless, and an abuse of the process of law.

9. Copies of all the relevant documents have been filed and placed on 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.

H. Jurisdiction of the authority:

10. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

H.I Territorial jurisdiction

11. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices 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.

H.II Subject matter jurisdiction

12. Section 11(4)(a) of the Act, 2016 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

13. 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 leaving aside compensation

which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

I. Findings on the relief sought by the complainants.

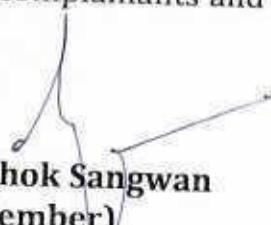
I.I Direct the respondent no.2 to provide Rs.6,25,912/- with interest and compensation as the Authority deems fit.

14. In the present complaint, the complainants are seeking an amount of Rs.6,25,912/- along with interest from the real estate agent i.e., respondent no.2. The complainants have submitted that a flat was booked by her in the project i.e., "DLF Privana South" situated at Sector-77, Gurugram, Haryana, through respondent no.2. i.e., Jaswant Begwani and there was an agreement that respondent no.2 would keep 0.5% of the amount of commission received from respondent no.1 and return the remaining amount to the complainants. The respondent no.2 received 3% commission from respondent no.1 and returned 1.50% of the commission to the complainants instead of 2.50% and embezzled an amount of Rs.6,25,912/-.

15. The respondent no.2 has submitted that no agreement was made between the parties regarding the commission. The complainants are the joint buyers of the flat, while respondent no. 2 is the registered agent, and DLF is the seller. Specifically, the respondent agreed to give the complainants 1.5% of the total 2% commission, retaining only 0.5% for himself. This arrangement was intended to facilitate the complainants' search for a flat while providing some financial relief to the respondent amidst a tough market environment. There has been no deficiency in service or unfair trade practice on part of respondent no. 2. The services promised were duly rendered, and the transaction

was completed. There is no issue pertaining the project, unit. Hence, there arises no cause of action against the respondent no. 2.

16. On consideration of the facts of the case and the documents submitted by the parties, the Authority is of the view that so far as the respondent no.1 is concerned, there is no relief specifically sought against it being the promoter/developer to whom consideration amount has been paid by the registered real estate agent. In view of the aforesaid, no relief lies against respondent no.1 whose name has already been deleted from the array of parties.
17. So far as respondent no.2 is concerned, the Authority is of the view that the committed amount has already been paid by respondent no.2 to the complainants. Further, there is nothing on record to prove that any other commitment or assurance was made to pay an additional amount to the complainants.
18. In view of the above, no relief can be granted to the complainants and consequently, the complaint is hereby dismissed.
19. File be consigned to registry.



Ashok Sangwan
(Member)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 26.11.2025