

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

Complaint no. : 1907 of 2025
Complaint filed on : 08.04.2025
Date of decision : 12.11.2025

Sh. S. N. Bhargava

R/o- Fancy Society, Vasundhara Enclave Flat no.304

Complainant

Versus

JMD Limited

**Regd. Office at: 6, Devika tower, Nehru Place, New
Delhi-110019**

Respondent

CORAM

Shri Ashok Sangwan

Member

APPEARANCE:

Sh. S. N. Bhargav (Complainant in person)

Complainant

Sh. Venkat Rao and Ms. Gunjan (Advocates)

Respondent

ORDER

1. The present complaint dated 08.04.2025 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 provisions of the Act or the Rules and regulations made there under 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:

CR/1907/2025 case titled as Sh. S. N. Bhargava Versus JMD Limited

S. No.	Particulars	Details
1.	Name of the project	"JMD Regent Plaza", Sector 28, Gurugram
2.	Project area	Commercial colony
3.	Nature of the project	1.97 acres
4.	DTCP license no. and validity status	9-10 of 2003 dated 24.06.2003 valid upto 23.06.2009
5.	Name of licensee	Gajraj Singh & Ors.
6.	RERA Registered/ not registered	Not registered
7.	Unit no.	Showroom space no. GF-10, Ground Floor (Page 13 of complaint)
8.	Unit area admeasuring	796.96 sq. ft. (super area) (Page 13 of complaint)
9.	Date of execution of Apartment Buyer's Agreement	12.04.2005 (Page 2 of reply)
10.	Possession clause	6. <i>"That the possession of the said premises has been handed over by the company to the purchaser today and the purchaser confirms the taking of possession of the said premises from the company. Before taking possession, the purchaser has satisfied himself in all respect to the extent of the area as also quality of construction of the said premises."</i> (as per BBA on page 14 of complaint)
10.	Due date of possession	Not required as unit in question was ready to move-in
11.	Total sale consideration	Rs.27,89,360/- (As per BBA on page 13 of complaint)

12.	Amount paid by the complainant	Rs.27,89,360/- (As per BBA on page 13 of complaint)
13.	Occupation certificate	09.07.2004 (As per BBA on page 13 of complaint)
14.	Completion certificate	22.06.2009 (page 30 of reply)
14.	Offer of Possession	12.04.2005 (as per clause 6 of BBA)

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
 - i. That the complainants purchased from JMD Ltd., a unit already tenanted GF-10, in JMD Regent Plaza, MG Road, Gurugram for a sum of Rs.27,89,360/- by entering into commercial premises buyer's agreement on 12.04.2005, with Span Properties Pvt. Ltd., predecessor in interest of JMD Ltd, through its Managing Director, Sri Sunil Bedi.
 - ii. That the payment was full and final and possession was given. As per clause 27, of the agreement, seller promised to sell and convey the conveyance, after obtaining requisite sanctions/permissions from authority. All these times, we were orally pursuing to get conveyance done.
 - iii. That in this regard complainants wrote on 04.03.2025, to Sri Sunil Bedi and also took the matter with JMD Ltd's legal and CRM team, who are denying any liability to enter into sale agreement and getting it registered. We objected to this reply on 05.04.2025. Since, we wish to sell the unit, delay in registration is putting us to financial loss.
 - iv. That necessary direction may kindly be issued under section 37 of HRERA, by Rera to builder. Since, the premises buyer's agreement has been executed on 12.04.2005 i.e., prior to the commencement of the Real Estate (Regulation and Development) Act, 2016. Therefore, the authority is requested to treat the present complaint as an application for non-

compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the RERA.

- v. Section 19 (11) of RERA prescribes that, every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided under sub-section (1) of section 17 of this Act. The complainant is always prepared to participate towards registration of the conveyance deed of the unit GF-10.
- vi. Territorial Jurisdiction: As per notification no. 1192/2017-ITCI dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the unit falls within jurisdiction of RERA.
- vii. Limitation: JMD Ltd does not say in its reply dated 04.04.2025, that request made by us is delayed. The complainant has paid the whole of the sale consideration money. No demand of registration charges for execution and registration of sale deed and any other dues have been demanded from purchaser by seller, JMD Ltd. Their deficiency is a continuous default. In view of this, the complaint does not suffer from limitation or laches.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 - I. Direct the respondent to execute the conveyance deed in respect of the allotted unit.
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. That the respondent has contested the complaint on the following grounds:

i. That commercial buyer's agreement (CBA) dated 12.04.2005, was executed in favor of Mr. S.N. Bhargava (the present complainant) and Mrs. Kumud Bhargava in respect of showroom space no. GF - 10, admeasuring 796.96 sq. ft. Thereafter, the co-buyer i.e., Mrs. Kumud Bhargava, had requested M/s Span Properties Ltd. to transfer a certain portion from her share in the subject unit to Vinita Bhargava and Komal Bhargava and requested for addition of their name as purchaser with respect to the subject unit. That accepting the request of the co-buyer, M/s Span Properties Ltd. *vide* letter dated 10.04.2006 with respect to addendum to CBA dated 12.04.2005, accepted the request of the co-buyer and accordingly the names of Vinita Bhargava and Komal Bhargava were added as purchasers in the CBA. Relevant extract of the letter dated 10.04.2006 is reproduced herein below:

"We would like to inform you that we have accepted your request and decided to incorporate the names of Purchasers in the Commercial Premises Buyer's Agreement dated 12.04.05 with respect to Showroom/Office Space No. GF-10, in "JMD Regent Plaza", Gurgaon. The names of Mrs. Vinita Bhargava and Komal Bhargava have been accepted as Purchasers out ½ share of Mrs. Kumud Bhargava in the above stated Commercial Premises Buyer's Agreement, in the following manner:

1.	S.N. Bhargava	-1/2 share
2.	Mrs. Kumud Bhargava	-1/6 th share
3.	Mrs. Vinita Bhargava	-1/6 th share
4.	Ms. Komal Bhargava	-1/6 th share

ii. Thereafter, the complainant and co-buyer requested for addition of Keshav Bhargava's name, and the same was added *vide* Letter dated 20.02.2007.

iii. Thereafter, the complainant and the co-buyer of the subject unit, *vide* letters dated 10.03.2010, acknowledged the addition of the below-mentioned person as purchaser of the subject unit:

S.No.	Name	Share	Your Letter dated
i.	Vinita Bhargava	1/6	10.04.2006
ii.	Komal Bhargava d/o Vinita Bhargava	1/6	-do-

possession of the subject unit was handed over on 12.04.2005 and the buyers are satisfied with the subject unit in all aspect including area and quality of construction. Clause 6 of the CBA is reproduced herein:

"6. That the possession of the said Premises has been handed over by the Company to the Purchaser today and the Purchaser confirms the taking over of Possession of the Said Premises from the Company. Before taking possession the Purchaser has satisfied himself in all respect with regard to the extent of the area as also quality of construction of the said Premises."

- x. That the possession of the subject unit was handed over to the complainant and the co-buyer on 12.04.2005. Therefore, the cause of action if any, accrued on 12.04.2005 itself. However, the present complaint is filed on 06.04.2025, i.e., after a delay of 19 years 11 months, 26 days (7300 days) after possession of the subject unit was handed over to the complainant and the co-buyers. Furthermore, it is important to bring it to the attention of the Authority that after purchasing the subject unit, the complainant and the co-buyers have already leased out the subject unit and have been enjoying the rental income since then. The said fact is categorically admitted by the complainant in their complaint.
- xi. Since, the RERA Act, 2016 do not provide for the period of limitation except for Section 18 (2) which categorically provides that limitation does not apply to reliefs sought under Section 18(2), therefore, the provisions of the Limitation Act, 1963 shall become applicable by virtue of Section 29(2) and Section 3 of the Limitation Act, 1963. That it is further relevant to read the abovementioned provisions of the Limitation Act in the light of Section 88 of the RER Act 2016.
- xii. That accordingly, since it has been established that the Limitation Act is applicable, the period of limitation shall be computed as per Articles no. 55 and 113 of the Schedule. The same is reproduced herein below:

S. No.	Description of Suits	Period of Limitation	Time from which period begins to run
55	<i>For compensation for the breach of any contract, express or implied not herein specially provided for</i>	Three Years	When the contract is broken or (where there are successive, breaches) when the breach in respect of which the suit is instituted occurs or (where the breach is continuing) when it ceases
113	<i>Any suit for which no period limitation is provided elsewhereof in this Schedule.</i>	Three Years	When the right to sue accrues.

xiii. Therefore, it is abundantly clear that the period of limitation shall be deemed to be 3 years. It is further clarified that in the present matter, the subject plot was purchased by the complainant way back in 2005. That if the complainant had any grievances, then the complainant had the option to approach other courts/consumer forums etc. However, the complainant did not approach any other courts/consumer forums. That the RERA Act came into force in 2016, and the complainant post-2016 had the option to approach the Authority, however, the complainant did not file any complaint with respect to their alleged grievances. Now after an expiry of almost **19 years 11 months, 26 days (7300 days)** from the date of purchase of the subject unit **and approximately 9 years after enactment of the RERA Act, 2016** the complainant have approached the Authority and filed the present complaint. Therefore, it is evident that the period of limitation to file a complaint if any, has ended in the present case

xiv. That it is further clarified that the right to sue, i.e., cause of action, if any, should have accrued to the complainant from the date of the purchase of the subject unit.

iii.	Keshav Bhargava s/o Vinita Bhargava	1/6	20.2.2007
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iv. The complainant and Mrs. Kumud Bhargava further *vide* the aforementioned letter informed the respondent that the complainant had transferred 1/6th share from his portion of the share in the subject unit to Mr. Arun Bhargava, S/o Sri B P Bhargava, on 29.12.2009 and requested the respondent to incorporate the name of Mr. Arun Bhargava as the purchaser of the subject unit.

v. That other co-purchaser' namely Kumud Bhargava, Vinita Bhargava, Komal Bhargava, Keshav Bhargava, and Arun Bhargava are necessary parties to the present complaint, without whom no effective order can be passed in the present complaint.

vi. That the other co-buyers of the subject unit are a necessary party for a complete, proper and effective adjudication of the present matter, hence, the present complaint is liable to be dismissed solely on the ground of the non-joinder of a party. That, without the presence of the other co-purchasers of the subject unit, the complainant has no locus to file the present complaint.

vii. That the present complaint is hopelessly barred by limitation. That the complainant has purposely slept over their rights and have chosen to file their complaint after a gross delay, with a *malafide* intention to extract unjust enrichment from the respondent.

viii. That complainant, along with his wife Mrs. Kumud Bhargava, had purchased a showroom space no. GF - 10, admeasuring 796.96 sq. ft. and executed a commercial premises buyer's agreement dated 12.04.2005.

ix. That the possession of the subject unit has been handed over to the complainant and his wife on 12.04.2005 itself and the same can be verified from clause 6 of the CBA, wherein it is categorically recorded that the

xv. That more than **19 years 11 months, 26 days (7300 days)** have elapsed; therefore, the present complaint is not maintainable before the Authority and it is the duty of the Authority to dismiss such complaints initiated beyond the limitation period as laid down in catena of judgements by various courts, including the Hon'ble Apex Court.

xvi. It is further submitted that once the period of 3 years has elapsed, the claim of the Allottee is not maintainable before any forum, including the Civil Courts and the Consumer Forums. The same has been held in *State of Maharashtra v. Hindustan Construction Company & Anr. Arbitration Appeal No.6 of 2007 decided on 01.02.2013 by the Hon'ble Bombay High Court* in Para No.32 as follows:

"32. In my view, refusal to pay the amount demanded by the petitioner, would not commence fresh period of limitation which had already commenced. In view of Section 9 of the Limitation Act, 1963, once time is begun to run, no subsequent disability or inability to institute a suit or make an application stops it. Once time starts, it does not stop. Limitation is extended only when there is an acknowledgment of liability or part payment. Correspondence does not extend the period of limitation.

xvii. That from a mere perusal of the aforementioned facts and submissions, it is evident that the complainant has slept over their rights and now with a *malafide* intention of extracting unjust enrichment from the respondent, have filed the present complaint.

xviii. That as the complainant have not approached the Authority within the limitation period, i.e., within "3 years", cannot now plead negligence or ignorance of law for filing of the present complaint. It is submitted that on account of no substantial ground but sheer "negligence" or want of due diligence, the Authority cannot show judicial generosity in accommodating such a belated complaint of the complainant.

- xix. That the complaint is a frivolous and vexatious litigation, trying to reinvent a wheel to extract unjust enrichment from the respondent.
- xx. That the present complaint is not maintainable before the Authority as the instant project is not an ongoing project. That the respondent had obtained the occupancy certificate for the instant project on 09.07.2004. Thereafter, an application for issuance of the completion certificate for the instant project was preferred before the competent authority on 23.01.2009 which is way before the enactment of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "*RERA Act, 2016*"). That the competent authority has granted the completion certificate for the instant project on 22.06.2009
- xxi. That from a mere perusal of the supra rule, it is evident that in projects where an application for occupancy certificate has been made to the competent authority on or before the publication of these Rules, the said project will not be considered to be an ongoing project. It is reiterated herein that in the instant case, the occupation certificate was issued way back on 09.07.2004 i.e., before the subject unit was purchased by the complainant, and thereafter a completion certificate dated 22.06.2009 was also issued by the competent Authority. That in the instant case occupation certificate was granted on 09.07.2004 and completion certificate was granted on 22.06.2009
- xxii. That the complainant *vide* the present complaint, is seeking interest for every month of delay at the prevailing rate of interest. That the complainant themselves, in clause 6 of the CBA, have admitted that the possession of the subject Unit was handed over to them. Furthermore, the complainant also acknowledge that the CBA was executed on 12.04.2005 and possession was given to them.

xxiii. That the complainant with a *malafide* intention of extracting unjust enrichment, is trying to mislead the Authority by concealing the very important issue in the present case, that the subject unit is not solely owned by the complainant himself. That the complainant with a *malafide* intention, is trying to gain a favourable order from the Authority, whereby the complainant is anticipating getting a relief in his favour with respect to the execution of solely in his name.

xxiv. That the complainant in his letter dated 04.03.2025 is claiming that Kumud Bhargava transferred some portion of her share to her daughter and granddaughter. That in February 2007, the complainant transferred some portion of his share to his grandson, Keshav Bhargava. It is further claimed by the complainant that these transfers were only on papers, and no fresh CBA was executed. Thus, the complainant claims that the complainant and Kumud Bhargava are the owners of the subject unit. That the names of the other co-purchasers were already added as purchasers and the CBA was amended to that effect vide various letters, which is already acknowledged by the complainant in letter dated 10.03.2010. Thus, it is clear that the complainant is concealing the true facts of the case and is trying to mislead the Authority.

xxv. That from the act of the complainant, it is evident that the complainant is trying to play fraud upon the other co-purchasers of the subject unit by filing the present complaint without making them the parties and without disclosing the details about the addition of names of other co-purchasers of the subject unit with the sole intention of getting the conveyance deed executed in his name only.

xxvi. That the present complaint is an abuse of process of law and on this sole ground alone, the present complaint is liable to be dismissed. That it is evident that the entire case of the complainant is nothing but a web of lies

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and the false and frivolous allegations made against the respondent are nothing but an afterthought and a concocted story, hence, the present complaint filed by the complainant deserves to be dismissed with heavy costs

7. 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.
- E. **Maintainability of the complaint.**
8. That an apartment buyer agreement dated 12.04.2005 was executed between the respondent and the two co-allottees, namely the complainant, Mr. S. N. Bhargav, as the first allottee, and his wife, Mrs. Kumud Bhargav, as the second allottee, for the allotment of Unit No. GF-10 in the Respondent's project titled "*JMD Regent Plaza*" situated at Sector-28, Gurugram. Subsequently, Mrs. Kumud Bhargav requested the respondent to transfer a portion of her share in the said unit in favour of their daughter, Ms. Vinita Bhargav, and granddaughter, Ms. Komal Bhargav. Upon acceptance of the said request, their names were accepted as co-allottees in terms of the dated 12.04.2005, vide letter dated 10.04.2006.
9. Thereafter, the complainant and the co-allottee Mrs. Kumud Bhargav requested the inclusion of the name of Mr. Keshav Bhargav, which was duly affected by the respondent vide letter dated 20.02.2007. Subsequently, the complainant and the co-allottee, by letters dated 10.03.2010, acknowledged the addition of the aforesaid individual as a purchaser of the subject unit.

S.No.	Name	Share	Your Letter dated
i.	Vinita Bhargava	1/6	10.04.2006
ii.	Komal Bhargava d/o Vinita Bhargava	1/6	-do-
iii.	Keshav Bhargava s/o Vinita Bhargava	1/6	20.2.2007

10. However, the present complaint is filed only by the first allottee i.e., Mr. S. N. Bhargav and the second allottee his wife Mrs. Kumud Bhargav has not been added in the present complaint. Therefore, the co-allottees namely Mrs. Kumud Bhargav, Vinita Bhargav, Komal Bhargav and Keshav Bhargava's name being necessary party was required to be added for complete, proper and effectual adjudication of the present matter, hence the present complaint is liable to be dismissed solely on the ground of non-joinder of necessary party as laid down by the Hon'ble Supreme Court in *Vidur Impex and Traders Pvt. Ltd. v. Tosh Apartments Pvt. Ltd. & Ors.* (2012 (8) SCC 384). Hence, the present complaint is not maintainable in the present form and liable to be dismissed as proved under Order I, Rule 9 of the Code of Civil Procedure, 1908. Order I, Rule 9 of the Code of Civil Procedure, 1908 is reproduced as under for ready reference:

"No suit shall be defeated by reason of the mis-joinder or non-joinder of parties, and the Court may in every suit deal with the matter in controversy so far as regards the rights and interests of the parties actually before it:

[Provided that nothing in this rule shall apply to non-joinder of a necessary party.]"

11. The authority is of view that though the provisions of the Code of Civil Procedure, 1908 (CPC) is, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided therein are the important guiding factors and the authority being bound by the principles of natural justice, equity and good conscience has to consider

and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the act if such provision is based upon justice, equity and good conscience. Thus, in view of the factual as well as legal provisions, the present complaint stands dismissed for non-joinder of necessary party with liberty to the complainant to file a fresh complaint by impleading necessary parties with due authorization.

12. Complaint as well as applications, if any, stand disposed off accordingly.
13. File be consigned to the registry.

(Ashok Sangwan)
Member

**Haryana Real Estate Regulatory Authority,
Gurugram**

Dated: 12.11.2025