

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

Complaint filed on : 16.02.2023
Order pronounced on : 20.11.2025

M/s Dependable Properties Private Limited

Address: JSR House, 63, Rama Road, New Delhi-
110015

Complainant

Versus

M/s DLF Universal Limited

Address: - DLF, Shopping Mall, 3rd Floor, Arjun Marg,
DLF City Phase-I, Gurgaon-1220002

Respondent

Coram:

Shri Phool Singh Saini

Member

Appearance:

Shri Harshit Goyal

Advocate for the Complainant

Shri J.K. Dang

Advocate for the Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee 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 allottee 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:



Sr. No.	Particulars	Details	
1.	Name of the project	DLF Corporate Greens Gurugram, Sector 74 A, Haryana.	
2	Nature of the project	Commercial	
3.	RERA Registered / not registered	Not Registered	
4.	Application form	30.06.2008 (Page 136 of reply)	
5.	Allotment Letter	22.07.2008 (Page 28 of complaint)	
6.	Unit no.	CG4- 2016	Unit was changed on 13.01.2010 DCG4 1901
7.	Unit admeasuring	1210 sq. ft.	1625 sq. ft.
8.	Date of Builder Buyer Agreement	06.07.2009 for the old unit (Page 168 of reply)	
9.	Possession clause	10.2 Schedule for Possession of the said premises <i>The intending seller based on its present plans and estimates and all subject expectations, contemplates to complete construction of the said Building/said premises within period of 36 months from the date of allotment of the said Premises unless there shall be delay or there shall be failure due to reasons mentioned in clauses 11.1, 11.2, 11.3 and clause 39 or failure of intending allottee to pay the total sale price of the said premises along with other charges and dues in accordance with Schedule of Payments given in Annexure-II...</i> (page 188 of reply)	
10.	Due date of delivery of possession	06.07.2012	



11.	Total sale consideration	Rs.97,17,000/- (As alleged by the respondent)
12.	Total amount paid by the complainant	Rs.9,11,200/- (As alleged by the complainants in the facts on page 10 of complaint) last payment was done on 25.06.2008
13.	Occupation certificate	19.06.2014
14.	Reminder letter	01.04.2010, 16.04.2010, 05.05.2010, 18.06.2010, 12.07.2010 27.07.2010, 16.08.2010 (Page 245 to 252 of reply}
15.	Cancellation letter	03.11.2008 but the respondent decided to provide one final opportunity and cancelled the unit on 15.09.2010 on page 111 of reply

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:
 - i. The complainant is an innocent allottee of the real estate project DLF Corporate Green situated at Sector 74A, Gurugram developed by the respondent company.
 - ii. The complainant submitted application form dated 30.06.2008 for booking of a commercial unit at DLF Corporate Greens, Sector 74A, Gurugram.
 - iii. The respondent associate company DLF Commercial Complexes Limited issued allotment letter dated 22.07.2008 in favour of complainant confirming allotment of commercial unit bearing no CG4-2016 at Floor 20F in Block 4 of DLF Corporate Greens, Sector 74A, Gurugram. The respondent associate company DLF

Commercial Complexes Limited is amalgamated with respondent company DLF Universal Ltd.

- iv. The respondent had arbitrary and unlawfully changed the booked unit without any consent of the allottee from booked property bearing no DCG4-2016 to property bearing no DCG4-1901 vide Letter dated 13.01.2010.
- v. The complainant had also sent letter dated 06.10.2008 to the respondent company regarding objections to said change of unit duly received by respondent company on 07.10.2008. However, the respondent company failed to reply.
- vi. As per clause 16 of the application form, the respondent company was liable to deliver possession within 3 years of the date of execution of builder buyer agreement. However, in the present case as the respondent had failed to execute builder buyer agreement, therefore the due date of delivery of possession was 30.06.2011 calculated from the date of booking.
- vii. However, the respondent company had obtained occupation certificate in respect of project in question after a period of inordinate delay. The respondent illegally sold booked unit in the year 2008 to the complainant without receipt of environment clearance and sanctioned building plans. The respondent company received environment clearance from State Environment Impact Assessment Authority Haryana bearing no SEIAA/HR/2016/283 on 12.04.2016.
- viii. The respondent company also revised original sanctioned building plan without consent of 2/3rd allottees of the project in question. The respondent company received approved revised building plans of the project in question on 05.11.2014. The respondent company also



sold underground parking space of the project in question in violation of norms.

- ix. An FIR was also registered at Badshahpur Police Station against respondent company, Its Directors, CEO under Section 405, 406, 420, 199 and 120B of the IPC upon directions of Judicial Officer Sumitra Kadyan, Gurugram District Court in connection with cheating and duping Nine Investors of the project in question.
- x. the complainant had already paid Rs.9,11,200/- to respondent duly acknowledged by receipt dated 30.06.2008. the respondent company issued unlawful and arbitrary cancellation letter dated 15.09.2010 without refund of money deposited by complainant.
- xi. The complainant had invested his hard-earned money in the booking of the unit in the project in question on the basis of false promises made by the respondent at in order to allure the complainant. However, the respondent has failed to abide all the obligations of him stated orally and under the builder buyer agreement duly executed between both the present parties.
- xii. Therefore, the present complainant is forced to file present complaint before this Hon'ble authority under Section 31 of Real Estate Regulation and Development Act, 2016 read with Rule 28 of Haryana Real Estate (Regulation and Development) Rules, 2017 to seek redressal of the grievances against the respondent company.

C. Relief sought by the complainant:

4. The complainant has filed the present compliant for seeking following reliefs:
 - i. Direct the respondent to refund principal amount deposited by the complainant along with Interest from date of payment to date of refund.



- ii. Restrain the respondent from creation of any third-party rights in respect of booked unit and maintain status quo.
- 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 Respondent:

- 6. The respondent has raised certain preliminary objections and has contested the present complaint on the following grounds:
 - i. That the present complaint is not maintainable in its present form. It is pertinent to mention that real estate business of M/s DLF Universal Ltd. has merged with M/s DLF Home Developers Limited vide order dated 29.03.2016 passed by the Hon'ble High Court of Punjab and Haryana. That the present reply is being filed on behalf of M/s DLF Home Developers Limited to avoid any unwarranted controversy. The complaint filed by the complainant deserves to be dismissed on this ground alone.
 - ii. 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 application for issuance of occupation certificate in respect of the unit in question was made on 24.01.2014 i.e., well before the notification of the Haryana Real Estate Regulation and Development Rules 2017 (hereinafter referred to as the 'Rules'). The occupation certificate in respect of the project was issued by the Competent Authority on 19.06.2014. Thus, the project in question is not an 'Ongoing Project" under Rule 2(1)(o) of the Rules. Therefore, the Hon'ble Authority does not have the



jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.

- iii. The present complaint is barred by limitation. The respondent had issued cancellation letter dated 15.09.2010 to the complainant thereby cancelling the allotment of the complainant in respect of unit in question. Furthermore, the amount paid by the complainant to the respondent was forfeited and no amount remained to be refunded to the complainant after taking into account the earnest money component and interest on delayed payments. It is evident that in light of the aforesaid letter the receipt of which is acknowledged by the complainant, the limitation period commencing from the aforesaid date expired on 15.09.2013. The complaint is liable to be dismissed on this ground alone.
- iv. The respondent has developed a commercial complex known as DLF Corporate Greens, situated in Sector 74A, Gurugram, in accordance with permissions, approvals and sanctions from the competent authorities as licence no 51 of 2008 dated 19.03.2008. Thereafter, the aforesaid license had been renewed till 18.03.2025 vide letter/memo dated 03.08.2021. The building plan had been approved vide letter dated 20.08.2009 issued by the Director, Town & Country Planning, Haryana, Chandigarh to the respondent. The environmental clearance for construction of the project had been granted to the respondent vide letter dated 01.05.2009 (issued by State Environment Impact Assessment Authority, Department of Environment, Haryana).
- v. The license referred to hereinabove was granted in favour of M/s Apramey Infrastructure Private Limited, M/s Shramika Buildcon Private Limited, M/s Lakshya Buildtek Private Limited, M/s Shivsagar Builders Private Limited, Mr. Rajinder Singh Cheema, Mrs.

Jaspal Cheema, Mr. B.S. Mathur, Mr. B.S. Mathur(HUF), Mrs. Santosh Mathur, Mr. Sanjeev Jain (HUF), Mr. Rajeev Jain (HUF), Mr. Girish Jain, Mr. Pawan Duggal, M/s Garv Developers Private Limited and M/s Dae Real Estates Private Limited (hereinafter collectively referred to as "the Land Owning Persons"). Furthermore, DLF Retail Developers Limited (DRDL) has entered into collaboration/Development Agreements with the Land Owning Persons whereby DRDL had been authorized to construct, develop and market various commercial building(s) on the Plot of Land subject matter of the license referred to above, at its own costs, in accordance with the permitted land uses and sanctions and clearances from the competent authorities.

- vi. That DRDL had entered into an agreement with M/s DLF Commercial Complexes Ltd. to sell the development rights derived from the Land Owning persons to M/s DLF Commercial Complexes Ltd including the rights to market, sell, transfer, convey the retail/office/entertainment centre/parking spaces(s)/other commercial space(s) in the multi-storeyed buildings that was to be constructed on the said Plot of Land, collect advances, receive sale consideration and act on all incidental issues/matters relating thereto. M/s DLF Commercial Complexes Ltd was amalgamated with DLF Retail Developers Ltd. and thereafter, the name of DLF Retail Developers Ltd was changed to DLF Universal Ltd. As mentioned hereinabove, DLF Universal Limited has merged/amalgamated with DLF Home Developers Ltd.
- vii. That for the project in question, the occupation certificate was received on 19.06.2014 and deed of declaration was filed on 16.09.2014 for 25.7115 acres based on the revised building plans approved by DGTCP vide memo no. 49819 on 30.08.2013. In the

aforesaid plans, the access to the project was from the sector dividing road of Sector 35 and Sector 74A in accordance with Gurgaon-Manesar plan 2021. Later on, the proposed sector road was omitted by the Government in the subsequent Master Plan 2031. Consequently, the additional area was pooled for better accessibility and subsequently the project got revised 36.4425 acres. Thereafter, amended deed of declaration was filed on 15.03.2019 for 35.675 acres and at present 518 conveyance deeds have been duly executed and registered by the respondent.

- viii. The complainant applied for allotment of office spaces in the project known as "Corporate Greens", situated in Sector 74A, Gurugram (hereinafter referred to as "said project") vide application form dated 30.06.2008.
- ix. Thereafter, allotment letter dated 22nd of July, 2008 had been issued by the respondent to the complainant vide which four separate units (CG4-1015, CG4-1016, CG4-2015 and CG4-2016) had been allotted to the complainant. The present complaint pertains to unit bearing no. CG4-2016 admeasuring 1210 square feet (super area) which had been initially allotted to the complainant.
- x. That booking amount of Rs.9,11,200/- had been paid by the complainant to the respondent towards the allotment of the unit in question. The total sale consideration amounts liable to be paid by the complainant to the respondent in respect of the unit in question was Rs.97,17,000/-.
- xi. Thereafter, multiple reminder letters were sent by the respondent to the complainant since the complainant had delayed in making payment of instalments as per payment plan. Eventually, final notice dated 06.10.2008 was issued by the respondent to the complainant for making payment of the outstanding amount.



xii. Upon receiving the aforesaid final notice, the officials of the complainant approached the respondent and requested it to provide the complainant with another opportunity to make payment of the outstanding amount. Based on the assurances and representations proffered by the complainant, the respondent decided not to cancel the allotment of the complainant in respect of the unit in question. Subsequently, demand notice dated 08.10.2008 was issued by the respondent to the complainant.

xiii. Thereafter, letter dated 16.10.2008 along with the new payment plan chosen by the complainant was issued by the respondent to the complainant. Even after being reminded on several occasions, the complainant failed to make timely payment of instalments and had in fact not paid a penny besides the booking amount. The respondent issued reminder letter dated 31.10.2008 to the complainant but to no avail. Eventually, the respondent was constrained to cancel the allotment of the complainant in respect of the unit in question vide cancellation letter dated 03.11.2008.

xiv. That it had been duly mentioned in the aforesaid cancellation letter that the amount paid by the complainant had been forfeited and the complainant was not entitled to any refund. Upon receiving the aforesaid cancellation letter, the officials of the complainant approached the respondent and requested it to restore the allotment of the complainant in respect of the unit in question. The officials of the complainant assured the respondent that the complainant would not default in making payment of the instalments from thereon.

xv. The respondent decided to provide one final opportunity to the complainant and issued letter dated 17.11.2008 to the complainant calling upon the complainant to make payment of at least 50% of the

outstanding amount at the earliest. Subsequently, cover letter dated 19.06.2009 along with two copies of unsigned buyer's agreements was issued to the complainant by the respondent calling upon the complainant to execute the buyer's agreement and return both the copies to the respondent within a period of 10 days from the receipt of the aforesaid letter.

- xvi. That letter dated 28.10.2009 was issued to the complainant by the respondent wherein it had been mentioned that the area of the unit in question had been increased by more than 33%. That despite the aforesaid increased in the area, the sale consideration price had increased less than 33%. Moreover, one additional car parking had also been offered to the complainant and the same had also been stated in the aforesaid letter. It had been duly mentioned therein that the aforesaid scheme was valid till 30.12.2009 and would only be triggered upon the complainant depositing its balance dues (including delayed interest) before 30.12.2009. That it would not be out of place to mention that despite the substantial increase in the area of the unit, the total sale consideration amount had been increased only by Rs.3,00,000/- approximately. However, the basic sale price was reduced from Rs.6,300/- per square feet to Rs.4,725/- per square feet.
- xvii. That the real estate market in the year 2009 was in a recessionary phase and the respondent needed to provide some incentives to its customers in order to retain them. Accordingly, the building in question was widened, new plans had been got sanctioned and all the existing units had been reallocated to the allottees. The complainant had never objected to letters dated 28.10.2009 and 13.01.2010 issued by the respondent to it. In fact, the complainant had voluntarily chosen the said unit.



xviii. One copy of the duly executed space buyer's agreement had been sent to the complainant along with cover letter dated 30.10.2009. Copy of the space buyer's agreement dated 06.07.2009 pertaining to the unit in question has been appended. The execution of the aforesaid buyer's agreement by both the parties has been duly admitted by the complainant in paragraph 16 on page 9 of the complaint.

xix. It had been duly incorporated in clause 4 on page 14 of the buyer's agreement that the earnest money component amounting to Rs.18,22,400/- which was equivalent to 20% of the total sale consideration amount. Furthermore, it had been clearly stated in clause 8 on page 15 of the buyer's agreement that time is the essence as far as payment of instalments by the allottee to the developer was concerned.

xx. In the meantime, the complainant had voluntarily opted for increase in area of the unit as offered to the complainant vide letter dated 28.10.2009. The complainant had been allotted a new unit bearing no. DCG4-1901 admeasuring 1625 square feet (super area) (hereinafter referred to as "said unit") located in the said project. Copy of letter dated 13.01.2010 pertaining to the change in unit had been issued by the respondent to the complainant. It is pertinent to mention that the total sale consideration had been settled at Rs.1,00,68,749/- and the same had been duly mentioned in the aforesaid letter. The new payment plan voluntarily chosen by the complainant had also been appended to the aforesaid letter.

xxi. Even thereafter, the complainant had not made payment of a single instalment after having made payment of the booking amount. Demand letter dated 09.03.2010 calling upon the complainant to



make payment of outstanding amount by 30.03.2010 had been issued by the respondent.

xxii. The complainant continued to default in making payment of the instalments. The respondent was constrained to issue reminder letter dated 01.04.2010, 16.04.2010, final notice dated 05.05.2010, demand letter dated 18.06.2010, reminder letter dated 12.07.2010, 27.07.2010 and eventually final notice dated 16.08.2010 to the complainant.

xxiii. The name of DLF Retail Developers Limited had been changed to DLF Universal Limited by the Registrar of Companies. Letter dated 30.08.2010 had been issued to the complainant by the respondent informing it of the said change.

xxiv. Eventually, the respondent was constrained to issue cancellation letter dated 15.09.2010 thereby cancelling the allotment of the complainant in respect of the said unit. Furthermore, the amount paid by the complainant to the respondent was forfeited and no amount remained to be refunded to the complainant after taking into account the earnest money component and interest on delayed payments.

xxv. The total forfeitable amount as on 15.09.2010 in terms of the buyer's agreement and the payment plan chosen by the complainant was Rs.26,98,250/-. Since the complainant had till date only made payment of booking amount of Rs.9,11,200/-, it was in fact the complainant who was liable to make payment to the respondent. The calculations pertaining to the same have been duly mentioned in the aforesaid cancellation letter.

xxvi. It is evident from the entire sequence of events, that no illegality can be attributed to the answering respondent. The allegations levelled by the complainant qua the answering respondent are totally

baseless and do not merit any consideration by this Hon'ble Authority. The present application is nothing but an abuse of the process of law. Thus, it is most respectfully submitted that the present application deserves to be dismissed at the very threshold.

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 complainant at a later stage.

F. Findings on the objections raised by the respondent

F.I Objection regarding maintainability of complaint on account of complaint being barred by limitation.

12. The respondents have filed the reply on 17.07.2023, 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 complainants.

13. On consideration of the documents available on record, the authority observes that the complainant herein was allotted a unit on 22.07.2008 bearing no. CG4- 2016, admeasuring 1210 sq. ft., in project of the respondent named "DLF Corporate Greens" situated at sector 74 A Gurugram and an apartment buyer's agreement was also executed between the complainant herein and the respondent regarding the said allotment on 06.07.2009. The complainant had paid an amount of Rs.9,11,200/- against the sale consideration of Rs.97,17,000/-. The occupation certificate for the subject unit has been obtained by the respondent promoter on 19.06.2014.

14. However, the respondent had sent various reminder cum demand letters for outstanding payments. Subsequently, on failure on part of the allottee, the respondent had sent cancellation letter dated 15.09.2010.

15. The complainant is seeking refund of the paid-up amount from the respondent while the respondent on the other hand is pleading that the present complaint is barred by limitation as the unit got terminated way back in the year 2010 and the present complaint has been filed after more than 13 years, which amply proves that the present complaint has been filed with malafide intentions to extort money from the respondent. The complainant has remained silent and had no grievances in this entire period of 13 years. Thus, it was submitted that the present complaint deserves to be dismissed at the very threshold. Both the parties through their respective counsels advanced submissions with regard to the maintainability of the compliant on the ground of the limitation.

16. So, as 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.

17. In the present matter the cause of action arose on 15.09.2010 when the unit got terminated by the respondent. The complainant has filed the present complaint on 16.02.2023 which is 13 years approx. from the date of cause of action. No doubt, one of the purposes behind the enactment of

the Act was to protect the interest of consumers. However, this cannot be stretched to an extent that basic principles of jurisprudence are to be ignored and are given a go by especially when the complainant/allottees was dormant on its own rights.

18. One such principle is that delay and latches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the Authority to refuse to exercise their extraordinary powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.

19. 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. Moreover, the Authority in case bearing no. *2480 of 2023 titled as Mrs. Ritu Lal Vs M/s Emaar India Limited decided on 10.12.2024*, has also dismissed the complaint being barred by limitation on the ground that they have approached the Authority after unreasonable delay despite offer of possession and execution of conveyance deed.



20. 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 been dormant on its own rights. 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.

21. Complaint as well as applications, if any, stands disposed off accordingly.

22. File be consigned to registry.



(P.S. Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.11.2025