

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

Complaint no. : 3475 of 2024
First date of hearing: 06.12.2024
Date of Decision: 12.09.2025

Amit Aggarwal S/o Sh. Praveen Kumar Aggarwal
Address: - W6C/11 (5-A), Tiger Lane, Western
avenue, Sainik Farms, New delhi-110062 India

Complainant

Versus

M/s Ireo Grace Realtech Private Limited
Address: - 304, Kanchan House, Karampura,
Commercial Complex, New Delhi-110015
Also at: Sector 67-A, Village Dhumaspur &
Maidawas, Tehsil Sohna, Gurugram, Haryana

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Gaurav Rawat
Ms. Shivani Dang

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint dated 16.08.2024 has been filed by the complainant under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed inter se.

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:

S. N.	Particulars	Details
1.	Name of the project	The corridors, Sector-67A, Gurgaon
2.	Project area	37.5125 acres
3.	DTCP license	05 of 2013 dated 21.02.2012 valid upto 20.02.2021
4.	RERA registered/ or not	Registered in 3 phases Vide 378 of 2017 dated 07.12.2017(Phase 1) Vide 377 of 2017 dated 07.12.2017(Phase 2) Vide 379 of 2017 dated 07.12.2017 (Phase 3)
5.	Unit No. and size as per BBA	CD-C9-14-1403, 14 th floor 1483.57 sq. ft.
6.	Allotment letter dated	12.08.2023
7.	Date of builder buyer agreement	N/A
8.	Possession clause	<i>43. The company shall offer possession of the said apartment to the applicant within a period of 42 months from the date of approval of building plans/or fulfillment of pre-condition imposed thereunder plus 180-day grace period.</i>

9.	Date of building plans dated	23.07.2013
10.	Due date of possession	23.07.2017 (Calculated from the date of approval of building plans) Note: Grace period is allowed.
11.	Total sale consideration	Rs. 1,41,98,391/-
12.	Amount paid by the complainant	Rs. 27,29,695/-
13.	3 rd Payment request dated	18.03.2014
	Reminder 1	13.04.2014
	Reminder 2	04.05.2014
	Reminder 3	29.08.2014
14.	Cancellation on	17.11.2014
	A letter has been sent by the respondent to the complainant requesting the execution of the Builder Buyer Agreement (BBA)	20.03.2014
	2 nd letter dated	28.05.2014
	3 rd letter dated	17.07.2014

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- i. That the Complainant was compelled to sign a blank application form solely on the assurances given by the Respondent's personnel that a specific unit would be allotted at a later stage, strictly in accordance with the Complainant's requirements.
- ii. That relying upon the Respondent's representations and assurances, the Complainant issued a cheque bearing No. 920595 dated 10.03.2013 drawn on Citibank for an amount of Rs. 12,50,000/- at the time of booking. The Complainant had clearly communicated his requirement for a *middle-floor* unit because the apartment was being purchased for his elderly parents who are uncomfortable with higher floors. This requirement was also explicitly written on the backside of the cheque. The Respondent's personnel repeatedly assured the Complainant that he would be allotted a middle-floor unit and that the allotment letter would be issued shortly.
- iii. That the Respondent acknowledged receipt of the above payment by issuing Payment Acknowledgement Receipt No. IREO/COR/67A/1109 dated 25.04.2013. That the Respondent thereafter issued a letter dated 25.04.2013 demanding the second instalment of Rs. 14,79,695/- without mentioning any allotted unit number. However, on the basis of repeated verbal assurances that a middle-floor allotment letter would be issued shortly, the Complainant made the payment in good faith vide cheque No. 009478 dated 15.05.2013.
- iv. That despite continuous assurances regarding allotment of a middle-floor unit, the Complainant received an Allotment Offer Letter dated 12.08.2013, in which he was allotted a unit on the 14th floor — which is the top floor of the building. This allotment was made despite the

Complainant's repeated requests, written endorsement on the booking cheque, and clear communication that the unit was intended for his elderly parents. The Respondent's disregard of these requirements caused grave inconvenience and distress to the Complainant. That when the Complainant raised objections regarding the wrongful allotment, the Respondent remained silent for several months. The Complainant, along with his father, made numerous inquiries. Eventually, the Respondent's Customer Care Division informed the Complainant that the delay in issuing the allotment letter would be rectified and necessary action would be taken urgently.

- v. That the Complainant repeatedly sought clarification regarding the issuance of the allotment offer letter for a top-floor unit. He requested correction of the discrepancies and issuance of an allotment in accordance with the agreed middle-floor requirement. Despite assurances from the Respondent's representatives, no corrective action was taken. That the Respondent consistently assured the Complainant that an allotment letter for a middle-floor unit would be issued and that the prior mistake would be rectified. Relying on these repeated assurances, the Complainant continued to wait patiently.
- vi. That the ledger dated 30.10.2013 clearly shows that the Complainant was regularly clearing dues and making timely payments solely based on the Respondent's assurances that a middle-floor unit would be allotted. That instead of rectifying the issue, the Respondent issued a termination/cancellation notice vide letter dated 17.11.2014, arbitrarily forfeiting the entire amount of Rs. 27,29,695/- paid by the Complainant. This action was taken despite the Complainant's

- repeated objections and requests for a middle-floor unit. The Respondent's conduct caused severe financial loss, mental agony, and harassment to the Complainant.
- vii. That the Complainant sent an intimation-cum-request letter dated 16.12.2014 again highlighting the issue of wrongful allotment and seeking correction of the allotment letter. Despite repeated follow-ups, the Respondent took no corrective steps, forcing the Complainant and his elderly parents to continue suffering due to the Respondent's inaction. That the Complainant, through multiple telephonic conversations and emails, repeatedly brought the issue to the Respondent's notice. However, instead of resolving the grievance, the Respondent forfeited the entire amount paid by the Complainant. The Respondent's conduct reflects a highly unethical, arbitrary, and non-transparent approach, amounting to gross deficiency in service and unfair trade practice.
- viii. That the Complainant has paid a substantial amount of Rs. 27,29,695/-, which constitutes more than 60% of the total sale consideration. That the Respondent made false and misleading statements and assurances regarding the unit and the project. The Complainant has suffered financial loss, harassment, and mental agony due to the fraudulent and unfair trade practices of the Respondent. Therefore, the Respondent is liable to compensate the Complainant under Section 12 of the RERA Act, 2016 and the rules framed thereunder.
- ix. That the Respondent has acted in an unfair, deficient, fraudulent, and dishonest manner by failing to allot the agreed unit to the Complainant. The Respondent is liable to compensate the

Complainant for monetary loss and harassment arising out of these wrongful acts. That the Respondent is guilty of deficiency in service, unfair trade practice, issuance of false statements and assurances, and making misleading commitments at the time of selling the said unit, thereby violating the provisions of the RERA Act, 2016 and applicable rules.

C. The complainant is seeking the following relief:

4. The complainant has sought following relief(s):

- i. Direct the Respondent to allot and hand over possession of a unit along with all promised amenities and specifications, without any further delay or unjustified conditions.
- ii. Direct the Respondent to execute the Builder-Buyer Agreement (BBA) and to pay interest on the total amount of Rs. 27,29,695/- paid by the Complainant at the prescribed rate under RERA, from the due date of possession until actual physical possession is handed over, especially in view of the Respondent's violation of Section 13(1) of the RERA Act, which prohibits accepting more than 10% of the cost of the unit without executing a registered agreement for sale.

D. Reply filed by the respondent.

5. The respondent had contested the complaint on the following grounds:

- I. That the complainant has not approached this Authority with clean hands and has deliberately suppressed and concealed material facts. The present complaint has been filed maliciously with an ulterior motive and constitutes a sheer abuse of the process of law.
- II. That the Respondent is a reputed real estate developer enjoying immense goodwill, consisting of law-abiding persons, and has always endeavoured to provide the best possible services to its customers,

including the complainant. The complainant, after verifying the authenticity of the project titled "*The Corridors*" at Sector 67A, Gurugram, applied for allotment of an apartment vide Booking Application Form dated 02.04.2013 and agreed to be bound by its terms and conditions.

- III. It is submitted that construction at "*The Corridors*" group housing project, admeasuring 37.512 acres, stands completed. Construction of approximately 1356 apartments is complete, out of which 700 apartments in Towers A6-A10, B1-B4, C3-C7, EWS, convenient shopping areas and the two-level basement are ready for occupation. Occupation Certificate ("OC") for these units was granted on 31.05.2019. Further, the OC for the remaining units in Cluster A (A1-A5), Cluster B (B5-B8), Cluster C (C8-C11), the Community Centre, EWS Building No. 2 and the Convenient Shopping areas located at the ground floor of Building Nos. A1 and A2 was granted on 27.01.2022. Possession notices have been issued to 381 allottees in Phase-1, out of which 375 have taken possession; in Phase-2, 275 possessions have already been handed over. Presently, more than 670 families are residing in the project. That based on the aforesaid Application, the Respondent vide Allotment Offer Letter dated 12.08.2013 allotted Apartment No. CD-C9-14-1403, situated on the 14th Floor of Tower C9, having a tentative super area of 1483.57 sq. ft., to the complainant for a total sale consideration of Rs. 1,41,98,391.62, exclusive of all applicable taxes, stamp duty, registration charges etc.
- IV. That the Respondent raised payment demands strictly in accordance with the terms of allotment and the applicable payment plan. Vide demand letter dated 18.03.2014, the Respondent raised the third

instalment demand of Rs. 16,41,651.48, payable on or before 09.04.2014. The complainant failed to make this payment despite reminders dated 13.04.2014 and 04.05.2014. Consequently, the Respondent issued a final notice dated 29.08.2014 calling upon the complainant to clear the outstanding dues within 30 days, failing which the allotment would be liable to cancellation.

- V. That the Respondent, vide letter dated 20.03.2014, called upon the complainant to sign and return three copies of the Buyer's Agreement. Despite reminders dated 28.05.2014 and 17.07.2014, the complainant failed and neglected to comply with this fundamental obligation. That at the time of submitting the Booking Application Form (Annexure R-1), the complainant expressly agreed that allotment of any specific apartment could not be guaranteed and that allotment would depend solely on the inventory available with the Respondent. Despite having read and understood these terms, the complainant unilaterally wrote "middle level floor" on the reverse side of the cheque submitted by him. This unilateral insertion has no binding effect on the Respondent. That as per the complainant's specifications and subject to the available inventory, the Respondent allotted the apartment. However, despite being informed that specific-unit allotment could not be assured, the complainant started raising frivolous objections and demanded allotment of a middle-floor unit. Nevertheless, being a customer-friendly organisation, the Respondent shared with the complainant such alternate unit options as were available in its limited remaining inventory. When the complainant failed to respond, the Respondent sent emails dated 20.06.2014 and 24.06.2014 requesting a response.

- VI. That the complainant failed to reply to the said communications, whereafter the Respondent emailed the complainant on 05.09.2014 requesting consent for the alternate options. The complainant, however, rejected the options vide email dated 08.09.2014. The unit demanded by the complainant was never available in the Respondent's inventory, which fact was duly conveyed to him. The complainant was also requested to clear outstanding dues and assured that his unit could be changed if another allottee sought an exchange. Despite these efforts, the complainant remained dissatisfied.
- VII. That timely payment of instalments and execution of the Buyer's Agreement was the essence of the contract. The complainant repeatedly failed to adhere to his contractual obligations. Consequently, after numerous reminders, the Respondent was constrained to cancel the allotment and forfeit the earnest money and other applicable charges in accordance with Clauses 10 and 12 of the Booking Application Form. Cancellation was duly communicated vide letter dated 17.11.2014. The complainant now has no right, title, lien or interest in the cancelled allotment. That notwithstanding the cancellation, the Respondent, as a gesture of goodwill, offered the complainant an opportunity to restore the unit vide email dated 20.04.2015. However, the complainant—who is a real-estate investor seeking speculative gain—did not have sufficient funds owing to a market downturn and therefore did not avail the restoration offer.
- VIII. That as an afterthought and with the sole objective of creating false evidence, the complainant began sending frivolous emails in 2018. The present complaint is nothing but an attempt to harass, coerce and

- pressurise the Respondent, despite the complainant being fully aware that the complaint is hopelessly time-barred and not maintainable.
- IX. That although the complainant has no subsisting right in the project, it is pertinent to mention that construction of the tower in which the cancelled unit was located stands fully completed and photographs evidencing the same are annexed. That the Respondent applied for the Occupation Certificate for the said tower vide application dated 10.09.2019. The competent authority granted the same on 27.01.2022. That the entire default lies solely with the complainant. Having failed to make payments and having committed a breach of contract, the complainant has forfeited any right to seek performance from the Respondent. In the absence of payment of instalments, the complainant cannot claim possession or any other contractual benefit.
- X. That although the complaint is barred by limitation and liable to be dismissed on that ground alone, it is submitted that the earnest money agreed between the parties under the Booking Application Form and the Buyer's Agreement was 20% of the sale consideration. This contractual term was mutually agreed much prior to the enactment of the RERA Act, 2016 and cannot now be unilaterally varied. The complainant is bound by the terms he voluntarily accepted in 2013, when RERA was not in force.
- XI. That in view of the above facts and circumstances, it is evident that the present complaint is an attempt to misuse the provisions of the RERA Act, 2016. The Act cannot be invoked to resurrect stale, time-barred claims. The present complaint is wholly misconceived, barred

by law and not maintainable, and the complainant is not entitled to any relief whatsoever.

6. 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

7. 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

8. 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 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.

E.II Subject-matter jurisdiction

9. 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.

10. So, in view of the provisions of the Act of 2016 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.

F. Findings on the relief sought by the complainant.

F.I Direct the Respondent to allot and hand over possession of a unit along with all promised amenities and specifications, without any further delay or unjustified conditions.

F.II Direct the Respondent to execute the Builder-Buyer Agreement (BBA) and to pay interest on the total amount of Rs. 27,29,695/- paid by the Complainant at the prescribed rate under RERA, from the due date of possession until actual physical possession is handed over, especially in view of the Respondent's violation of Section 13(1) of the RERA Act, which prohibits accepting more than 10% of the cost of the unit without executing a registered agreement for sale.

11. On the above-mentioned reliefs sought by the complainant, is being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
12. It is an admitted that the Complainant was allotted Unit No. CD-C9-14-1403 on the 14th floor, admeasuring 1483.57 sq. ft., in the residential project of the Respondent titled "The Corridors", situated at Sector-67A,

Gurugram, Haryana. The allotment was made vide Provisional Allotment Letter dated 12.08.2023. In terms of Clause 43 of the said allotment letter, the Respondent was obligated to hand over possession of the said unit by January 2017, along with an unconditional grace period of 180 days. Accordingly, the due date for handing over possession stood extended to 23.07.2017.

13. It stands established on record that the Occupation Certificate (OC) for the subject unit was obtained by the Respondent on 27.01.2022. It is further borne out from the documents placed on record that the Respondent had cancelled the allotment of the subject unit on 17.11.2014 after issuing multiple reminders to the Complainant dated 18.03.2014, 13.04.2014, 04.05.2014 and 29.08.2014, thereby providing sufficient opportunities to the Complainant to rectify the defaults noted in the said communications.
14. The present complaint has been instituted on 16.08.2024, nearly ten (10) years after the cancellation of the unit. Such an extraordinary delay has neither been explained nor justified by the Complainant at any stage of the proceedings. The record demonstrates a complete and prolonged inaction on the part of the Complainant for more than a decade from the date of cancellation of the unit until the filing of the present complaint. The Complainant remained wholly inactive in asserting or pursuing his alleged rights and did not approach any forum during this entire period. This unexplained and inordinate delay defeats the very object of timely redressal contemplated under the Act.
15. While the Act aims to safeguard the interests of allottees, such protection cannot be extended to revive claims that have remained dormant for years, particularly when the cancellation was preceded by multiple opportunities extended to the Complainant. Entertaining such stale claims

would run contrary to well-settled principles of equity, limitation, and jurisprudence.

16. One such principle is that delay and laches 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.
17. 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.
18. In view of the facts noted hereinabove and the principles applicable thereto, the Authority is of the considered view that the present complaint is not maintainable. The Complainant has remained dormant for an unduly long period without asserting his rights, and the law does not come to the aid of those who sleep over their rights for an unreasonable length of time.

19. It is a settled principle of natural justice that no person's right should be prejudiced due to the unexplained inaction or negligence of another. In the present matter, the Complainant has failed to offer any justification for the inordinate delay of nearly a decade. In these circumstances, the complaint is held to be non-maintainable and the reliefs prayed for cannot be granted.
20. Consequently, no case is made out for grant of Delay Possession Charges (DPC) or any other relief.
21. Complaint as well as applications, if any, stands disposed off accordingly.
22. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.09.2025