

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

Date of Decision: 12.12.2025

NAME OF THE BUILDER		Ansal Housing Limited	
PROJECT NAME		"Ansal Townwalk"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/2191/2025	Sumitra Arora V/S Ansal Housing Limited	Sh. Aditya Gupta (Advocate) Sh. Amandeep Kadyan (Advocate)
2.	CR/2193/2025	Sumitra Arora V/S Ansal Housing Limited	Sh. Aditya Gupta (Advocate) Sh. Amandeep Kadyan (Advocate)
3.	CR/2196/2025	Sumitra Arora V/S Ansal Housing Limited	Sh. Aditya Gupta (Advocate) Sh. Amandeep Kadyan (Advocate)
4.	CR/2198/2025	Sumitra Arora V/S Ansal Housing Limited	Sh. Aditya Gupta (Advocate) Sh. Amandeep Kadyan (Advocate)

**CORAM:**

Shri Arun Kumar

Chairman

**ORDER**

1. This order shall dispose of four complaints titled as above filed before this authority 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 there under or to the allottee as per the agreement for sale executed inter se.

- The core issues emanating from them are similar in nature in the above referred matters of the project, namely, "Ansal Townwalk" being developed by the same respondent/promoter i.e., Ansal Housing Limited. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delay possession charges along with interest and other.
- The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount and relief sought are given in the table below:

<b>Project Name and Location</b>	<b>Ansal Housing Limited at "Ansal Townwalk" situated in Sector- 104, Gurugram.</b>				
<b>Project Area</b>	2.1 Acres				
<b>DTCP License No.</b>	103 of 2012 dated 01.10.2012 valid upto 30.09.2016				
<b>RERA Registered</b>	<b>Not Registered</b>				
<b>Possession clause: NA</b>					
<b>Due date of possession: NA</b>					
Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of builder buyer agreement/Allotment Letter	Status of Possession	Total sale consideration and amount paid
1.	CR/2191/2025  Sumitra Arora V/S Ansal Housing Limited  DOF 22.05.2025  Reply 08.10.2025	Office- 805  (as per customer ledger)	NA	NA	TSC: - Rs.32,73,321/-  AP: - Rs.26,68,272/-  (as per customer ledger)

2.	CR/2193/2025  Sumitra Arora V/S Ansal Housing Limited  DOF 22.05.2025  Reply 08.10.2025	Office- 806  (as per customer ledger)	NA	NA	TSC:- Rs.55,62,865/-  AP:- Rs.46,68,682/-  (as per customer ledger)
3.	CR/2196/2025  Sumitra Arora V/S Ansal Housing Limited  DOF 22.05.2025  Reply 08.10.2025	Office- 803  (as per customer ledger)	NA	NA	TSC:- Rs.32,73,321/-  AP:- Rs.26,68,272/-  (as per customer ledger)
4.	CR/2198/2025  Sumitra Arora V/S Ansal Housing Limited  DOF 22.05.2025  Reply 08.10.2025	Office- 804  (as per customer ledger)	NA	NA	TSC:- Rs.32,73,321/-  AP:- Rs.26,68,272/-  (as per customer ledger)

**The complainant in the above complaint(s) have sought the following reliefs:**

1. Direct the respondent to refund the entire amount paid by the complainant to the respondent along with interest.

**Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:**

Abbreviation	Full form
DOF	Date of filing complaint
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking refund of the amount paid.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/2191/2025 titled as Sumitra Arora V/S Ansal Housing Limited** are being taken into consideration for determining the rights of the allottee(s) qua refund of the amount paid.

**A. Unit and project related details**

7. The particulars of unit details, 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	"Ansal Townwalk", Sector 104, Gurugram.
2.	Total area of the project	2.1 acres
3.	Nature of the project	Commercial project
4.	DTCP license no.	103 of 2012 dated 01.10.2012 valid up to 30.09.2016
5.	Name of licensee	Jagrati Realtors Pvt. Ltd.

6.	Registered/not registered	Not Registered
7.	Unit no.	Office - 805 (as per customer ledger)
8.	Area of the unit	NA
9.	Date of execution of buyer's agreement	NA
10.	Possession clause	NA
11.	Due date of possession	NA
12.	Basic sale consideration	Rs. 32,73,321/- (as per customer ledger)
13.	Total amount paid by the complainant as alleged by the complainant	Rs. 26,68,272/- (as per customer ledger)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

**B. Facts of the complaint:**

8. The complainant has made the following submissions in the complaint:
- I. That believing the promises made by the representative of the respondent, the complainant booked the commercial office space and made the payment by paying an amounting to Rs. 2,42,506/- dated 29.01.2013 for the allotment of the office space.
  - II. That after making the payment the respondent allotted the commercial unit bearing no. OFFICE-805, located on the 8th floor admeasuring area 492.66 sq. ft. Furthermore, the complainant made a payment of Rs.1,65,091/- dated 28.03.2013 in the hope of getting an allotment letter executed. It is pertinent to mention here that no allotment letter has been executed till date.

- III. That the respondent kept on raising demand and the complainant kept on making payment in hope of getting the builder buyer agreement executed but till date no builder buyer agreement has been executed till date. The complainant has paid a total amount of Rs. 27,09,528/- against the total sale consideration of Rs.27,23,917/- towards the unit.
- IV. That the complainant received an email dated 14.12.2016 wherein the respondent informed the complainant regarding the payment plan in which the past interest shall be waived off and once the revised payment plan has been adhered to, any delay in making payment shall invite penal interest as per company policy. The complainant received an email dated 29.07.2016 from the respondent regarding the overdue amount and interest.
- V. That later the respondent sent an email dated 19.12.2016 to the complainant informing that as per the respondent's calculation the outstanding amount is Rs. 34,60,845/- collectively for the complainant's 7 units in the project, the payment for which was due by December 2016.
- VI. That on 19.12.2016 the complainant again received the email from the respondent where the respondent informed that the cheques had been received.
- VII. That the period from booking till execution of builder buyer agreement and even after that, the complainant showed utmost faith in the respondent company despite collusive and fraudulent acts on the part of the respondent, however the respondent company miserably failed in fulfilling what was promised.
- VIII. That at the time of purchase of the unit in question, the respondent assured the complainant that the project will be completed on time and all the necessary government approvals would be obtained on time and subsequently after obtaining occupation certificate from the concerned

Department, the respondent shall endeavour to handover the possession of the unit to the complainant. Accordingly, having paid a substantial amount towards purchase of the unit in question, the latter had no option but to believe the representations made by the former but despite lapse of due date of possession as per builder buyer agreement, the respondent has clearly failed to handover the possession of the unit till date.

- IX. That the present complaint has been filed in order to seek refund of the principal amount paid by the complainant along with interest at the prescribed rate in accordance with RERA, 2016 and HRERA, 2017 from the date of payments till the date of actual receipt of refund.

**C. Relief sought by the complainant:**

9. The complainant has sought following relief(s):
- i. Direct the respondent to refund the entire amount paid by the complainant to the respondent along with interest.
10. 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:**

11. The respondent has contested the complaint on the following grounds:
- I. That the complainant had approached the answering respondent for booking a commercial unit in an upcoming project Ansal Townwalk, Sector 104, Gurugram. However, complainant failed to execute builder buyer agreement with the respondent despite repeated requests.
  - II. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the complainant failed to execute builder buyer agreement with the respondent despite repeated requests.

- III. That the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e. RERA Act, 2016. It is further submitted that Parliament would not make the operation of a statute retrospective in effect.
- IV. That the complainant specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. The complainant cannot be allowed to take advantage of his own wrong.
- V. That even if for the sake of argument, the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainant belatedly. The complainant has admittedly filed the complaint in the year 2025 after an unexplained delay. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.
- VI. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities. The permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondent has in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- VII. That the respondent has adequately explained the delay. The delay has been occasioned on account of things beyond the control of the answering respondent. The builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No.

20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the answering respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.

12. 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 those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority:**

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

**E.I Territorial jurisdiction**

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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**

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

16. 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.

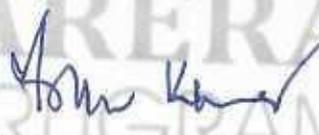
**F. Findings on the relief sought by the complainant.**

1. Direct the respondent to refund the entire amount paid by the complainant to the respondent along with interest.
17. That the complainant claims to have booked a commercial unit in the project of the respondent namely Ansal Townwalk, situated at Sector-104, Gurugram and alleges that a unit bearing no. Office-805 was proposed to be allotted for a total sale consideration of Rs. 32,73,321/- out of which an amount of Rs. 26,68,272/- is stated to have been paid.
18. However, it is respectfully submitted that the complainant has failed to place on record any cogent or substantive document in support of the alleged transaction. The only document annexed along with the present complaint is a Customer Ledger. No other document such as application form, booking form, allotment letter, receipt(s), demand letter(s), correspondence, or any other supporting record has been filed by the complainant.

19. It is further an admitted and undisputed position that no allotment letter was ever issued by the respondent in favour of the complainant and no builder buyer agreement was ever executed between the parties.
20. In the absence of the above essential documents, the alleged transaction never matured or progressed into a concluded contract and did not culminate into the allotment of any unit, office space, plot, apartment, or building. Consequently, no enforceable right, title or interest in any property ever accrued in favour of the complainant.
21. The complainant has sought refund of the amount paid along with interest. However, before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:
- "...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*
22. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere execution of an Expression of Interest and payment of a booking amount, in the absence of an allotment letter or builder buyer agreement, does not confer the status of an allottee upon the complainant.
23. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through

an allotment letter and a builder buyer agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.

24. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant essentially relates to refund of money is a matter falling outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
25. In view of the above facts and circumstances, this Authority holds that the complainant do not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.
26. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
27. Complaints stand disposed of.
28. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025