

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

**Complaint No:** 6398 of 2024  
**Date of complaint:** 01.08.2025  
**Date of order:** 23.12.2025

Arun Singhal

**R/o:** G-11, South City-2, Sohna Road, Patio  
Club, Sector-49, Gurugram-122018

**Complainant**

**Versus**

M/s JMS Infra Private Limited

**Registered office at:** 7<sup>th</sup> Floor, North Tower,  
M3M Tee Point, Sector-65, Gurugram-122001

**Respondent**

**CORAM:**

Shri Arun Kumar

Shri Phool Singh Saini

**Chairman**

**Member**

**APPEARANCE:**

Shri Pankaj Kumar Yadav (Advocate)

Shri Ravinder Singh Kinha (Advocate)

**Complainant**

**Respondent**

**ORDER**

1. The present complaint 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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of the project, the details of 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:

S. No.	Particulars	Details
1.	Name and location of the project	"The Nation", Sector-95, Gurugram
2.	Nature of the project	Affordable residential plotted colony under DDJAY
3.	Project area	22.35625 acres
4.	DTCP license no.	i. 11 of 2022 dated 02.02.2022 valid up to 01.02.2027 ii. 4 of 2023 dated 06.01.2023 valid up to 05.01.2028 ii. 111 of 2023 dated 25.05.2023 valid up to 24.05.2028
5.	Name of licensee	JMS Infra Pvt. Ltd. and 2 others
6.	RERA Registered/ not registered	89 of 2023 dated 11.09.2023 valid up to 31.12.2026
7.	Plot no.	A43 (As per page no. 18 of the complaint)
8.	Unit area admeasuring	149.887 sq. mtr. (As per page no. 18 of the complaint)
9.	Date of execution of agreement for sale	01.07.2024 (As per page no. 16 of the complaint)
10.	Possession clause	<b>7. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE:</b> <b>7.1 Schedule for possession of the said plot for residential usage:</b> <i>The Promoter agrees and understands that timely delivery of possession of the plot for residential to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.</i> (As per page no. 24 of the complaint)
11.	Due date of possession	31.12.2026 (As per RERA registration)
12.	Total sale consideration	Rs.1,07,55,960/- (As per page no. 19 of the complaint)

13.	Amount paid by the complainant	Rs.96,29,171/- (As per applicant ledger dated 29.04.2024 on page no. 38 of the complaint)
14.	Occupation Certificate	Not obtained
15.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainant has made the following submissions:
- I. That the complainant is a well-educated, law-abiding citizen having impeccable record and reputation in the society.
  - II. That the respondent has advertised, marketed and launched a project named as "The Nation" in Sector 95, Gurugram. The respondent while promoting and offering to sell the units in the project made several promises pertaining to quality, completion, facilities, amenities, reputation, permission, and approvals in relation to the said project. The respondent categorically mentioned that the project shall also have club house, swimming pool/ Kids Pool, School, Pavilion, Open Air Theatre, Waterbody, Skate Park, Jogging Track, Kids' Play Area, Basketball Court, Half Tennis Court, Badminton, Lawn etc. It is pertinent to mention here that the respondent assured and promised to deliver the physical vacant possession of the dwelling unit to the proposed buyer within 48 months.
  - III. That in pursuant to the representations made by the respondent, the complainant booked a flat in the said residential township project for a total sale consideration of Rs.1,07,55,960/- for plot no. A43 admeasuring 179.266 sq. yd.
  - IV. That the respondent has not define the hidden charges which is not part of BBA agreement as which is External Electrification Charges, Compound Wall, Miscellaneous Charges, Interest and Refundable Interest free Security against

Construction amounting to Rs.10,29,237/-.

- V. That the builder buyer's agreement dated 01.07.2024 mentioned that the project will be completed within 48 months from the date of sanction of the building plans of the said residential project. The respondent got the approval of the building plans on 02.02.2022 as informed by the respondent while raising demand on start of excavation work.
- VI. That the complainant came to know about the fact that the respondent had no intention to deliver the project and was dragging their feet by indulging into delaying and dilatory tactics unfairly to fleece the complainant not caring for completing the project in promised time span. Further the complainant was shocked with the present state of affairs and felt being cheated by the respondent. The complainant when further enquired about the same, she was shocked to figure out that the respondent is habitual of making false promises and assurances on one pretext or other not only to the complainant but to the other similarly situated persons which in fact is evident from referring to numerous other complaints filed and got adjudicated in favour of the buyers and against the respondent which itself is an admission on record about various acts of omission and commission prejudicial and detrimental to the complainant in contravention to the terms and covenant of the builder buyer agreement as well. The complainant made endeavours to further enquire about respondent, whereby she has been apprised that the respondent is guilty of money laundering and is facing many trials due to several court cases and complaints against it, including before this Authority.
- VII. That the complainant made efforts to find the status of the said project from the website of the Authority but again it was a shocking experience. The respondent was paying scant attention and regards to the compliance of lawful instructions and directions of the Authority established under the provisions

of the Act of 2016. The residential project of the respondent was registered with number 89 of 2023 with completion date of 26.11.2024 for the project.

- VIII. That the above said facts and circumstances shows that the respondent has acted in an unlawful manner to derive unlawful gains and cause huge losses to the other buyers similarly like the complainant. Initially, by making false representations, the respondent has convinced the complainant to purchase a plot and thereafter failed to complete the project within the time. Therefore, due to the said unlawful acts of the respondent, the complainant is constrained to approach this Hon'ble forum for justice and exercise the legal remedy available.
- IX. That the complainant declares that the subject matter of the claim falls within the jurisdiction of Authority.
- X. That in view of the above facts and submissions, it is evident that the respondent is guilty of the offence of breach of trust, deficiency in services and the respondent has violated the Rules and Regulations and the provisions of the Act of 2016.

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

4. The complainant has sought following relief:
- i. Direct the respondent to reimburse the hidden charges which is not part of BBA agreement i.e., External Electrification Charges, Compound Wall, Miscellaneous Charges, Interest and Refundable Interest free Security against Construction of amounting Rs.10,29,237/-.
  - ii. Direct the respondent to pay Rs.50,000/- towards the litigation charges of the present complaint.
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.

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 submissions made by the parties.

**D. Reply by the respondent:**

7. The respondent has contested the complaint on the following grounds:
- I. The respondent is filing the present reply to the brief facts through its Authorized representative Sh. Sanjeet Kumar, who is duly authorized to act on behalf of the respondent vide Board resolution dated 16.10.2023. It is respectfully submitted that all the averments and contents stated in the complaint under reply are denied in toto, individually and specifically except those which are specifically admitted hereinafter. It is stated that nothing shall be deemed to be admitted by a mere reason of non-traverse.
  - II. That the present complaint is gross misuse of the process of law. It is respectfully submitted that the complainant is guilty of "*suppression veri & suggestion falsi*" and the complainant has advertently not provided the correct factual background of this case. The complaint ought to be dismissed on this ground alone as the complainant has concealed vital facts & documents and with malafide intention.
  - III. That the present complaint filed by the complainant is bundle of lies and hence is liable to be dismissed. Further the complaint is also not maintainable as it doesn't disclose any cause of action for filing the complaint against the respondent.
  - IV. That the complaint is also liable to be dismissed being premature as respondent has not yet issued to the complainant the formal offer of possession letter along with details of final demand of pending dues which will contain remaining part payment of total price/total sale consideration along

with other charges and thus at this stage the complainant cannot file the complaint pertaining to final demand of pending dues.

- V. That the complainant intentionally delayed the execution and registration of Agreement to Sale (ATS), even after multiple reminders from the respondent. The complainant negligence has resulted into loss of original allotment letter issued in favour of the complainant by the respondent vide dated 11.12.2023. The allotment letter is the primary document which contains all vital information regarding to the project and plot and thus it shows the conduct of the complainant from the very initial stage that he has created issues by not executing the agreement for sale and loss of allotment letter.
- VI. That the present complaint is an abuse of the process of this Hon'ble Authority and process of law at the behest of the complainant. The complainant is trying to suppress material facts relevant to the matter. The complainant is making false, misleading, frivolous, baseless, unsubstantiated allegations against the respondent with malicious intent and the sole purpose of the complainant behind filing the complaint is to extract unlawful gains from the respondent.
- VII. That the complaint is devoid of any merits and as such is liable to be outrightly dismissed with heavy and exemplary costs in favour of the respondent. The present complaint is also not maintainable and is liable to be dismissed as the complainant by way of this complaint wants to extract unlawful money.
- VIII. That the present complaint is also liable to be dismissed as there is no cause of action in favour of the complainant and against the respondent, to file the present complaint. The complaint is premature and is without any cause of action.

#### **E. Jurisdiction of the Authority**

8. 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**

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram 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 completed territorial jurisdiction to deal with the present complaint.

### **E.II Subject matter jurisdiction**

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.*

9. 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. Maintainability of the complaint.**

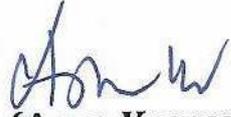
10. The complainant booked a unit in the project of the respondent namely, "The Nation", situated at Sector-95, Gurugram. An agreement to sale was executed on 01.07.2024 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.96,29,171/-.

11. The complainant has sought the relief of reimbursement of the hidden charges which is not part of agreement to sale i.e., External Electrification Charges, Compound Wall, Miscellaneous Charges, Interest and Refundable Interest free Security against Construction of amounting Rs.10,29,237/-. As per clause 1.2(v) of the agreement to sale, the total sale value of the plot does not include registration charges, stamp duty, administration charges, connection charges i.e., External Electrification charges, Electricity Facility charges, Water Facility charges, Sewerage charges, Compound wall/ fencing charges, Infrastructure Augmentation charges, taxes/cess/levies etc.
12. The complainant has opted for a instalment link payment plan and as per the opted payment plan the complainant has to pay 10% of the total sale value on booking, 40% within 30 days of the booking on the day of registration of agreement for sale, next 30% on commencement of sewage/drainage, another 10% of the sale consideration on water lines, other 10% on commencement of street poles and remaining 10% on offer of possession. The complainant has paid an amount of Rs.96,29,171/- which amounts to 90% of the total sale consideration and the hidden charges claimed by the complainant amounts to Rs.10,29,237/- i.e., 10% of the sale consideration.
13. The respondent in its reply dated 07.08.2025 mentioned that as per the possession clause of the agreement, the due date of possession is 31.12.2026 which is yet to arrive. Moreover, the respondent has not issued any offer of possession along with outstanding dues which is supposed to be paid on offer of possession. Thus, the complaint is not maintainable being pre-mature as the due date of possession has not lapsed till date and requested the same to be dismissed on this ground alone.
14. On perusal of the documents placed on record, the Authority has observed that the complainant has failed to substantiate his claims with any

documentary evidence. In the absence of such material proof, the Authority is unable to ascertain the legitimacy of the complainant's concerns about the claimed reliefs. Moreover, the due date of possession has not lapsed till date. Thus, the present complaint is not maintainable being pre-mature and is accordingly dismissed on this ground alone.

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

  
**(Phool Singh Saini)**  
Member

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority,  
Gurugram

**Dated: 23.12.2025**

**HARERA**  
GURUGRAM