

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM****Complaint no.:** 146 of 2025 & Ors.
Date of decision: 27.01.2026

NAME OF THE BUILDER		ILD Millennium Private Limited	
PROJECT NAME		"Grand Centra"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/146/2025	Sunil Kumar Gupta Vs ILD Millennium Private Limited	Shri Tushar Behmani, Advocate Ms Himani, Advocate
2.	CR/3022/2025	ILD Millennium Private Limited Vs Sunil Kumar Gupta	Ms Himani, Advocate Shri Tushar Behmani, Advocate

CORAM:Shri Arun Kumar
Shri P S Saini**Chairman
Member****ORDER**

1. This order shall dispose of all the 2 complaints titled as above filed before the authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the

project, namely, “**Grand Centra**” being developed by the same respondent/promoter i.e., M/s ILD Millennium Private Limited. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking delay possession along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.

3. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar as both are cross-complaint. Out of the above-mentioned case, the particulars of lead case ***CR/146/2025 Case titled as Sunil Kumar Gupta VS ILD Millennium Private Limited*** are being taken into consideration for determining the rights of the allottee(s) qua the reliefs sought by the complainant-allottees.

A. Unit and Project related details:

4. 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.	Heads	Information
1.	Name and location of the project	Grand Centra, Sector 37 C, Gurgaon, Haryana
2.	Nature of the project	Residential group housing project
3.	Project area	15.4829 acres
4.	DTCP license no.	13 of 2008 dated 31.01.2008

5.	Name of license holder	M/s Jubilant Malls Pvt. Ltd. and 3 others
6.	RERA Registered/ not registered	Registered vide no. 62 of 2017 dated 17.08.2017 valid up to 16.02.2020
7.	Welcome letter	16.12.2014 (page 30 of complaint)
8.	Apartment no.	GCB-702, Tower- GCB, (page no. 28 of complaint)
9.	Unit measuring	1745 sq. ft. (super area) (page no. 7 of reply)
10.	Allotment letter	Not executed
11.	Date of agreement for sale	Not executed
12.	Total sale consideration	Rs. 91,16,275/- (as per SOA at page no. 50 of reply)
13.	Amount paid by the complainant	Rs. 4,04,000/-
14.	Unit Surrender mail by complainant	15.05.2017 (page 41 of complaint)
15.	Cancellation letter	01.10.2024 [at page 45 of reply]
16.	Occupation certificate	Not on record
17.	Offer of possession	Not offered

B. Facts of the complaint:-

5. The complainant has made the following submissions: -
- That the complainant is an allottee within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016. The

- respondent company, M/s ILD Millennium Private Limited. is a limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services.
- b. The respondent, M/s ILD Millennium Private Limited. advertised about its new project namely "Grand Centra" on the 15.4829 acres of land, in Sector – 37C of the Gurugram. The respondent painted a rosy picture of the project in its advertisements making tall claims.
 - c. In 2014, the respondent company issued an advertisement announcing a Group Housing Colony Project called 'Ild Grand Centra' in a land parcel admeasuring a total area of approximately 15.4829 acres, situated at Sector – 37C, Gurugram, Haryana and thereby invited applications from prospective buyers for the purchase of units in the said Project. The respondent confirmed that the project had got building plan approval from the Authority.
 - d. That relying on various representations and assurances given by the respondent company that the competition is round the corner and on belief of such assurances, the complainant, purchased the said apartment.
 - e. That an apartment buyer's agreement was never executed between the complainant and respondent company till date. But a Welcome Letter had been issued on 16.12.2014 after numerous requests made to the respondent before it put forward instalment demands. Further, the complainant having dreamed of its residential unit in NCR signed the agreement in the hope that the unit will be delivered. The complainant was also handed over one detailed payment plan which was construction linked plan. Unfortunately, the dream of

owning a unit of the complainant was shattered due to the dishonest, unethical attitude of the respondent.

- f. That the respondent failed to hand over the actual physical possession of the unit which is in an inhabitable situation. The respondent has completely failed to honour its promises and has not provided the services as promised and agreed through the lured advertisement, ABA, and the different assurances from time to time. Further, such acts of the respondent is also illegal and against the spirit of the RERA Act, 2016, and HRERA Rules, 2017.
- g. That the respondent has played fraud upon the complainant and has cheated them fraudulently and dishonestly with a false promise to start and complete the construction of the project site within a stipulated period. The respondent had further mala-fiddly failed to execute the BBA executed with the complainant. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent are filing the present complaint.
- h. That the complainant has suffered a loss and damage in as much as they had deposited the money in the hope of getting the unit for residential purposes. They have not only been deprived of the timely possession of the unit but the prospective return they could have got if they had invested in a fixed deposit in a bank. Therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the ABA.
- i. That the complainant have never delayed in making any payment and have always made the payment rather much before the construction-linked plan attached to the Welcome Letter. Since

there was no demand raised by the respondent company after 02.04.2015, the further instalments as per the Construction Linked Plan, were not paid. This is because of the reason that the respondent company failed to proceed further with the construction of the project.

- j. That the complainant has approached the Company with a request for handing over the possession of the unit allotted along with payment of interest on the deposited amount as per the RERA Rules.
- k. That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainant has suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
- l. That the complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their unit and the provisions allied to it. The modus operandi adopted by the respondent, from the respondent point of view may be unique and innovative but from the allottees point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the allottee, be it either through not implementing the services/utilities

as promised in the brochure or through not delivering the project in time.

- m. That the complainant is the one who has invested their life savings in the project and are dreaming of a home for themselves and the respondent have not only cheated and betrayed them but also used their hard earned money for their enjoyment.
- n. That the complainant is entitled to get delay possession charges with interest at the prescribed rate from date of application/ payment to till the realization of money under section 18 & 19(4) of Act. The complainant is also entitled for any other relief which they are found entitled by this Authority.
- o. That the project in question is ongoing as defined under Rule 2(o) of the Rules ibid and does not fall in any of the exception provided under the Rules.

C. Relief sought by the complainant:

- 6. The complainants have sought following relief:
 - a. To direct the respondent to pay the interest on the total amount paid by the complainant i.e. Rs.4,04,000/- at the prescribed rate of interest as per RERA from the due date of possession till the date of actual physical possession.
 - b. Direct the respondent to hand over the actual physical possession of the unit booked by the complainant and allotted to them.
 - c. Direct the respondent not to revoke the cancellation letter dated 01.10.2024 and re-allot the unit to the complainant and direct the respondent not to create third-party rights till disposal of the present complaint.

- d. Direct the respondent not to charge any holding charges, CAM charges, Maintenance Charges, and any other charges that are not part of the BBA.
- e. Execute the ABA as same is pending since Oct' 2014.

D. Reply filed by the respondent:

7. The respondent has contested the complaint on the following grounds:
 - a. That the respondent had initiated a project namely, "Grand Centra - ILD", located in New Gurgaon, Sector-37, the proposed project was to be an FDI Funded Project, being developed by "ILD Millennium Private Limited", surrounded by green conscious eco-friendly gated complex with 3 tier advance security system. That the Project was duly registered with the Haryana Real Estate Regulatory Authority, and a Registration Certificate of the Project was duly issued to the Respondent on 17.08.2017, bearing No. Regd. 62 of 2017. Thereafter, the Respondent was duly granted Licence No. 13 of 2008 for the development of the concerned Project, under the Haryana Development & Regulation of Urban Areas Act.
 - b. That when the complainant got to know of the proposed development of the project, she, after performing her own due diligence and being completely satisfied with the then status of the project, expressed her interest in getting an allotment and submitted an Application/Booking Form.
 - c. That the respondent had also categorically mentioned in the Application Form that developer, i.e. the respondent herein reserves the absolute right to assign, transfer, or otherwise convey all rights, title, interest, and obligations pertaining to the project, whether

- wholly or in part, to any third party, at its sole discretion. The Application Form further affirms that in the event of such assignment or transfer. Subsequently, the respondent issued a Welcome letter dated 01.11.2014 to the complainant, a unit tentatively admeasuring 1745 sq. ft. (approx..) was tentatively allotted to them.
- d. That the complainant has made certain payments towards the consideration for the unit. That as per the complainant's ledger account, a total sum of Rs.4,04,000/- has been received from the complainant in respect of the unit.
- e. Thereafter, due to certain financial constraints, the project herein was attached by the Hon'ble High Court of Delhi, in the matter titled "*Assets Care & Reconstruction Enterprise Limited v. International Developers Pvt. Ltd. & Ors.*" Bearing No. OMP (ENF.) (COMM.) 122 of 2022 and the execution of the above-mentioned order passed by the Hon'ble High Court of Delhi is pending before the Ld. Civil Judge, Gurugram in the case titled "*Piramal Capital & Housing Finance Limited v. International Developers Private Limited & Ors.*", bearing No. CIS No. EXE-80 of 2023, and the Project in question was attached by the Ld. Civil Judge.
- f. That due to acute financial distress and lack of requisite funding, the respondent was constrained to discontinue the development of the project. Consequently, all rights pertaining to development, marketing, and associated interests in the project were duly transferred to another developer. In this regard, the Directorate of Town and Country Planning, Haryana, vide the Letter dated 26.12.2023, approved for the assignment of development and marketing rights in favour of a separate developer.

- g. That the Respondent herein does not fall within the definition of the 'promoter' as per Section (zk) of the RERA Act, 2016 and thus, no relief can be granted against the complainant. Thus, the present complaint is liable to be dismissed on this ground alone.
- h. That subsequent to the unforeseen and unfortunate circumstances, the unit of the complainant was duly cancelled. That the respondent *bonafidely* informed the complainant that any amount invested by her shall be refunded.
- i. That the respondent has acted at all times in good faith and without any intent to defraud the complainant or the other allottees. However, the complainant has deliberately failed to disclose the true and complete facts of the matter and is *malafidely* attempting to portray the Respondent in a negative light before this Authority. The complainant has approached this Authority with unclean hands and has suppressed material facts, and thus, is not entitled to any relief. Hence, the present complaint is liable to be dismissed.
- j. That the respondent has duly complied with the mandate of Section 15 of the RERA, 2016, whereby the erstwhile promoter of a project is required to procure two-third consent from the allottees of the project being transferred. The respondent in compliance with the provision of Section 15, for the change of the promoter, of the concerned project, issued a notice seeking objections from the allottee. That during the course of proceedings before the Authority in the matter of RERA-GRG-1651-2024, it was submitted that out of 216 units, only 67 units were sold out of which 20 units were duly settled by the respondent.

- k. Thereafter, a Public notice dated 27.06.2024 was issued, seeking objections from the allottees. Thus, the respondent has always acted *bonafidely*, and has duly complied with the directions of the Authority. That the same has been observed by the Authority in the proceeding under RERA-GRG-1651-2024, vide order dated 24.06.2024. The respondent proceeded with the change of developer for the concerned project only after obtaining 2/3rd consent from the allottees. Thus, the respondent was well within its rights to proceed with the transfer of the rights for development and marketing of the concerned project to the third-party.
- l. That the change of developer for the concerned project has been approved by the DTCP, Haryana vide memo no LC-1387-II-JE(SK)-2024/11643-48 dated 09.04.2024. Furthermore, the promoter of the concerned project had applied for the registration of the project as per the directions of the Hon'ble Delhi High Court order dated 18.10.2023.
- m. That the respondent had duly complied with the direction issued by the Authority and has fulfilled all the mandatory requirements for the valid and absolute transfer of the development/marketing rights, etc., of the project to another developer. Moreover, the Authority has approved the proposed plan for the transfer of such rights in favour of another developer for the concerned project vide order dated 22.07.2024.
- n. That till date, the respondent has duly settled approximately ninety per cent of the claims raised by the allottees, pertaining to the allotment in the concerned project. These settlements have been carried out in good faith and in accordance with the contractual

obligations between the Parties. The respondent has taken consistent and *bonafide* measures to address grievances, resolve disputes amicably. That the respondent remains committed to fulfilling its obligations toward the remaining allottees.

- o. That the respondent has further filed a **complaint bearing No. 3022 of 2025, titled 'ILD Millenium Private Limited v. Sunil Kumar Gupta before the Authority**, seeking the Authority's intervention to direct the complainant herein to come forward and accept the refund of the amount paid by her. The respondent is no longer the promoter/developer of the project. Therefore, no issue remains to be adjudicated by this Authority in so far as the respondent is concerned. Hence, the present complaint is liable to be dismissed.
- p. That the respondent had executed an agreement with another developer, and under this agreement, the respondent has transferred all the marketing and development rights and hence, is not a promoter/developer of the project in question. The respondent has not been engaged in the development of the Project Grand Centra, Sector 37C. The respondent, not being a developer of the project, has no right to allot any space to the complainant.
- q. That the relief sought by the complainant has been rendered infructuous and cannot be given. There remains no right or title or claim in favour of the complainant and hence the present complainant is liable to be dismissed.
- r. That upon the transfer of development and marketing rights in the project, the respondent no longer stands in the capacity of a promoter, and has no right to create any right, title or interest in favour of anyone. Thus, the respondent does not have the capacity to

either complete the project or give valid possession of a unit in the project to the complainant.

- s. That such circumstances are governed by the Doctrine of Frustration, and according to the said doctrine, when a contract becomes impossible to perform due to the happening of some unforeseen circumstances which were beyond the control or calculation of the parties involved, the law cannot compel its performance. When such a contract becomes entirely impossible without the fault of the parties, the contract gets dissolved by this doctrine. This doctrine is based on the maxim '*Lex non cogit ad impossibilia*'. The maxim essentially means that "law does not compel the impossible".
- t. That as per Section 65 of the Indian Contract Act provides that once an agreement is discovered to be void, or when it subsequently becomes void, any party who has received any benefit under the agreement is bound to restore such benefit or compensate for it to the person who provided the benefit. That in the light of the practical impossibility of the present situation, no possession could be handed over to the Complainant, and thus, the present complaint is liable to be dismissed on this ground alone.
8. 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 complaint

9. The Authority observes that that the present complaint is based on a Welcome Letter dated 16.12.2014 vide which the respondent allotted

a unit bearing no. GCB-702 admeasuring area 1745 sq. ft (tentative) to the complainant along with payment schedule. However, as per record, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties till date. Thus, the transaction between the parties never progressed beyond the stage of welcome letter.

10. 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."

11. 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 a Welcome Letter and payment of a booking amount, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.
12. 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 agreement for sale. In the

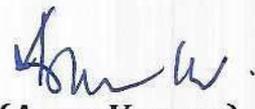
absence of such documents, no concluded contract for sale came into existence between the parties.

13. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to execution of agreement for sale, payment of pending assured return, handover of possession and payment of delay possession charges pursuant to a Welcome Letter, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
14. However, till filing of the complaint which is around 10 years from the date of execution of the Welcome Letter, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties. The complainant remained dormant of his rights for more than 10 years and he didn't approach any forum to avail his rights. There has been such a long unexplained delay in pursuing the matter. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. The procedure of law cannot be allowed to be misused by the litigants. 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.
15. The Authority is of view that although the law of limitation does not strictly apply to the 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 that “*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. Therefore, considering the above, it is determined that the present complaint has not been filed within a reasonable time period.

16. 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, as firstly the complainant does not fall within the definition of “allottee” as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Secondly, the complainant has not filed the present complaint within a reasonable period of time. Consequently, the present complaint stands dismissed with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.
17. This decision shall mutatis mutandis apply to cases mentioned above.
18. Complaint stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
19. File be consigned to registry.


(P S Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.01.2026