

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

Complaint no.: 1456 of 2025
Date of filing: 17.03.2025
Date of decision: 23.12.2025

Priyanka Batra

R/o: B-22, Income Tax Colony, Pedder Road, Mumbai

Complainant

Versus

M/s DLF Home Developers Limited

Registered office at: 1ST floor, Gateway Tower,
R Block, DLF City, Phase-III, Gurugram

Respondent

CORAM:

Shri. Arun Kumar

Chairman

Shri. Phool Singh Saini

Member

APPEARANCE:

Maninder Singh (Advocate)

Complainant

Ishan Dang (Advocate)

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 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.

A. Unit and project related details

2. The particulars of unit details, 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:

Sr. No.	Particulars	Details
1.	Name and location of the project	"Alameda", Sector-73, Gurugram
2.	Nature of the project	Residential Colony
3.	Project area	100 acres
4.	DTCP License no	88 of 2010 for land measuring 110.506 valid upto 27.10.2018 21 of 2012 for land measuring 7.006 acres valid upto 19.03.2030
5.	HRERA registered/ not registered	Registered as 59 of 2021 dated 21.09.2021 valid upto 24.11.2024
6.	Allotment letter dated	28.06.2012 (As stated at page 04 of complaint. However, no document is placed in file.)

7.	Date of execution of flat buyer's agreement	25.07.2012 (Between the original allottee i.e Jagmohan Dang and the respondent)
8.	Subsequent allottee i.e the complainant	21.03.2013 as per the complainant (Page 15 of the complaint) Nomination letter confirming the transfer of allotment in favor of the complainant on 01.04.2013 (Page 72 of reply)
9.	Unit no.	37, Block C-8A (As per on page no. 22 of the complaint)
10.	Carpet Area	209 sq. mtr. 249.9 sq. yds. (As per on page no. 22 of the complaint)
11.	Possession clause	11(a) <i>The Company shall endeavour to offer possession of the Said Plot, within eighteen (18) months from the date of execution of this Agreement subject to timely payment by the Intending Allottee(s) of Sale Price, stamp duty Govt. charges and any other charges due and payable according to the Payment Plan attached as Annexure-II, and Schedule of</i>

		<i>Government charges recovery attached as Annexure-III. (Page 27 of complaint)</i>
12.	Due Date	25.01.2014
14.	Total consideration	Rs. 51,24,366/- (As per payment schedule at page 39 of complaint) Rs. 40,93,265/- (As per buyer agreement at page 22 of complaint)
15.	Total amount paid by the complainant	Rs. 40,93,265/- (At page 54 of complaint) Rs.61,53,117/- (As per SOA at page 115 of reply)
16.	Part Completion certificate	1.05.2013 for 107.512 acres (At page 38 of reply) 28.06.2017 for 3.90 acres (As per page 43 of reply)
17.	Offer of possession	17.12.2012
18.	Conveyance Deed	08.10.2015 (Page 43 of complaint)

B. Facts of the complaint

3. The complainants have submitted as under:

- I. That the real estate project named "DLF Almeda", which is the subject matter of present complaint, is situated at Sector 73, District Gurugram, therefore, the Hon'ble Authority do have the jurisdiction to try and decide the present complaint.
- II. That in 28.06.2012, Mr. Jagmohan Krishan Dang was allotted a residential plot bearing no. C-8A/37 within the aforesaid projected developed by the respondent wherein the respondent claimed itself to be an ethical business house engaged in the field of construction of residential and commercial project across the country with a sterling reputation.
- III. That thereafter, the present complainant stepped into the shoes of the previous owner by purchasing the aforesaid plot of land in resale and the present respondent has endorsed the same into the plot buyer's agreement. Further upon raising demands by the respondent, the complainant diligently paid and satisfied the same within the stipulated timeframe laid down within the aforesaid agreement.
- IV. That as on today, the complainant has already disbursed a total sum of Rs. 40,93,265/- towards the sale consideration of the aforementioned plot of land and on 08.10.2015, the respondent, through its representatives executed the conveyance deed in favour of the complainant vide vasika no. 16665 dated 08.10.15 registered within the office of sub-registrar Gurugram Haryana.
- V. That thereafter, the complainant, by personal reasons, left the aforesaid plot as it is and when in 2024, the complainant started construction over the aforesaid plot, then, the respondent, through its representatives, begin interfering within the possession of the complainant, raising all sorts of objections in order to prevent the

complainant from developing or raising any construction on the said plot of land.

- VI. That the respondent, through its representatives also directed the complainant to obtain no-objection from its neighbours prior to raising any construction which was also obtained by the complainant however, the respondent kept preventing the complainant from raising any construction over the said piece of land over one pretext or the other. The illegal/unwarranted actions of the respondent compelled the complainant to knock the doors of this Hon'ble Authority and file the present complainant requesting the immediate intervention of the authority in the present matter and restrain the respondent from interfering within the possession of the complainant while allowing the complainant to raise the construction over the subject plot of land.
- VII. That the cause of action accrued in favor of the complainant and against the Respondent when the Respondent begin interfering and restraining the Complainant from raising construction over his own plot of land. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent is still constantly interfering and preventing the complainant from raising construction over the subject plot of land.
- VIII. That the complainant further declares that the matter regarding which the present complaint has been made is not pending before any court of law and any other authority or any other tribunal on the subject matter.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- i. Direct the respondent to intervene and restrain the respondent from interfering within the subject plot of land while directing the

respondent to permit the complainant to raise construction over the subject plot.

5. On the date of hearing, the authority explained to the respondents/promoters 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

The respondent has contested the complaint on the following grounds:

- I. That the respondent has conceptualized a residential project known as *DLF Alameda*, situated in Sector 73, Gurugram, in accordance with permissions, approvals and sanctions from the competent authorities. As a result of the sustained efforts of the respondent, Directorate of Town & Country Planning Department, Haryana, Chandigarh had issued licence bearing no 88 of 2010 **for** development of residential plotted colony over the total land measuring 100.506 acres. Subsequently, additional licence bearing no 21 of 2012 was also issued by the competent authority for setting up a residential plotted colony for the additional land measuring 7.006 acres. The layout plan of the colony as well as the zoning plan of the colony were also duly approved by Directorate of Town & Country Planning Department, Haryana, Chandigarh.
- II. That the application for issuance of completion certificate in respect of the 107.512 acres of the project in question had been submitted to the competent authority on 09.01.2013. In furtherance of aforesaid application, part completion certificate had been granted on 01.05.2013. An application for issuance of completion certificate in

respect of the 3.90 acres of the project in question was submitted on 03.12.2014. In furtherance of the aforesaid application, part completion certificate had been granted on 28.06.2017.

III. That considering the fact that development work had been completed at the spot and that part completion certificate in respect of the part of the colony where the property in question is situated had been obtained by the respondent well before the notification of the Haryana Real Estate Regulation and Development Act, 2016 (hereinafter referred to as the '2016 Act'/RERA) and the pending application for grant of completion certificate in respect of the balance area too had been filed before the notification of the Haryana Real Estate Regulation and Development Rules 2017 (hereinafter referred to as the '2017 Rules'), it is respectfully submitted that the project in question cannot by any stretch of imagination be construed to be an 'Ongoing Project' as defined under Rule 2(1)(o) of the Rules. The project has not been registered under the provisions of the Act. Therefore, this 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.

IV. That the buyer's agreement dated 25.07.2012 in respect of plot bearing No C-8A/37 admeasuring 209.00 sq mtr (249.96 sq yds) executed by the original allottee and endorsed in favour of the complainant. Nomination Letter dated 01.04.2013 confirming the transfer of allotment in favour of the complainant. Possession of the plot was offered to the complainant on 17.12.2012 and final statement of account was provided to the Complainant vide letter dated 29.07.2014. Conveyance deed bearing vasika no 16665 dated 08.10.2015 was executed between the parties.

- V. That the letter dated 18.08.2017 was received by the respondent from Central Bureau of Investigation Anti-Corruption – III, New Delhi whereby the respondent had been directed by the aforesaid authority to provide details pertaining to various plots including the plot allotted to the complainant which is the subject matter of the present complaint. However, there was a confusion with regard to details of plots relating to which information had been sought from the respondent. The respondent had proceeded to depute its Assistant Manager vide Authority Letter dated 29.08.2017 to appear in the office of Central Bureau of Investigation and to submit the reply to the said letter dated 18.08.2017. Eventually, the Central Bureau of Investigation had seized the original case file of the Plot in question and several other properties allotted in favour of the complainant and her husband on 29.08.2017.
- VI. That subsequently, the respondent received a letter dated 30.12.2024 from the Enforcement Directorate, Mumbai informing the respondent about an investigation under the provisions of the PMLA, 2002 (Prevention of Money Laundering Act) against the complainant and her husband, Vivek Batra and in this connection, information regarding the plot in question was sought from the respondent. The requisite information was submitted by the respondent vide letter dated 08.01.2025.
- VII. That the respondent received an email dated 26.02.2024 from the husband of the complainant, Vivek Batra enquiring about the dues, if any including maintenance dues in respect of the plot in question. The respondent replied vide email dated 26.02.2024 that late construction charges @ Rs 500/- per sq yard per month was applicable till receipt of occupation certificate after completion of construction, since construction had not been completed within 4 years from the date of

registration of the sale deed. The respondent also informed that as a gesture of goodwill, the respondent had extended the date for completion of construction by an additional 2 year period and that for the plot in question, the extended period was completed on 08.10.2023. By email dated 27.02.2024, the respondent provided a checklist setting out the charges and documentation requires for issuance of lost documents in respect of the plot in question.

VIII. That it is respectfully submitted that in view of the pending proceedings before the CBI as well as the Enforcement Directorate against the complainant and her husband, pertaining to the plot in question and in view of the fact that the original file pertaining to the plot in question has been seized and is in the custody of the CBI, the respondent has refrained from issuing the NOC for construction. However, if this Hon'ble Authority directs the respondent to issue an NOC, and subject to any orders passed under the proceedings before the CBI and Enforcement Directorate, the respondent shall duly abide by such order.

6. All other averments made in the complaints were denied in toto.
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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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, 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

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)(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.

8. 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 complainants at a later stage.

F. Finding on the relief sought by the complainant:

F.I Direct the respondent to intervene and restrain the respondent from interfering within the subject plot of land while directing the respondent to permit the complainant to raise construction over the subject plot.

9. That in the present case in hand the original allottee was allotted the plot no. 37 BlockC-8A having 249.9 sq. yds in the project of the respondent namely Alameda at Sector 73, Gurugram. Thereafter a plot buyer agreement was executed between the parties on 25.07.2012. As per clause 11(a) of the agreement, the company shall endeavour to offer possession of the Said plot, within eighteen (18) months from the date of execution of this agreement. Therefore, the due date comes out to be 25.01.2014. The complainant in the present case became the subsequent allottee on 21.03.2013. The respondent has confirmed the nomination of transfer of allotment in favour of the complainant on 01.04.2013.
10. That the part completion certificate was obtained on 01.05.2013 and on 28.06.2017 and the possession was offered to the complainant on 17.12.2012. Also, the conveyance deed dated 08.10.2015 was also executed between the parties in respect of the said unit. The complainant has filed the present complaint on 17.03.2025.
11. On the documents and submission made by both the parties, the authority observes that there has been complete inaction on the part of the complainant for a period of more than ten years till the present complaint was filed in March 2025. The complainant remained dormant of their rights for more than 10 years and they didn't approach any forum to avail their rights. There has been such a long unexplained delay in pursuing the matter. 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 the 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.

12. 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. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.

13. The conveyance deed is a legal document that transfers the title of property from one party to another, signifying the completion of the property transaction especially regarding payments related to the purchase price, taxes, registration fees, and any other contractual financial commitments outlined in the agreement. However, despite the conclusion of the financial obligations, the statutory rights of the allottee persist if any provided under the relevant Act/Rules framed thereunder. Execution of conveyance deed is a sort of entering into a new agreement which inter alia signifies that both parties are satisfied with the considerations exchanged between them, and also that all other obligations have been duly

discharged except the facts recorded in the conveyance deed. The said clause reproduced below as:

That the Vendee/s confirms and acknowledges having received actual, physical vacant possession of the said Plot from the Vendors after satisfying himself/herself/itsel/themselves about the Plot Area. The Vendee/s confirms that the Vendee/s is/are fully satisfied and has / have no complaint or claim in respect of the Plot Area.

14. It is pertinent to mention here that complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any other charges. Also it is a matter of record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means.

15. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of possession and compensation under section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.

16. It is also important to note that the plot in question do not fall within the definition of an "Ongoing Project" as contemplated under Rule 2(1)(o)(ii) of the Rules. As per the said provision, an 'ongoing project' does not include any part of any project for which part completion/completion, occupancy

certificate or part thereof had been granted on or before publication of these rules.

17. In the present case, the part completion certificate was granted on 01.05.2013, which is much prior to the enactment and enforcement of the Real Estate (Regulation and Development) Act, 2016 (RERA), which came into force on 01.05.2017. Since the construction stood completed and the completion certificate was duly obtained long before the commencement of RERA, the project cannot be considered as an “ongoing project” under the Rules.
18. In view of the above, the complaint is not maintainable and is hereby dismissed with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law.
19. The complaint stands disposed of.
20. Files be consigned to registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.12.2025