

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

Complaint filed on : 19.08.2025
Order pronounced on: 19.02.2026

Anju Rani

R/o: First Floor, D-11/18, Ardee City, Sector-52,
Gurugram, Haryana- 122011.

Complainant

Versus

- 1. M/s Ardee Housing Private Limited**
- 2. M/s Ardee Infrastructure Private Limited**
Regd. Office for both: Dr. Gopal Das Bhawan, 28
Barakhamba Road, New Delhi -110001
- 3. M/s Ardee Maintenance Services Pvt. Limited**
Regd. office: 16th, Dr. Gopal Das Bhawan, 28
Barakhamba Road, New Delhi -110001

Respondents

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Ms. Anju Rani (in-person)
Shri Venkat Rao (Advocate)

**Complainant
Respondents**

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 there under or to the allottee as per the agreement for sale executed *inter-se* them.



A. Unit and Project-related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Ardee City", Sector-52, Gurugram
2.	Total area of the project	149.258 acres
3.	Nature of the project	Residential Plotted Colony
4.	DTCP license no.	59 of 2013 dated 16.07.2013
5.	RERA Registered /not registered	Not registered
6.	Unit no.	Plot no.18 on Road No. 11 [Page 41 of complaint]
7.	Area of the unit	252 sq. mtrs. [Page 41 of complaint]
8.	Conveyance Deed in favour of original allottee/ 1 st owner (Gaurav Malhotra)	27.06.2006 [Page 39 of complaint]
9.	Sale deed of first floor constructed by original allottee (Gaurav Malhotra) on unit D-11/18 in favour of 2 nd owner (Krishan Kumar s/o late Mr. Govind Ram and to Manju Rani w/o Krishan Kumar)	29.08.2011 [Page 49 of complaint]
10.	Maintenance agreement executed between respondent	02.09.2011



	no.1 and 2 nd owner (Krishan Kumar and Manju Rani)	[Page 59 of complaint]
11.	Krishan Kumar died intestate and his undivided 1/2 (half) share in the Subject Premises on all his Class I legal heirs, namely his wife Mrs. Manju Rani and his three daughters Anju Rani (complainant herein), Rajni Bose and Minu Dwivedi	09.03.2013
12.	Relinquishment Deed executed by Manju Rani and Minu Dwivedi, in favour of Anju Rani (complainant herein)	20.03.2019 [Page 84 of complaint]
13.	Transfer Deed executed by Rajni Bose in favour of Anju Rani (complainant herein)	21.02.2024 [Page 92 of complaint]
14.	Legal notice sent by complainant demanding return of the Security Deposit along with compensation by way of interest	27.06.2025 [Page 73 of complaint]

B. Facts of the complaint:

1. The complainant has made following submissions:

- i. Gopal Dass Estates and Housing Pvt. Ltd., a related concern/group company/associate company of Respondents no.1, 2 and 3 herein, was granted licenses by the Director, Town and Country Planning Haryana under the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as the "1975 Act") to develop the plotted residential colony and group housing project named "Ardee City" in Sectors 51, 52, 53 and 57 of Village Wazirabad and Bindapur, Gurugram bearing Licence Nos.58-67 of 1995, 1-9 of 1997,



2-13 of 1998 and 49-65 of 2002. The net planned area of Ardee City at Sectors 52 and 57 comprises 149.258 acres and area under residential plots comprises 75.262 acres, as per the revised layout plan (Drg. No. DG, TCP - 5267 dt. 31.07.2015) at the website of the Department of Town and Country Planning, Haryana.

- ii. Respondent no.2 represented itself as a promoter and developed and sold Plot no.18 on Road no.11 in D Block of the said licensed plotted residential colony Ardee City in Sector 52, Gurgaon (presently called "Gurugram") to the builder Mr. Gaurav Malhotra s/o Mr. J.C. Malhotra r/o Rishi Apartments, 4 Battery Lane, Rajpur Road, Civil Line, New Delhi - 110054 vide registered conveyance deed dt.27.06.2006 bearing Registration no.7012 at *Bahi* no.1 *Jild* no. 8482 at page no.159 with Additional copy at *Bahi* no.1 *Jild* no.1211 page no.11 to 12 in the office of the Sub-Registrar, Gurgaon (hereinafter referred to as the "Conveyance Deed dt.27.06.2006").
- iii. Clause 11 of the said conveyance deed dt.27.06.2006 stipulated that the maintenance services to the colony shall be provided by the promoter or its nominee till handing over of the services to the municipal authorities/Govt. agencies/local bodies, on the terms and conditions and maintenance charges to be determined by the promoter or its nominees from time to time.
- iv. The aforesaid builder Mr. Gaurav Malhotra constructed three independent units i.e. ground floor & basement, first floor and second floor on the said plot no.18 on road no.11 in D Block of the licensed plotted colony Ardee City pursuant to the Independent Floor Policy, 2009 of the Govt. of Haryana and obtained occupation certificate therefore from the competent authority in 2011.

- v. The said builder Mr. Gaurav Malhotra sold and transferred the entire first floor constructed on aforesaid plot no. D-11/18 together with one car-parking space, amenities, common areas, easementary rights etc. (as more specifically described in the sale deed) to Mr Krishan Kumar s/o late Mr. Govind Ram and to Mrs. Manju Rani w/o Mr Krishan Kumar vide registered Sale Deed dated 29.08.2011 bearing registration no.15,274 of registration year 2011-12 in *Bahi no.1, Jild no.12,969* at page no. 17 and its copy pasted in *Atirikt Bahi no.1, Jild no.1544* at pages 48 to 49 in the office of the Sub-Registrar, Gurgaon.
- vi. Thereafter respondent no.1 entered into a maintenance agreement dt.02.09.2011 with the said Mr Krishan Kumar and Mrs. Manju Rani, for provision of maintenance services and supply of electricity for the First Floor, D-11/18, Ardee City as per the provisions of the 1975 Act.
- vii. Clause 2 of the said maintenance agreement prescribed the deposit of a refundable, interest-free security deposit as follows:

"2. The Flat Owner shall, at the time of execution of this agreement, keep and maintain an interest-free security deposit of Rs.75,000/- for the agreed area of the Flat with AHPL as interest-free security for adjustment of unpaid charges/surcharge under this agreement towards the payment of the above expenses. In case of default in payment of the aforesaid maintenance charges by the Purchaser within 15 days of demand by the Seller/Maintenance Agency, the Seller/Maintenance Agency shall be entitled to recover the same by way of appropriation/adjustment from the aforesaid security deposit and balance, if any, in the Security Deposit account shall be refunded to the Purchaser at the time of the handing over of the services to a Local Body/Authority as aforesaid."

- viii. Thus, as per clause 2 of the maintenance agreement, respondent no.1 was to retain the security deposit on an interest-free basis during the subsistence of the maintenance agreement. However, respondent no.1 was required to return the security deposit at the time of the handing over of the maintenance services to a local body/authority.

- ix. Pursuant to the said clause 2 of the maintenance agreement a sum of Rs.75,000/- was paid by Mr Krishan Kumar and Mrs. Manju Rani to Respondent no.1 as interest-free security deposit by DD no.002750 dt.01.09.2011 drawn on Axis Bank Ltd, Ninex Time Centre, Sector 54, Gurgaon and receipt no.2375 dt.02.09.2011 was issued by respondent no.1 therefor.
- x. pursuant to the Maintenance Agreement Mr. Krishan Kumar and Mrs. Manju Rani had also paid an additional sum of Rs.58,000/- (fifty-eight thousand only) towards installation and connection charges of electricity meter (Rs.50,000/-) and water connection charges (Rs.8000/-) to Respondent no.2 by DD no.002749 dt.01.09.2011 drawn on Axis Bank Ltd, Ninex Time Centre, Sector 54, Gurgaon and receipt no.5534 dt.02.09.2011 was issued by respondent no.2 therefor.
- xi. That all electricity bills (including all administrative charges) raised pursuant to the maintenance agreement have been duly paid without any delay and there is no amount due on that account. The final electricity bill no.E004449 dt.27.02.2020 raised by respondent no.3 for an amount of Rs.3013/- was sent by respondent no.3 from the email ID "cityardee12@gmail.com" on 27.02.2020 to the complainant's email ID "mail@anjurani.com" and was duly paid vide cheque no.283414 dt.04.03.2020 for an amount of Rs.3013/- drawn on the complainant's ICICI bank account. The receipt of the same was acknowledged by Respondent no.3 on 05.03.2020.
- xii. No further demand or any dues or claim in respect of electricity supply has ever been raised by respondents no.1, 2 or 3 in respect of the subject premises till date.

- xiii. Respondent no.3 raised the final maintenance bill no.M003324 dt.01.07.2022 for a sum of Rs.3123/- and sent it vide email of 07.07.2022 from the email ID 'cityardee12@gmail.com' to the complainant's email ID 'mail@anjurani.com'. The said final maintenance bill was electronically paid in full on 07.07.2022 by the complainant by NEFT payment from the complainant's ICICI bank account vide transaction reference ID:000439717817.
- xiv. The said final maintenance bill was raised by respondent no.3 after the due handing over of maintenance services in Ardee City to the local authority/competent authority/MCG. Hence, as per clause 2 of the maintenance agreement the security deposit was required to be returned in full for the subject premises upon receipt of payment of the final maintenance bill.
- xv. That vide email of 09.08.2022 (which did not bounce) the complainant informed Respondent no.3 of the NEFT transaction reference ID of the electronic payment of Rs.3123/- for the final maintenance bill raised by respondent no.3 and requested that the security deposit be returned.
- xvi. All maintenance bills raised under the maintenance agreement for the subject premises have been duly paid in full and there were neither any outstanding dues as on 09.08.2022 nor thereafter. Further, neither respondent no.1 nor respondent no.2 nor respondent no.3 have ever raised any claim regarding any unpaid dues under the maintenance agreement.
- xvii. The maintenance agreement subsisted and has been complied with and acted upon by the parties thereto up to its expiry/termination upon handing over of the maintenance services to the MCG/Local body/competent authority in June 2022.

- xviii. As per clause 2 of the maintenance agreement, respondent no. 1 was liable to return the security deposit in respect of the subject premises without the requirement of any demand to be raised therefor. In any event, after receiving the information regarding the electronic payment details and NEFT transaction reference ID, date of payment and Bank name regarding the payment of the final maintenance bill, respondents no.1, 2 and 3 were required to reconcile their accounts within a reasonable period of 5 to 7 working days and as there were no outstanding dues, were liable to return the security deposit in full.
- xix. Respondents no.1, 2 and 3 failed to take any steps towards return of the security deposit and failed to respond to the complainant's email of 09.08.2022.
- xx. The complainant sent a legal notice dt.27.06.2025 by email and speed post to respondents no. 1, 2, and 3 demanding return of the security deposit along with compensation by way of interest thereon at the rate of 18%. However, respondents no. 1, 2 and 3 have neither returned the security deposit nor paid any compensation and have failed to reply to the said legal notice.
- xxi. The complainant is the successor/legal heir of the owners of the subject premises who were parties to the maintenance agreement, and being the sole owner of the subject premises is fully entitled to claim and receive the security deposit and compensation. The chain of title of the subject premises is as follows:
- Mr. Krishan Kumar died intestate on 09.03.2013 and his undivided 1/2 (half) share in the subject premises devolved by way of intestate succession, under the Hindu Succession Act, 1956, in equal share on all his Class I legal heirs, namely his wife Mrs. Manju Rani and his three daughters Miss Anju Rani



(complainant herein), Mrs. Rajni Bose and Mrs. Minu Dwivedi. Consequently, Mrs. Manju Rani upon inheriting the joint undivided $1/8$ (one-eighth) share, along with her pre-existing $1/2$ (half) joint undivided share in the Subject Premises became owner of $5/8$ (five-eighth) joint undivided share in the Subject Premises, and, Miss Anju Rani (Complainant herein), Mrs. Rajni Bose and Mrs. Minu Dwivedi each became owners of $1/8$ (one-eighth) joint undivided share in the subject premises.

- Thereafter, vide registered relinquishment deed dated 20.3.2019 bearing registration no.14282 in *Bahi* no.1 *Jild* no.36 at page no.87.5 and one copy pasted in *Atirikt Bahi* no.1 *Jild* no.931 on pages 69 to 70 in the office of Sub-Registrar Wazirabad, Gurgaon, both Mrs. Manju Rani and Mrs. Minu Dwivedi, relinquished their $5/8$ (five-eighth) joint undivided share and $1/8$ (one-eighth) joint undivided share, respectively, in the Subject Premises in favour of Miss Anju Rani (complainant herein). Consequently, the Complainant became owner of $7/8$ (seven-eighth) joint undivided share in the Subject Premises, with Mrs Rajni Bose having $1/8$ (one-eighth) joint undivided share in the subject premises.
- Thereafter, vide registered transfer deed dt.21.02.2024 bearing registration no.22252 in *Bahi* no.1 *Jild* no.161 at page no.47 and one copy pasted in *Atirikt Bahi* no.1 *Jild* no.5207 on pages 93 to 97 in the office of Sub-Registrar Wazirabad, Gurgaon, Mrs Rajni Bose transferred her $1/8$ (one-eighth) joint undivided share in the Subject Premises in favour of Miss Anju Rani (complainant herein). Consequently, the complainant, upon transfer of said

1/8 (one-eighth) joint undivided share in the subject premises in her name, along with her pre-existing 7/8 (seven-eighth) joint undivided share therein became full and sole owner of the subject premises.

- xxii. As respondents no. 1, 2 and 3 have not refunded the security deposit till date in breach of clause 2 of the maintenance agreement, and violated S. 11 (4) (a) and (d) and S.18 (3) of the Real Estate (Regulation and Development) Act, 2016 and caused loss to the complainant and unlawful gain to themselves, hence the complainant is constrained to file the instant complaint before the learned Authority praying for relief.

C. Relief sought by the complainant:

3. The complainants have sought the following relief(s):
- i. Held respondents no.1, 2 and 3 jointly and severally liable for the breach of clause 2 of the maintenance agreement and non-refund of security deposit.
 - ii. Held respondents no.1, 2 and 3 jointly and severally liable for the contravention of Section 11(4) sub-sections (a) and (d) of the 2016 Act.
 - iii. Direct the respondents no.1, 2 and 3 to refund the security deposit in full to the complainant.
4. 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) of the Act to plead guilty or not to plead guilty.
5. However, the respondent no. 1, 2 and 3 have filed an application dated 12.11.2025 under for dismissal of complaint. The respondent no. 1 by the way of application contended that the respondent no. 1 is only a company with whom late Shri Krishan Kumar, the father of the complainant, had



executed a maintenance agreement dated 02.09.2011. Neither the complainant nor her father and mother had purchased the subject unit from the respondent no.1. That the subject unit was sold by the 1st owner to the 2nd owner. That the respondent no.1 did not have any role in the transaction entered into between the 1st owner and the 2nd owner. The respondent no.1 does not fall within the definition of "Promoter" as provided under section 2 (zk) of the RERA Act, 2016. Without prejudice to the rights of the respondent no.1, the present complaint and the reliefs sought thereunder could only be maintainable before this Ld. Authority only if the respondent no.1 would have been covered within the definition of "Promoter" section 2 (zk) of the RERA Act, 2016. The sole agenda of the complainant in arraying the respondent no.1 as a party in the present complaint is to agonize the respondent no.1 and gain wrongful monies. The RERA Act, 2016 was enacted solely for the adjudication of disputes of builder-buyer nature. That the respondent no.1 by no stretch of imagination fall under the definition of "Promoter" under the RERA Act, 2016. Furthermore, for adjudication of the present complaint before the Ld. Authority, the complainant failed to establish a 'builder-buyer' relationship between the complainant and the respondent no.1. The 2nd owners of the subject unit had entered into a maintenance agreement dated 02.09.2011 with the respondent no.1 with respect to maintenance services and have paid an amount of Rs. 75,000/- towards Interest Free Maintenance Security Deposit. Subsequently, the maintenance, along with IFMS funds, was transferred to 'Ardee Maintenance Services Pvt. Ltd.' (respondent no.3) which was providing the maintenance-related services, and was collecting the maintenance charges for its services prior to handing over of the entire colony "Ardee City" to Municipal Corporation of Gurgaon. Thus, it is evident that the respondent no.1 had no role in the



maintenance related work in the entire colony. Hence, there is no relationship between the complainant and the respondent no.1 and the complaint filed by the complainant deserves to be dismissed.

6. Further, the respondent no.2 contended there is no privity of contract between the respondent no. 2 and the complainant. The 1st owner has purchased the subject plot from the respondent no.2 and a conveyance deed dated 27.06.2006 was duly executed between them. Thereafter, the 1st owner after constructing and developing a residential building on the subject plot, had sold the 1st floor of the residential building to the 2nd owner and executed a sale deed dated 29.08.2011. Thus, by no stretch of imagination it can be said that the complainant has purchased the subject unit from the respondent no.2 or the subject unit has been endorsed in favor of the complainant which is common practice in a real estate sector wherein the original allottees of a unit transfer his/her rights, interest and liabilities to 3rd party and the name and details of the 3rd party is recorded in the books of the and the BBA as the allottee of the unit in place of the original allottee. However, the present case is not a case wherein the subject unit has been endorsed in favour of the complainant or the 2nd owner. That in the present case the 1st owner had purchased the subject plot from the respondent no.2 and after developing and constructing a residential building on the subject plot, the 1st owner had sold the 1st floor of the residential building to 2nd owner and executed a registered sale deed dated 29.08.2011 in favor of the 2nd owner. As per the well-established principle of law of "Privity of Contract", only parties to a contract/agreement are allowed to sue each other to enforce their rights and liabilities, and no stranger is allowed to confer obligations upon any person who is not a party to the contract/agreement. In the present case, the subject unit has not been sold by the respondent no.2. That the



respondent no.2 had only sold the subject plot to the 1st owner. Thereafter, the 1st owner after constructing a residential building on the subject plot has sold the 1st floor of the subject unit to the 2nd owner and executed a registered sale deed. That the present case is not a case of endorsement of a unit. That the present case is simple transfer of property by way of sale-purchase after the execution of conveyance deed in favor of the original allottee. Therefore, the same does not fall within the purview of the RERA Act, 2016. the present complaint is not maintainable against the respondent no. 2 as it miserably fails to establish any promoter-allottee/builder-buyer relationship between the complainant and the respondent no.2. That without prejudice to the contentions raised herein, the complainant has no cause of action against the respondent no. 2 and as such the present complaint deserves to be dismissed against the respondent no.2.

7. Moreover, the respondent no. 3 by the way of application date 12.11.2025 contended that the provisions of the RERA Act, 2016 only applies to the allottees, promoters/developers and real estate agents. The respondent no.3 does not fall within the meaning of "Promoter" under section 2 (zk) of the RERA Act, 2016. Without admitting any averments made in the complaint, it is noted herein that the present complaint and the reliefs sought thereunder are maintainable before this Ld. Authority only if the respondent no.3 was squarely covered within the meaning of the definition of a "Promoter", whereas the respondent no.3 is simply maintenance agency. The sole agenda of the complainant in arraying the respondent no.3 as a party is to agonise the respondent no.3 and gain wrongful monies. The RERA Act, 2016 was enacted solely for the adjudication of disputes of a builder-buyer nature. The respondent no.3, by no stretch of the imagination, falls under the meaning of "Promoter"

under the RERA Act, 2016. Further, for adjudication of the present complaint against the respondent no.3, a builder-buyer relationship is not established by the complainant. The subject unit was sold to parents (2nd owners) of the complainant vide sale deed dated 29.08.2011, executed between the 2nd owner and Mr. Gauvrav Malhotra (1st owner), who was the owner of the residential building, constructed by him on the plot bearing no. 18, on road 11, in d block, purchased by him from the respondent no.2 in the year 2006 by way of conveyance deed dated 27.06.2006. The respondent no. 3 is neither a party to the sale deed dated 29.08.2011, nor the respondent no. 3 is a promoter under the RERA Act, 2016. Therefore, the present complaint is not tenable before this Ld. Authority against the respondent no.3. The only suited forum that the complainant can approach is the civil courts for any dispute arising from the issues pertaining to the maintenance disputes. Therefore, the present complaint against the respondent no.3 is not maintainable before the Ld. Authority.

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 those undisputed documents and submissions made by the parties.

D. Findings on the objections raised by the respondent:

D.I Objections regarding maintainability of complaint.

9. The Authority has carefully considered the preliminary objections raised by respondent nos. 1, 2 and 3 vide application dated 11.12.2025 with respect to the maintainability of the present complaint, along with the material facts available on record.
10. The principal objection of the respondents herein is they do not fall within the definition of "promoter" as provided under Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as



“the Act”). It has been contended that no builder buyer agreement or any contractual arrangement exists between the complainant and the respondents and, therefore, there is no privity of contract between the parties.

11. From the record, it is an admitted position that the subject unit was originally purchased by Mr. Gaurav Malhotra (first owner) from respondent no. 2 by way of conveyance deed dated 27.06.2006. The said first owner constructed a residential building thereupon in his individual capacity. Subsequently, the said constructed property was sold to the parents of the complainant (second owners) vide registered sale deed dated 29.08.2011. The respondents were not parties to the said sale deed.
12. It is thus evident that the transaction dated 29.08.2011 was a resale transaction between private individuals. There is no material placed on record to demonstrate that respondent nos. 1, 2 or 3 constructed, marketed, allotted or sold the subject unit to the complainant or his predecessors in interest.
13. Section 2(zk) of the Act defines a “promoter” as a person who constructs or causes to be constructed an independent building or apartments for the purpose of selling all or some of the apartments to other persons. The definition contemplates a direct role in development and sale of real estate to an allottee. In the present case, the construction was undertaken by the first owner in his individual capacity and not by the respondents. The subsequent sale was also executed by the first owner and not by the respondents. Section 2 (zk) of the RERA Act, 2016 is reproduced herein below for ready reference:

Section 2 (zk): “promoter “means-

- i. A person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a*

- part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*
- ii. A person who develops land into a project, whether or not the person also constructs structures or any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structure thereon; or*
 - iii. Any development authority or any other public body in respect of allottees of-*
 - a. Buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or*
 - b. Plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or*
 - iv. An apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its members or in respect of the allottee of such apartments or buildings; or*
 - v. Any other person who acts himself as builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plots is developed for sale; or*
 - vi. Such other person who constructs any building or apartments for sale to the general public.*

*Explanation. – For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities **specified under this Act or the rules and regulations made thereunder.**”*

14. In the absence of any builder buyer agreement, allotment letter, or any contractual or statutory obligation undertaken by the respondents vis-a-vis the complainant, no promoter–allottee relationship exists between the parties as contemplated under the Act.
15. The Authority derives its jurisdiction under the Act to adjudicate disputes arising between promoters and allottees concerning obligations under the Act, the rules and regulations framed thereunder. In the absence of such relationship, the dispute does not fall within the statutory jurisdiction of this Authority.
16. The grievances raised by the complainant, as discernible from the pleadings, pertain to issues arising after execution of a registered sale deed between private individuals and are essentially civil in nature. Such

disputes, including maintenance-related issues, do not arise from any violation of provisions of the Act by a promoter.

17. Accordingly, this Authority is of the considered view that respondents cannot be termed as a "promoter" under section 2(zk) of the Act in respect of the subject unit, and no cause of action under the Act is made out against the respondents.
18. In view of the foregoing, the present complaint is held to be not maintainable before this Authority and is dismissed for want of jurisdiction.
19. Accordingly, the present matter stands disposed of.
20. File be consigned to the Registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.02.2026

HARERA
GURUGRAM