

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

Complaint no. : 6403 of 2024
Date of decision : 12.12.2025

Sanjeev Pratap Singh

Address: A-1702, La-Lagune Apartment,
Secor-54, Golf Course Road Gurugram-122011

Complainant

Versus

M/s Splendor Landbase Limited

Address: 501-511, Fifth Floor, Splendor Forum,
Plot No. 3, Distt. Centre Jasola, New Delhi-110025

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Ms. Nidhi Yadav
Shri Ravi Agarwal

Counsel for Complainant
Counsel for Respondent

ORDER

1. The present complaint dated 22.01.2025 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 allottees 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 complainant, 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 of the project	"Splendor Eptiome", Sector-62, Gurgaon
2.	Nature of the project	Commercial Space
3.	RERA registered/not registered	22 of 2019 dated 26.03.2019 valid upto 31.12.2023
4.	License no.	51 of 2009 dated 27.08.2009 valid upto 26.08.2029
5.	Date of provisional allotment letter	23.11.2011 [Page 20 of complaint]
6.	Unit No./Office Space	58, ground floor
7.	Area admeasuring	570 sq. ft. (super area) [Page 20 of complaint]
8.	Total sale consideration	Rs. 41,04,000/-
9.	Total amount paid by the complainant	Rs. 5,00,000/-
10.	Occupation certificate	N/A



11.	Reminder letter dated	11.06.2019
12.	Pre- cancellation notice on	06.07.2019
13.	Notice for cancellation on	01.08.2019
14.	Surrender by the complainant	27.02.2021
15.	Indemnity bond executed between the parties	27.02.2021 [Page 36 of complaint]
16.	<p>The Complainant states that a legal notice was duly issued to the Respondent whereby the Complainant unequivocally revoked his earlier offer to surrender the allotted unit.</p> <p>Through the said notice, the Complainant expressly demanded the reinstatement of all his rights, entitlements and benefits arising from the allotment, along with full restoration of his status as an allottee as per the terms of the Builder Buyer Agreement.</p>	12.12.2024

B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint:
 - I. That the Complainant approached the Respondent for the purchase of a commercial space in Gurugram. The Respondent claims to be a multifaceted organization having diverse business interests for the past more than 30 years, engaged inter alia in project planning and

- execution, real estate development, space management, consultancy and foundry manufacturing. The Respondent represents itself as a reputed real estate developer providing luxurious and premium office spaces under the brand name "Splendor."
- II. The Respondent is developing a commercial complex known as "Splendor Epitome" situated on a parcel of land located at Village Ullawas, Sector-62, Gurugram, Haryana (hereinafter referred to as the "Project").
- III. That the Respondent launched the aforesaid project namely "Splendor Epitome," a commercial retail project situated at Village Ullawas, Sector-62, Golf Course Extension Road, Gurugram, Haryana, promising several advantages including modern infrastructure and timely completion of the project. Relying upon the assurances, representations and undertakings made by the Respondent, the Complainant submitted an application for allotment of a commercial unit in the said project in the month of August 2011.
- IV. That in the month of November 2011, the Respondent allotted a commercial unit bearing No. 058, admeasuring 570 sq. ft. of super area, situated on the Ground Floor of the Project (hereinafter referred to as the "Said Unit") in favour of the Complainant. That in furtherance of the said allotment, the Respondent issued a Provisional Allotment Letter dated 23.11.2011 in favour of the Complainant. The Said Unit was allotted at a basic sale price of ₹7,200/- per sq. ft., thereby making the total basic sale consideration of the unit ₹41,04,000/-.

- V. The Complainant deposited a sum of ₹5,00,000/- (Rupees Five Lakhs Only) with the Respondent as booking amount. That it is pertinent to mention that after issuance of the provisional allotment letter, the Respondent neither raised any further demand towards the payment of the Said Unit nor provided any update regarding the development or construction progress of the Project.
- VI. The Complainant, on several occasions, personally visited the project site to ascertain the status of construction. However, the Complainant found that no substantial progress had been made in the construction and development of the Project. The Complainant also repeatedly requested the Respondent to execute the Builder Buyer Agreement, but the Respondent failed and neglected to respond to such requests.
- VII. Due to the fault and negligence on the part of the Respondent, the construction and development of the Project has been inordinately delayed and remains incomplete till date. That several years elapsed and no demand was raised by the Respondent towards further payment of the Said Unit. In order to demonstrate his bona fide intention and willingness to continue with the allotment, the Complainant visited the office of the Respondent in the month of February 2021 with a cheque dated 25.02.2021 drawn in favour of M/s Splendor Landbase Limited, offering to make further payment towards the Said Unit. However, to the utter shock and surprise of the Complainant, the Respondent refused to accept the said payment and instead insisted that the Complainant surrender the Said Unit.



- VIII. That in February 2021, when the Complainant visited the office of the Respondent to offer the said payment, the representative of the Respondent suggested that the Complainant should surrender the Said Unit and take back the deposited amount on account of the delay in the construction of the Project.
- IX. The representative of the Respondent further informed the Complainant that the only way to recover the deposited amount was by surrendering the Said Unit. Taking advantage of the personal and financial difficulties faced by the Complainant during the COVID-19 pandemic, the representatives of the Respondent exerted undue influence, pressure, coercion and misrepresentation upon the Complainant to surrender the Said Unit.
- X. Under such pressure and in order to avoid further complications, the Complainant offered to surrender the Said Unit for a consideration amount of ₹5,00,000/- vide Surrender Letter dated 27.02.2021.
- XI. That it is pertinent to mention that by this time the stipulated time for completion of the Project had already expired and the Respondent had failed to complete the construction or offer possession of the Said Unit. The Respondent thus failed to fulfil its obligations under the Provisional Allotment Letter dated 23.11.2011.
- XII. That two days later, during another visit to the office of the Respondent, the Complainant came across several other allottees who were facing similar issues with respect to their booked units in the said Project.



- XIII. Under continued pressure, the representatives of the Respondent compelled the Complainant to sign an Indemnity Bond, stating that the same was merely a procedural formality. The Respondent also obtained the Complainant's signatures on a blank and undated receipt, assuring that the consideration amount of ₹5,00,000/- would be paid shortly. That despite the execution of the aforesaid documents, the Respondent has failed to pay the agreed consideration amount of ₹5,00,000/- to the Complainant. This clearly demonstrates that the Respondent never accepted the purported offer of surrender made by the Complainant.
- XIV. In the absence of acceptance and compliance with the terms of the surrender letter, no valid or binding contract came into existence between the parties. Consequently, the surrender letter and indemnity bond cannot be treated as legally enforceable documents. The aforesaid facts are corroborated by two witnesses, namely Mr. Kamal Sharma and Mr. Nikhil Pawar, who were present at the time of execution of the said documents. That the Complainant repeatedly followed up with the Respondent requesting payment of the consideration amount as agreed under the surrender letter. However, the Respondent failed to respond to such requests.
- XV. In view of the conduct of the Respondent, the Complainant unequivocally states that he does not wish to surrender his rights in respect of the Said Unit and intends to retain the allotment.

- XVI. That the failure of the Respondent to perform its obligations clearly indicates absence of a valid and binding contract with respect to the surrender of the Said Unit. It is well settled that an offer must be accepted unequivocally to form a valid contract.
- XVII. Furthermore, the surrender letter having been obtained through misrepresentation, coercion and undue influence, the same stands vitiated under law and is void ab initio. Accordingly, the Complainant revoked the purported offer of surrender and asserted his right to retain the allotment of the Said Unit under the Provisional Allotment Letter dated 23.11.2011. The Complainant also issued a Legal Notice dated 12.12.2024 to the Respondent revoking the surrender letter and demanding restoration of his rights in the Said Unit.
- XVIII. The Complainant therefore seeks execution of the Agreement for Sale in respect of the Said Unit and handover of possession upon completion of the Project after payment of the balance sale consideration, subject to adjustment of delay compensation. The Complainant hereby formally revokes the surrender offer dated 27.02.2021 and seeks reinstatement of all rights in respect of the said unit.
- XIX. The cause of action first arose when the Respondent obtained signatures of the Complainant on the surrender documents through coercion and misrepresentation. The cause of action further arose when the Respondent failed to pay the agreed consideration amount and also failed to handover possession of the Said Unit.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).

- I. Restraining the Respondent from transferring, alienating, or creating any third-party interest in Retail Unit No. 058 in the Project "Splendor Epitome", Sector-62, Village Ullawas, Gurugram, Haryana, during the pendency of the present complaint.
 - II. Direct the Respondent to file an affidavit disclosing the current status of the Said Unit, including whether the unit has been sold or allotted to any third party.
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.
- D. Reply by the respondent.**
6. The respondent has contested the complaint on the following grounds.
- I. It is submitted that the present Complaint filed by the Complainants is wholly misconceived, baseless, vexatious and not maintainable in the eyes of law, and therefore deserves to be dismissed at the very threshold. The Complaint is liable to be rejected in view of the preliminary objections raised herein below. It is further submitted that the preliminary objections raised herein are jurisdictional in nature and go to the very root of the matter. As per the settled principles of law, such objections are required to be adjudicated upon in the first instance before entering into the merits of the dispute. Only upon determination of the issue of maintainability can the matter proceed further. The following preliminary and jurisdictional objections are therefore raised for dismissal of the present Complaint.

- II. It is respectfully submitted that the present Complaint deserves to be dismissed at the outset as the provisional allotment in favour of the Complainant had already been cancelled in the year 2019, after issuance of various demand notices, reminders and opportunities granted to the Complainant to cure the defaults. The said cancellation was effected strictly in accordance with the agreed terms and conditions of the Provisional Allotment Letter and is therefore valid and binding. Consequently, the present Complaint is hopelessly barred by limitation and is liable to be dismissed on this ground alone.
- III. It is a settled principle of law that the provisions of the Real Estate (Regulation and Development) Act, 2016 are not in derogation of any other law for the time being in force but are in addition thereto, as expressly provided under Section 88 of the RERA Act. Accordingly, the provisions of other applicable statutes, including the Limitation Act, 1963 and the Specific Relief Act, 1963, continue to apply to proceedings before this Authority. Thereafter, the Respondent issued a Final Reminder Letter dated 06.07.2019, requesting the Complainants to clear their outstanding dues and granting them one last opportunity to make payment of the outstanding amount of ₹24,44,083/- within a period of 15 days from the receipt of the said letter. The Complainants were clearly informed that failure to make payment within the stipulated period would constrain the Respondent to initiate consequential action in terms of the Provisional Allotment Letter.



- IV. Despite the aforesaid demand and reminder letters, the Complainant continued to remain in default and failed to make payment of the outstanding amount of ₹24,44,083/-. The Complainant also failed to execute the Space Buyer's Agreement, even after receipt of the Final Reminder dated 06.07.2019. Consequently, the Respondent Company was constrained to cancel the booking of the said unit vide Cancellation Letter dated 01.08.2019, strictly in accordance with Clause XII read with Clauses X and XI of the basic terms and conditions of the Provisional Allotment Letter.
- V. Upon such cancellation, the provisional allotment automatically stood cancelled and the entire booking amount of ₹5,00,000/- paid by the Complainant stood forfeited as per the express terms of the Provisional Allotment Letter. Consequently, all rights, title and interest of the Complainant in the said unit stood extinguished.
- VI. It is submitted that the Complainants were fully aware that timely payment was the essence of the transaction, yet they deliberately defaulted in their contractual obligations. In view of such persistent default, the Respondent was left with no option but to terminate the allotment and forfeit the earnest money and other non-refundable amounts in accordance with the terms of the Provisional Allotment Letter.
- VII. Thus, the Complainants are not entitled to any of the reliefs sought before this Hon'ble Authority. The failure of the Complainants to perform their contractual obligations disentitles them from claiming

any equitable relief. Reliance in this regard is placed upon the judgment titled DLF Southern Homes Pvt. Ltd. vs. Dipu C. Seminal, 2015 SCC Online NCDRC 1, wherein it was held that where the complainant fails to make payments and commits default in returning the duly signed agreement, the developer is well within its rights to forfeit the earnest money deposited.

- VIII. It is further pertinent to note that another similarly placed allottee, namely Mr. Kuldeep Kumar Chabra, had approached this Hon'ble Authority in Complaint No. CR/2350/2021 titled "Kuldeep Kumar Chabra v. Splendor Landbase Ltd.", seeking refund of the amount paid. The said case also pertained to cancellation of booking. The Hon'ble Authority vide order dated 29.07.2021 directed the Respondent Company to refund the balance amount after deducting 10% of the paid-up amount in accordance with the RERA Regulations, 2018 dated 05.12.2018.
- IX. It is respectfully submitted that the alleged cause of action, if any, arose on 01.08.2019, when the Respondent cancelled the provisional allotment of the Complainants on account of their continued default in making payments under the Construction Linked Payment Plan. The present Complaint has been filed after an unexplained delay of more than four years, which is clearly beyond the prescribed period of limitation.
- X. As per Article 47 of the Schedule to the Limitation Act, 1963, a suit for recovery of money paid upon a consideration which subsequently fails

must be filed within three years from the date on which the consideration fails. The limitation period therefore expired on 01.08.2022. Consequently, the present Complaint is ex facie barred by limitation and is liable to be dismissed in limine.

7. 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. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. 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

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

11. 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. Findings on the relief sought by the complainant.

F.I Restraining the Respondent from transferring, alienating, or creating any third-party interest in Retail Unit No. 058 in the Project "Splendor Epitome", Sector-62, Village Ullawas, Gurugram, Haryana, during the pendency of the present complaint.

F.II Direct the Respondent to file an affidavit disclosing the current status of the Said Unit, including whether the unit has been sold or allotted to any third party.

12. The Complainant submits that in November 2011, the Respondent allotted Commercial Unit No. 058, admeasuring 570 sq. ft. (Ground Floor), to the Complainant at a price of ₹7,200/- per sq. ft., thereby making the total basic sale consideration ₹41,04,000/-. A Provisional Allotment Letter dated 23.11.2011 was issued in favour of the Complainant confirming the said

allotment. Pursuant thereto, the Complainant paid a sum of ₹5,00,000/- to the Respondent as a booking amount.

13. However, after issuance of the aforesaid allotment letter, the Respondent neither raised any further demand towards the payment of the said unit nor provided any update regarding the development or construction progress of the project. The Complainant visited the project site on several occasions to ascertain the status of construction but found that no substantial progress had been made. The Complainant also requested the Respondent to execute the Builder Buyer Agreement; however, the Respondent failed to respond to such requests and did not execute the said agreement.
14. The Complainant further submits that it was the Respondent/Promoter who advised and persuaded the Complainant to surrender the allotted unit on the ground that the construction of the project had not reached the required stage. Acting upon such representations, the Complainant initially agreed to surrender the unit. However, the Complainant is now willing to continue with the allotment and seeks reinstatement of the said unit. Accordingly, the Complainant prays that this Authority may be pleased to direct the Respondent-Promoter to reinstate the said unit in favour of the Complainant and restore all rights, obligations, and entitlements under the provisions of the RERA Act and the Builder Buyer Agreement.
15. Per contra, the Respondent submits that despite the aforesaid demand and reminder letters, the Complainant remained in default and failed to make payment of the outstanding amount of ₹24,44,083/-. The Complainant also failed to execute the Space Buyer's Agreement, even after receipt of the Final

Reminder dated 06.07.2019. Consequently, the Respondent Company was constrained to cancel the booking of the said unit vide Cancellation Letter dated 01.08.2019, strictly in accordance with Clause XII read with Clauses X and XI of the basic terms and conditions of the Provisional Allotment Letter.

16. Upon such cancellation, the provisional allotment automatically stood cancelled and the entire booking amount of ₹5,00,000/- paid by the Complainant stood forfeited, in terms of the express conditions of the Provisional Allotment Letter. Consequently, all rights, title, and interest of the Complainant in the said unit stood extinguished.
17. The Respondent further submits that an Indemnity Bond was executed between the parties, wherein the Executant and the witnesses confirmed that the cancellation of the provisional registration of the said unit in the "Splendour Epitome" project situated at Sector-62, Gurugram, and the receipt of a sum of ₹5,00,000/- from the Developer—being the amount earlier paid by the Executant towards the said unit—shall constitute full and final settlement of all accounts relating to the surrender and cancellation of the provisional registration.
18. The Executant further declared that upon such settlement, he/she shall have no right, title, interest, claim, or concern whatsoever in respect of the said provisional registration of the unit, and that the Developer shall thereafter have full and unrestricted rights to use, enjoy, sell, or transfer the said unit as its absolute owner, without any objection, claim, or hindrance from the Executant or any person claiming through or under the Executant.

19. In view of the above facts and circumstances, the present Complaint before this Authority is liable to be dismissed, as the Complainant/Allottee has already executed an Indemnity Bond acknowledging the cancellation of the provisional registration and accepting the sum of ₹5,00,000/- as full and final settlement. By virtue of the said Indemnity Bond, the Complainant has unequivocally relinquished all rights, title, interest, and claims in respect of the said unit, thereby leaving no subsisting cause of action to maintain the present Complaint. Moreover, the Respondent had already cancelled the allotment of the said unit vide Cancellation Letter dated 01.08.2019. Hence, the present Complaint stands dismissed.
20. The complaint and application, if any, stands disposed of.
21. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025