

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

Complaint no. : 1924 of 2025
Date of Decision: 12.12.2025

Pardeep Kumar

Address: - 856 P, Sector 38, Gurugram

Complainant

Versus

M/S Tulip Infratech Pvt Ltd

Address: - 76-G, Sector-18, Behind HIPA,
Gurugram, Haryana

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Complainant in person

Shri Sudesh Ranjan Singh

Advocate for the complainant

Advocate for the respondent

ORDER

1. The present complaint dated 16.04.2025 has been filed by the complainant 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 provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed inter se.

A. Project and unit related details

2. The particulars of the project, the details of 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. N.	Particulars	Details
1.	Name of the project	Tulip White Apts, Sector-69
2.	Nature of the project	Residential
3.	Completion certificate on	12.07.2023
4.	License no. and validity	41 of 2009 dated 01.08.2009 valid upto 31.07.2024
5.	Unit no.	A1/G04, 3BHK
6.	Unit area admeasuring	1326 sq. ft.
7.	Date of allotment/BBA	09.02.2010
8.	Sale consideration	Rs.30,55,104/-
9.	Amount paid by the complainant	Rs.30,28,318/-
10.	Occupation certificate	<ul style="list-style-type: none"> • 30.11.2017 • 22.12.2017 • 24.03.2022
11.	Offer of possession	08.01.2014

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
- i. That the Complainant booked a residential flat in the project Tulip White Apartments Sector 69, Gurugram, developed by the Respondent company in October 2009.

- ii. That the Respondent offered possession of the said flat to the Complainant on 08.01.2014. That the Complainant, as required by the Respondent, deposited an amount of ₹1,00,000/- (Rupees One Lakh only) towards IBMS (Interest Bearing Maintenance Security) with the maintenance agency of the Respondent on 03.05.2014, vide Receipt No. 3743.
- iii. That thereafter, a Maintenance Agreement dated 22.05.2014 was executed between the Complainant and the maintenance agency of the Respondent. That as per Clause 3 of the Maintenance Agreement, the amount of ₹1,00,000/- deposited as IBMS was interest bearing and carried interest @ 9% per annum.
- iv. That despite repeated follow-ups and requests made by the Complainant over several years, the Respondent failed to refund the IBMS amount along with the applicable interest. That thereafter the Complainant submitted a written request dated 22.10.2024 to the CMD of the Respondent company along with the original documents, including:
 - Original IBMS receipt dated 03.05.2014
 - Original Maintenance Agreement dated 22.05.2014
- v. That although the Respondent verbally agreed to refund the IBMS amount along with simple interest @ 9% per annum, the Respondent refunded only ₹1,00,000/- through Cheque No. 998930 drawn on PNB, KG Marg, New Delhi.
- vi. That the amount refunded by the Respondent is far less than the actual amount payable, which comes to approximately ₹2,20,337/-, inclusive of interest calculated as per Clause 3 of the Maintenance Agreement.

- vii. That despite continuous follow-ups with the office of the CMD of the Respondent since December 2024, the Respondent has failed to provide any explanation or refund the remaining amount due to the Complainant. Being aggrieved by the conduct of the Respondent, the Complainant was constrained to file complaints before this Hon'ble Authority bearing Complaint No. 1924/2025 dated 07.04.2025 and Complaint No. 1747/2025 dated 27.03.2025.
- viii. That the Respondent's conduct in withholding the balance IBMS amount along with interest is arbitrary, unfair, and in violation of the terms of the Maintenance Agreement as well as the provisions of the RERA Act.
- C. The complainant is seeking the following relief:**
4. The complainant has sought following relief(s):
- Direct the Respondent to refund the balance IBMS amount along with interest @ 9% per annum as per Clause 3 of the Maintenance Agreement.
 - Direct the Respondent to pay the remaining amount of approximately ₹1,20,337/- towards IBMS interest.
5. The present complaint was filed on 16.04.2025 and was registered as Complaint No. 1924 of 2025. Notice of the complaint was issued to the respondent through e-mail at praveen@tulipgroup.in, which was duly served. Notice sent to the respondent through postal mode was also duly served. As per the record of the Registry, the complainant dispatched a copy of the complaint along with annexures to the respondent via Speed Post as well as through e-mail, and the tracking report in support thereof was filed along with the complaint. Despite due service of notice, although counsel for the respondent, Sh. Sudesh Ranjan Singh appeared before this

Authority, no written statement/reply was filed on behalf of the respondent despite several opportunities granted for the same.

6. In view of the above, vide order dated 12.12.2025, the respondent was proceeded against ex parte. The matter is, therefore, being decided on the basis of the facts and documents placed on record by the complainant, which remain unrebutted and uncontroverted.
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 these undisputed documents and submission made by the parties.

D. Jurisdiction of the Authority

8. The authority observed that it has territorial as well as 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 Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

10. Section 11(4)(a) of the Act 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

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- (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 of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
- E. Findings on the relief sought by the complainant.**
- F.I Direct the Respondent to refund the balance IBMS amount along with interest @ 9% per annum as per Clause 3 of the Maintenance Agreement.
- F.II Direct the Respondent to pay the remaining amount of approximately ₹1,20,337/- towards IBMS interest.
12. On the above-mentioned reliefs sought by the complainant, is being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
13. It is an admitted position on record that the Complainant was allotted Unit No. A1/G04 (3BHK) admeasuring 1326 sq. ft. in the residential project "Tulip White Apartments", Sector-69, Gurugram, developed by the Respondent. The allotment was made vide Builder Buyer Agreement dated 09.02.2010. The total sale consideration of the said unit was ₹30,55,104/-

- out of which the Complainant has already paid a sum of ₹30,28,318/- to the Respondent. The project in question is a residential project, developed pursuant to License No. 41 of 2009 dated 01.08.2009, which was valid up to 31.07.2024. It is further borne out from the record that the Respondent offered possession of the said unit to the Complainant on 08.01.2014.
14. It is further established from the record that the Occupation Certificates (OC) for the project were issued by the competent authority on 30.11.2017, 22.12.2017, and 24.03.2022, whereas the Completion Certificate for the project was granted on 12.07.2023. These documents demonstrate that the project has since attained completion status.
 15. The present complaint was instituted on 16.04.2025, nearly eleven (11) years after the offer of possession dated 08.01.2014. Such an extraordinary delay has neither been satisfactorily explained nor justified by the Complainant at any stage of the proceedings. The material available on record reflects prolonged and complete inaction on the part of the Complainant for more than a decade from the date of offer of possession until the filing of the present complaint. The Complainant did not take any steps to assert or pursue the alleged rights nor approached any appropriate forum during this entire period. This unexplained and inordinate delay defeats the very object of timely redressal contemplated under the Act.
 16. While the Act aims to safeguard the interests of allottees, such protection cannot be extended to revive claims that have remained dormant for years, particularly when the offer of the possession is already made to the Complainant. Entertaining such stale claims would run contrary to well-settled principles of equity, limitation, and jurisprudence.

17. 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 their 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.
18. 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.
19. In view of the facts noted hereinabove and the principles applicable thereto, the Authority is of the considered view that the present complaint is not maintainable. The Complainant has remained dormant for an unduly long period without asserting his rights, and the law does not come to the aid of those who sleep over their rights for an unreasonable length of time.
20. It is a settled principle of natural justice that no person's right should be prejudiced due to the unexplained inaction or negligence of another. In the present matter, the Complainant has failed to offer any justification for the

inordinate delay of nearly a decade. In these circumstances, the complaint is held to be non-maintainable, and the reliefs prayed for cannot be granted.

21. Complaint as well as applications, if any, stands disposed off accordingly.
22. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025



HARERA
GURUGRAM