

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

Complaint no. : 6210 of 2024
Date of Decision: 10.10.2025

Sham Lal Mohan and Anr.

Address: - S-10/3, DLF Phase III

Complainants

Versus

M/S Vatika Limited

Address: - A-002, INXT City Centre Ground Floor,
Block A, Sector-83

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Chaitanya Mahajan
Abhijeet Gupta

Advocate for the complainants
Advocate for the respondent

ORDER

1. The present complaint 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 and location of the project	"Vatika Professional Point", Sohna Road, Gurugram
2.	Project area	2.11 Acres
3.	Nature of Project	Commercial Complex
4.	DTCP license no. and validity status	Not Available
5.	Rera registered/ not registered and validity status	Un-Registered
6.	Unit no.	1108, 11 th floor (page 38 of complaint)
7.	Unit Admeasuring	750 sq. ft. (super area)
8.	Allotment letter	12.10.2009 (page 57 of complaint)
9.	Builder-Buyer's Agreement	12.10.2009 (page 36 of complaint)
10.	Possession Clause	<ul style="list-style-type: none"> <i>The developer assures that the construction of the project shall be completed within 2 years from the date of execution of this agreement.</i>

11.	Return on completion of the project and letting out of space	N(j) <i>That on the completion of the project, the space would be let out by the developer at his own cost to a bonafide lessee at a minimum rental of Rs 70/- per sq. ft. per month less income tax at source. In the event of the developer being unable to finalize the lease arrangements, it shall pay the minimum rent at Rs 70/- per sq. ft. to the allottee as Minimum Guaranteed Rent for first 36 months after the date of completion of the project or till the date the said flat/space is put on lease, whichever is earlier.</i>
12.	Due date of possession	12.10.2011 (as per possession clause in BBA)
13.	Total Sale Consideration	Rs.26,25,000/- (As per BBA on page 39 of complaint)
14.	Total amount paid	Rs.26,25,000/- (As stated by the complainants on page 30 of the complaint)
15.	Occupancy Certificate	29.10.2013 (page 116 of reply)
16.	Offer of possession	Not Offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
 - i. That The respondent in the year 2009 had launched a project under the name and style of 'Vatika Professional Point' a commercial colony which is situated at Badshahpur Tehsil Gurgaon. The respondent extensively advertised their commercial project, "Vatika Professional

- Point,” in 2009, promising it as a prime commercial hub and it was represented that the project has a spacious area containing every modern convenience confirming international benchmarks, enticing the complainants to invest in unit no. 1108 on the 11th floor.
- ii. That Mr. Sham Lal Mohan and Mr. Rohit Mohan, the complainants herein, are peace-loving and law-abiding citizen who in the utmost bonafide and believing the respondent, had purchased a unit as described below and hence, is an allottee under Section 2(d) of the Act.
 - iii. That the respondent is a real-estate company having its registered office at unit no. A-002, INXT City Centre, Ground Floor, Block -A, Sector -83, Vatika India Next Gurugram, Haryana-122012. It deals in the construction and sale of real estate projects and hence falls under the ambit of a “promoter” as per Section- 2(zk) of the Act.
 - iv. The complainants herein, believing the assurance given by the respondent to be true, had entered into a builder buyer agreement dated 12 October 2009 with the respondent through its Signatory Mr. Gautam Bhalla and booked a unit bearing no. 1108 which has a total area of 750 sq. mt. for a total sale consideration price of Rs. 26,25,000/- calculated at the rate of Rs. 3500/- per square feet.
 - v. Further, on 27 September 2009, the complainants made an initial payment of ₹5,00,000/- via Cheque No. 836227, followed by final payments through two cheques dated 09 October 2009 towards the complete sale consideration of Rs. 26,25,000/- of the said unit.
 - vi. Upon receiving the entire payment, the respondent issued the allotment letter dated 12 October 2009, duly signed by Mr. Gautam Bhalla, Deputy Managing Director, on behalf of Vatika Ltd additionally

promising the complainants that the unit would be completed by 31 October 2011 and accordingly the complainants would be paid lease rentals at Rs. 70 per sq. ft. with effect from 1 November 2011 or till the building gets ready, whichever would be later as stated in point no. "iv" of the said letter.

- vii. Despite the clear stipulation, that the project would be completed within 2 years and 11 months from the execution of the builder buyer agreement and as per the allotment letter it had to be completed by 31 October 2011. Hence, the construction of the unit was only delayed by almost three years from the date of execution by the respondent.
- viii. Furthermore, it is also pertinent to mention that the builder buyer agreement executed between the parties outlined clause: N. Leasing arrangement for the unit, wherein the respondent assumed full responsibility for putting the unit on lease and was subsequently authorized to enter into any lease agreement on behalf of the complainant as mentioned in clause 'N: Leasing Agreement'. Hence, it was explicitly promised in the said agreement that the complainants would start receiving monthly lease rental payments at ₹70 per sq. ft. from 01 November 2011.
- ix. Contrary to these assurances, the respondent delayed the construction and further execution of the lease deed as per clause 'N' of the said agreement for more than three years, with the deed only being executed in September 2014 in favor of M/S Emergent Ventures India Pvt. Ltd as informed by M/s Lincoln Developers Private Limited wrote two letters dated 4 September 2014 sent to both the complainants informing them about the lease deeds executed with M/s Emergent Ventures India Pvt. Ltd., stating that the unit would be

leased for the period of 3+3+3 Years, for the monthly lease rental of Rs. 75/- per sq. ft. and requesting the complainants to remit the amount of additional sale consideration through cheque/Bank draft of Rs. 1,39,046 and Rs.1,13,765 to the respondent as per the clause N (j) of the builder buyer agreement. The exorbitant delay on behalf of the respondent in leasing the said unit is a blatant breach of the agreement and caused significant financial hardship to the complainants, as they were deprived of the promised lease rental income during the delay period.

- x. As per the terms of the said agreement, the respondent was required to commence paying lease rentals at the rate of ₹70 per sq. ft. from 10 October 2011. Despite the delay in completing the unit and executing the lease deed, the respondents failed to make any such payments of the assured lease rentals during the delay period, leading to a severe financial loss for the complainants. The failure to honor the assured rental payment constitutes a serious deficiency in service and a breach of contractual obligations by the respondents as stated under the said agreement executed between the parties.
- xi. After the lease deed was finally terminated as informed to the claimants via letters dated 29 December 2016, the respondent failed to take any meaningful steps to lease out the said unit, as they had promised in the said letter.
- xii. Further, despite repeated requests and follow-ups, the conveyance deed for the unit, which should have been executed prior to leasing, was not completed, even as of 29 December 2016. The respondent issued a letter on this date regarding the termination of the lease deed and offered to assist in further leasing out the unit. The complainants

duly consented by returning the security deposit amount of Rs. 1,51,878/- and of Rs.1,85,628/- via cheques enclosed in the letters dated 03 January 2017 sent by the complainants, but no further action was taken by the respondent to lease out the unit. This inaction, combined with the failure to execute the conveyance deed, has deprived the complainants of their rightful ownership and financial benefits, further constituting a deficiency in service and breach of contractual obligations.

- xiii. The complainants, despite several follow-ups and telephonic conversations with the representatives of the respondent, did not receive any concrete response or action with respect to the execution of the conveyance deed. Left with no other option, the complainants issued a legal notice on 24 February 2024, demanding the execution of the conveyance deed and fulfilment of the obligations under the agreement. The respondent replied on 29 March 2024 which was duly responded to by the Respondent's attorneys whereby, rather than acknowledging the inaction in executing the conveyance deed in the favor of the complainant, an illegal demand of pending dues in the garb of various charges was raised.
- xiv. Hence it is also pertinent to mention that as per clause 2 of the builder buyer agreement, the respondent explicitly undertook to complete the construction of the complex within two years from the date of execution of the agreement. Additionally, since the complainant had paid the full sale consideration at the time of signing the agreement, the respondent committed to pay the complainant ₹70/- per sq. ft. per month as an assured return during the construction period. In the event of a delay, the agreement further stipulated that the

complainant would continue to receive the same assured return until the building was ready for possession.

- xv. However, not only has the respondent failed to adhere to the stipulated construction timeline, but they have also violated this clause by failing to provide the assured monthly return as stipulated in the above-mentioned clause under the said agreement during the prolonged construction period. To the contrary, instead of fulfilling their obligations, the respondent has unjustly demanded maintenance charges from the complainant in its reply dated 24 February 2024 to the legal notice issued by the complainant, further exacerbating the breach of contractual terms and causing significant financial prejudice to the complainant. This blatant violation of the agreed terms constitutes a serious deficiency in service and breach of trust on the part of the respondent.
- xvi. The respondent engaged in unfair trade practices by advertising and making false promises about the timely completion and leasing of the project. Their actions amount to deficiency in service, causing financial and emotional hardship to the complainants. The complainants have been deprived of the use of the property, the benefits of lease rentals, and have had to endure significant delays without any just cause, all of which are attributable to the inaction and failure of the respondent.
- xvii. Therefore, the complainants by way of the present complaint are seeking the indulgence of this Hon'ble Authority by directing the respondent to disburse the refund of the sale consideration amount of Rs. 26,25,000 /- along with interest at the rate of 18% per annum until the date of actual payment to the complainants.

xviii. The complainants respectfully seek the indulgence of this Hon'ble Authority to direct the respondent to make the payment of an amount of Rs. 30,45,000/- to the complainants. This amount represents the total sum liable to be paid by the respondent to the complainants under clause (2) of the sale consideration in the builder-buyer agreement, which the respondent agreed to pay as part of committed returns during the construction period and in the event of a time over run, it shall continue until the building is ready for possession. The failure to deliver possession of the property within the agreed timeframe constitutes a clear breach of contract. Furthermore, the complainants claim pendente lite and future interest at the rate of 18% per annum on this amount for the significant financial loss and hardship suffered due to the Respondent's breach of contractual obligations.

xix. In addition to the reliefs previously sought, the complainants ask for a refund of an amount of ₹17,85,000 to the complainants. This claim arises from the respondent's violation of the terms of the allotment letter dated 12 October 2009, specifically point (iv), read in conjunction with clause N(j) of the builder buyer agreement. The respondent's failure to comply with these provisions has caused substantial financial loss to the complainants. Furthermore, the complainants claim pendente lite and future interest at the rate of 18% per annum on this amount for the significant financial loss and hardship suffered due to the respondent's breach of contractual obligations.

C. The complainant is seeking the following relief:

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

Direct the respondent to refund the principal amount of the claim along with the interest.

5. On the date of hearing, the authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act and to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has raised certain preliminary objections and has contested the present complaint on the following grounds:
 - i. That, it is pertinent to mention here that the present complaint under reply is false and vexatious in nature and is full of lies and deceit also proceeded on absurd and flimsy grounds. It has been filed without any valid cause of action hence is liable to be dismissed.
 - ii. That, the Complainants have failed to provide the correct/complete facts of the present matter and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter.
 - iii. It is humbly submitted before this 'Ld. Authority' that the present complaint is hopelessly barred by law of limitation. The subject unit was put on lease on 4th of September 2014, which is legal possession of the unit deemed to be with the Complainants as per the Builder Buyer Agreement dated 12th of October 2009. The BBA provided for virtual space and physical possession was never intended to be handed over to the Complainants. The Occupation certificate was received on 29th of October 2013 by the Respondent. Thus, the Complainants if aggrieved by non-registration of

Conveyance Deed accrued from the date the building for fit to be occupied and registry could be done. Thus, the cause of action for the grievance that Conveyance deed is not registered first arose when the OC was granted for the project. The Complainants never until the issuance of Legal Notice, urged his grievance for non-registration of sale deed. There is no email/letter wherein the complainant has called upon the Respondent for the same. Therefore, the cause of action, is highly belated and hopelessly barred by limitation. The present complaint has been filed in the year of 2024. There is a delay of 10 years in filing the same. The present complaint has only been filed as an afterthought without any basis and with mala-fide intent on behalf of the Complainants to take undue advantage at the expense of the Respondent and is liable to be dismissed being an abuse of the process of law.

- iv. That, the Respondent has obtained Occupation Certificate on 29th of October 2013 and gave legal possession to the Complainants on 4th of September 2014 via leasing of the unit as per the leasing clause of the BBA. That, the Complainants have also enjoyed the benefits of the lease rentals also for a Period of 3 years till year 2017 and prior to the committed assured returns. That, the Respondent was also ready to execute the conveyance deed, but it is the Complainants who were delaying the payment of stamp duty for the execution of the same. The Complainants have filed this complaint in the year 2024 which is after the delay of 10 years from the date of legal possession of the unit, which is beyond the limitation period.

- v. That, the present complaint is filed after the expiry of 3 years from the date of receiving legal possession and obtaining of occupation certificate. It is pertinent to mention herein that since more than 3 years has elapsed, the present complaint is not maintainable before the 'Ld. Authority' and the same shall be dismissed.
- vi. It is pertinent to mention here that the Complainants have erred gravely in filing the present Complaint and misconstrued the provisions of the RERA Act, 2016. It is also imperative to note that the RERA Act, 2016, was passed with the sole intention of regularization of real estate projects, promoters and for the dispute resolution between builders and buyers.
- vii. That, it is an established fact herein that the Complainants booked the Unit with the Respondent purely for investment purposes. The Complainants herein are not "Allottees", as the Complainants approached the Respondent looking for an investment opportunity in the form of a steady rental income from the commercial unit.
- viii. That, the Respondent vide Allotment Letter dated 12th of October 2009, allotted the Unit No. 1108, 11th Floor admeasuring 750 sq. ft. to the Complainants in the aforesaid Project. It is pertinent to note that as per Clause iv of the Allotment Letter, the Respondent speculated that the unit shall be completed and ready for lease by 31st of October 2011 and in case if it is not ready by that date, the Respondent shall be paying rentals till the unit is put on lease. It can be interpreted from the said clause that the date of completion was tentative rather than being fixed date for completion. It is also submitted before this 'Ld. Authority' that the promised rentals shall only be paid till the unit is put on lease.

- ix. It is also pertinent to mention that, on the same date, the Builder Buyer Agreement dated 12th of October 2009, was executed between the Complainants and the Respondent for the Unit, for a Total Sale Consideration of Rs.26,25,000/- in the Project. However, upon knowing the assured return scheme, the Complainants upon own will paid the entire amount of Rs. Rs.26,25,000/- for making monthly returns.
- x. That, it is pertinent to note that the Complainants vide Clause No (f) the Agreement have authorized the Respondent to lease out the said unit and by virtue of the said leasing clause the unit in question was subject to lease upon completion. Further, as per Clause 2 read with Clause N(j) of the Agreement, the Respondent agreed to pay Rs. 70/- per sq. ft., per month as assured return to the Complainants, from execution of Agreement till the completion of construction of the building and Rs. 70/- per sq. ft. per month after completion of building up to 36 months or till the unit is put on lease, whichever is earlier.
- xi. That the Respondent was able to complete the construction in due time and applied for occupation certificate with the concerned authority. The concerned authority after following due procedure, granted occupation certificate to the Respondent for the aforesaid project on 29th of October 2013. After receiving the occupation certificate, the Respondent requested the Complainants to visit the office of the Respondent for the execution of conveyance deed, but the Complainants failed to do so.
- xii. It is submitted that the Complainants knew the unit in question being commercial in nature was subject to be leased out upon

completion and the same was evidently mentioned and agreed by the Complainants in the Builder Buyer Agreement.

- xiii. It is a matter of fact, that the Unit in question was deemed to be leased out upon completion. As the Complainants had mutually agreed and acknowledged that upon completion for the said unit the same shall be leased out at a rate as mutually decided among the parties.
- xiv. That, the Respondent vide letters dated 4th of September 2014, through Lincoln Developers Pvt Ltd., the company to which the managerial rights of the Project have been given, informed to the Complainants that the subject unit of the Complainants is given on lease to M/s Emergent Ventures Pvt. Ltd. at a monthly lease rental of Rs. 75/- per sq. ft., which is the higher than the
- xv. lease rent promised by the Respondent in the Agreement. It is pertinent to note that as the subject unit was put on lease, the Respondent's obligation to pay the assured return at Rs. 70/- per sq. ft. per month, ceased from that day onwards. Also, as the Respondent was able to lease the unit at a higher rate, the Complainants were obligated to pay an additional sale consideration as per the Agreement.
- xvi. Further, as per Clause N(d) of the Agreement, when the subject unit is put on lease the unit shall be deemed to have been legally possessed by the Complainants. The Complainants are in legal possession of the subject unit since 4th of September 2014. It is also to be noted that the Respondent has paid the assured return and lease rentals to the Complainants as per the Agreement and the

same remains undisputed by the Complainants in the present complaint.

- xvii. Also, as per the Clause N(g) of the Agreement, the Complainants had undertaken to not claim physical possession of the unit in question. It is pertinent to mention herein that the Complainants booked the subject unit for the purpose of earning a monthly rental income and not for self- occupation of the unit. The Complainants did not raise any objection or claim until they were receiving the benefits of the monthly lease rentals.
- xviii. That, the Complainants are trying to hoodwink the Ld. Authority by concealing facts which are detrimental to this complaint at hand. Therefore, the said Allotment of the said Commercial Unit contained a "Lease Clause" which empowers the Developer to put a unit of Complainants along with other commercial space unit on lease and does not have "Possession Clauses", for physical possession.
- xix. Therefore, based on the above averments, the relief of lease rentals is beyond the purview and jurisdiction of the Ld. Authority.
- xx. It is pertinent to note here, that the Respondent herein was committed to complete the construction of the Project and subsequently lease out the same as agreed under the Agreement. However, the Respondent in due compliance of the terms of the Agreement has paid assured return and lease rentals till 31st of July 2017.
- xxi. It is also imperative to bring into the knowledge of the Ld. Authority that since starting the Complainants have always been in

advantage of getting assured return and lease rentals as agreed by the Respondent.

- xxii. It is submitted that since starting the Respondent had always tried level best to comply with the terms of the Agreement and has always intimated the exact status of the project. That, the Complainants have received the assured return till the unit was put on lease by the Respondent and lease rentals after the unit was put on lease by the management company.
- xxiii. It is also submitted to bring to the knowledge of the Ld. Authority that the Complainants were paid the assured return at Rs. 70/- per sq. ft per month until the completion of construction of the unit and till the unit was put on lease. If the Ld. Authority allows the relief of delay interest than it shall allow the same after deduction of the amount already paid as assured return from the due date of possession till the unit is put on lease.
- xxiv. That, the Respondent vide Letter dated 29th of December, 2016 intimated the Complainants that the lessee shall be vacating the premises w.e.f 31st of July 2017, and the lease rentals shall cease and requested the Complainants to refund the security deposit. It is pertinent to mention herein that the Respondent as per the account annexed with the Complaint as Annexure G, has paid commitment charges and lease rentals till 31st of July 2017. That, the Respondent on a regular basis is marketing the units of the Project for leasing purposes and as soon as the unit of the Complainants will be put on lease, the lease rentals of the Complainants shall also commence.

- xxv. It is also pertinent to mention that the Complainant received assured returns till the date of receipt of the OC for the project and thereafter committed lease rentals for the period for the period the unit was put on lease was remitted by the Respondent to the complainant. The details of the assured return and lease rental will be reproduced before the authority during the course of the proceedings.
- xxvi. It is also pertinent to mention here that the Complainant despite of incessant requests and reminders from the Respondent haven't paid the maintenance charges as per the terms of the Builder Buyer Agreement which subsequently resulted in arrears of maintenance due. The BBA undoubtedly states that in the event unit falls vacant, the maintenance dues for such period the unit falls due shall be borne by the allottee. The unit of the complainant fell vacant in the year 2017 and since the respondent is trying sincerely to have the unit on lease however due to market dynamic the unit is presently vacant. Thus, the maintenance dues were raised to the allottee however till date the complainant has failed to remit a single rupee towards huge accumulated maintenance dues which runs in lakhs. The BBA is unambiguously clear, that until the dues are outstanding the respondent will have a valid reason to hold the execution of the conveyance deed as per the terms of the Builder Buyer Agreement.
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.

E. 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

.....

(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.

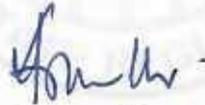
F. Findings on the relief sought by the complainant.

- F.I Direct the respondent to refund the principal amount of the claim along with the interest.
12. It is an admitted position on record that the Complainant was allotted Unit No. 1108, 11th floor admeasuring 750 sq. ft. in the project "Vatika Professional Point", Sohna Road, Gurugram, developed by the Respondent. The allotment was made vide allotment letter dated 12.10.2009. Thereafter, the buyer agreement was executed between the parties on 12.10.2009. The total sale consideration of the said unit was ₹26,25,000/-out of which the Complainant has already paid a sum of ₹26,25,000/- to the Respondent.
13. It is further established from the record that the Occupation Certificate (OC) for the project were issued by the competent authority on 29.10.2013. These documents demonstrate that the project has since attained completion status.
14. The present complaint was instituted on 26.12.2024, nearly eleven (11) years after the occupation certificate dated 29.10.2013. 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 occupation certificate 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.

15. 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 occupation certificate is already obtained by the Competent Authority. Entertaining such stale claims would run contrary to well-settled principles of equity, limitation, and jurisprudence.
16. 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.
17. 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.

18. 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.
19. 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.
20. Complaint as well as applications, if any, stands disposed off accordingly.
21. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 10.10.2025