

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

<b>Complaint no.</b>	<b>:</b>	<b>626 of 2025</b>
<b>Date of complaint</b>	<b>:</b>	<b>13.02.2025</b>
<b>Date of order</b>	<b>:</b>	<b>30.01.2026</b>

Mrs. Kamlesh

**R/o:** - RZ-228/2, 1<sup>st</sup> Floor, Gali No. 5, Sadh Nagar,  
Palam Colony, Delhi-110045

**Complainant**

Versus

M/s Ansal Housing & Construction Ltd.

**Office at:** 15U GF, Indra Prakash,  
21 Barakhamba Road, New Delhi-110001

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. P.K Pandey (Advocate)

None

Complainant  
Respondent

**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 thereunder 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Townwalk", Sector 104, Gurugram.
2.	Total area of the project	2.1 acres
3.	Nature of the project	Commercial project
4.	DTCP license no.	103 of 2012 dated 01.10.2012 valid up to 30.09.2016
5.	Name of licensee	Jagrati Realtors Pvt. Ltd.
6.	Registered/not registered	Not Registered
7.	Unit no./shop no.	67 [as per account statement at pg. 43 of complaint]
8.	Area of the unit	659.30 sq. ft. [as per account statement at pg. 43 of complaint]
	Allotment Letter	NA
9.	Date of execution of buyer's agreement	NA
10.	Possession clause	NA



11.	Due date of possession	NA
12.	Total sale consideration	₹ 65,93,000/- (as alleged by complainant)
13.	Total amount paid by the complainant	₹ 21,50,000/- (as alleged by complainant)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -
- I. That the respondent induced the complainant and lured her to book a commercial unit in the above-mentioned commercial project. That in good faith and interest upon the complainant showed interest in the proposal and booked a commercial unit bearing unit no. 67 at ground floor. The total consideration of the unit admeasuring approximately 689 sq. ft. with a total consideration of Rs. 65,93,000/-. The complainant paid Rs. 21,50,000/- towards the said unit in since year 2012. All the payment made through cheques and cash were duly encashed and acknowledged by respondent.
  - II. That further the complainant and her husband also booked more two more units in projects of respondent bearing unit no. 104 First Floor, in Ansal Town Walk and other in 83 Ansal Hub Boulevard. In the said unit complainant and her husband paid 15,00,000/- through cheque and cash, which was later at request of complainant and her husband, respondent cancelled the said unit and transferred the amount in unit No. 67 at Ground Floor.
  - III. That till date respondent had collected Rs. 36,50,000/- against the total sale consideration as per payment plan. The respondent, despite



- of having paid the payment against the total consideration amount respondent has neither executed the BBA or hand over the possession till date has failed to handover the possession.
- IV. That the complainant after booking and realization of cheques qua pre-launch booking approached the respondent during the year 2012-2013 demanding for the payment receipts of any of the acknowledgement for the booking made for ground floor units and other by the complainant but respondent never cared to respond to the complainant and after many follow-ups only 3 receipts were handed over to the complainant. Then later on started raising demand notices as per the payment plain opted by the complainant and till date no BBA was executed even after several requests by the complainant for the same
- V. That the complainant contacted respondent regularly and was surprised to see and was constrained to note that neither any construction was started or visible at site and demand letter was issued by the respondent despite fact that the respondent running behind the assured time of delivery. It is further pertinent to mention that the respondent company was raising the demand notice despite the fact that no construction began at the site.
- VI. At the time of purchasing the unit, the complainant was assured that the possession of the unit would be delivered on or before 48 months from the commencement of project and from the execution of BBA, but no BBA is executed till date, also till date no scope of possession is there. When the complainant later on visited the site during the year 2015 to 2017, they were surprise to find that the no progress in construction work was visible. When they raised this issue with the

- representatives of the respondent they failed to provide any satisfactory answer to the complainant.
- VII. That when the complainant got to know that the respondent has no necessary licenses permissions and the construction work was kept at hold, he approached the of the Director & Authorized Signatory of respondent company but the respondent company allured the complainant by their false claim that all the necessary conditions and licenses have been granted to them and the construction will begin soon and the project will be ready for delivery soon but no progress can be witnessed.
- VIII. That entrusting the claims of the respondent company the complainant waited for a long period and regularly keep a check on progress but no progress was visible as assured by the respondent company between year 2015 to 2024.
- IX. That the complainant visited several a time to the office of the respondent for the clarification and status but got no response over the same and respondent delaying the same on one pretext or other.
- X. That even after Knowing the status of the project the respondent for its illicit financial gains and with mala fide intentions the respondent company keep on raising the demand notices and asking for the money. The complainant objected the same but no fruitful purpose was served.
- XI. That despite several communications through mails/calls/office visits the complainant never got a satisfactory response and the grievance of the complainant has not been resolved till date.
- XII. That the complainant is ready and willing to pay the remaining the consideration amount to respondent as when respondent got the

completion certificate and other compliance for necessary for occupation of the project.

- XIII. That is pertinent to mention that the authority had already granted relief in similar project vide complainant no.1156 of 2018 decided on 30.04.2019 and in that case too, such long delay in the commencement of project and the completion of the same, the complainant was aggrieved.
- XIV. That it is pertinent to mention that the promoter has failed to fulfil its obligation and duties u/ section 11 of the Act ibid, Also the promoted is liable to compensate the complainant u/s 18(1) of the Act ibid. It is pertinent to mention that the section 19 of the Act safeguards the right of the complainant as the complainant have full right to have information relating to the project which was eventually concealed in this case by the respondent.
- XV. That till date respondent had neither executed the BBA nor handed over the possession of the unit nor executed the conveyance deed and cause mental agony and harassment to the complainant in delaying the possession of the unit for more than 12 years, hence respondent is liable to pay to compensation to complainant for delay of possession.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):
- I. Direct the respondent to handover the possession of the above said property/commercial shop no. 67 to complainant and executed the conveyance deed in favour of complainant.
  - II. Direct the respondent to pay compensation of Rs. 30,00,000/- to complainant for harassment, mental agony and pain as well as delaying to hand over the commercial space/shop to complainant.

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 contested the complaint by filing reply on the following grounds: -

- I. That the complainant had approached the answering respondent for booking a commercial unit in an upcoming project Ansal Townwalk, Sector 104, Gurugram. However, complainant failed to execute builder buyer agreement with the respondent despite repeated requests.
- II. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the complainant failed to execute builder buyer agreement with the respondent despite repeated requests.
- III. That the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e. RERA Act, 2016. It is further submitted that Parliament would not make the operation of a statute retrospective in effect.
- IV. That the complainant specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. The complainant cannot be allowed to take advantage of his own wrong.
- V. That even if for the sake of argument, the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainant belatedly. The complainant has admittedly filed the complaint in the year 2025 after an unexplained delay. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.

- VI. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities. The permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondent has in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- VII. That the respondent has adequately explained the delay. The delay has been occasioned on account of things beyond the control of the answering respondent. The builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the answering respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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**

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11.....(4) 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.*

10. 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 complainant at a later stage.


**F. Findings on the relief sought by the complainant.**

- I. Direct the respondent to handover the possession of the above said property/commercial shop no. 67 to complainant and executed the conveyance deed in favour of complainant.
  - II. Direct the respondent to pay compensation of Rs. 30,00,000/- to complainant for harassment, mental agony and pain as well as delaying to hand over the commercial space/shop to complainant.
11. That the complainant claims to have booked a commercial unit in the project of the respondent namely Ansal Townwalk, situated at Sector-104, Gurugram and alleges that a unit bearing no. 67 was proposed to be allotted for a total sale consideration of Rs. 65,93,000/- out of which an amount of Rs. 21,50,000/- is stated to have been paid.
  12. However, it is respectfully submitted that the complainant has failed to place on record any cogent or substantive document in support of the alleged transaction. The only document annexed along with the present complaint is a Customer Ledger. No other document such as application form, booking form, allotment letter, receipt(s), demand letter(s), correspondence, or any other supporting record has been filed by the complainant.
  13. It is further an admitted and undisputed position that no allotment letter was ever issued by the respondent in favour of the complainant and no builder buyer agreement was ever executed between the parties.

14. In the absence of the above essential documents, the alleged transaction never matured or progressed into a concluded contract and did not culminate into the allotment of any unit, office space, plot, apartment, or building. Consequently, no enforceable right, title or interest in any property ever accrued in favour of the complainant.
15. The complainant has sought possession of the unit along with compensation. However, before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:
- "...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*
16. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere customer ledger, in the absence of an allotment letter or builder buyer agreement, does not confer the status of an allottee upon the complainant.
17. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and a builder buyer

agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.

18. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant essentially relates to possession of the unit is a matter falling outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
19. In view of the above facts and circumstances, this Authority holds that the complainant do not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.
20. Complaint as well as applications, if any, stands disposed off accordingly.
21. File be consigned to the registry.

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 30.01.2026

**HARERA**  
**GURUGRAM**