

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

Date of decision : 06.01.2026

NAME OF THE BUILDER		M/s. Good Earth Business Park Private Limited (Formerly known as NCR Business Park Pvt Ltd) and M/s. Krrish Realtech Private Limited
S. No.	Case No.	Case title
1.	4738-2024	Saroj Kumari, Rohit Arora and Kapil Juneja V/S Good Earth Business Park Private Limited and M/s Krrish Realtech Private Limited
2.	4761-2024	Mandeep kaur and Gurpal Singh V/S Good Earth Business Park Private Limited and M/s Krrish Realtech Private Limited

CORAM:	
Shri Arun Kumar	Chairman
Shri Phool Singh Saini	Member
APPEARANCE:	
Sh. Abhijeet Gupta	Advocate for the complainant
Ms. Shivani Dhang	Advocate for the respondent

ORDER

1. The above complaints have been filed by the complainant/allottees 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 there under or to the allottees as per the agreement for sale executed *inter se*.

- The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Krrish One, Sector 66, Gurugram being developed by the respondent/promoter i.e., M/s. Good Earth Business Park Private Limited (Formerly known as NCR Business Park Pvt Ltd) and M/s. Krrish Realtech Private Limited. The issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.
- The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Complain t No., Case Title, and Date of filing of complain t	Repl y statu s	Unit No.	Date of execut ion of agree ment for sale/ Ackno wledg ement receip t	Due date of possess ion, offer of possess ion	Total Considerati on / Total Amount paid by the complainan ts (In Rs.)	Relief Sought



<p>1.</p>	<p>CR/4738/ 2024 Saroj Kumari, Rohit Arora and Kapil Juneja V/S Good Earth Business Park Private Limited and M/s Krrish Realtech Private Limited</p> <p>D.O.F: 25.09.202 4</p>	<p>Reply recei ved on 08.01 .2025</p>	<p>G- B057, floor- Grou nd (As on page no. 26 of comp laint) Area: 506 sq. ft.</p>	<p>BBA- Not execut ed</p> <p>Ackno wledg ement receip t dated 08.05. 2014</p>	<p>NA</p> <p>Offer of possess ion: not offered</p>	<p>Sale consideratio n: - Rs. Rs.61,09,95 0/-</p> <p>[As per the acknowledg ment receipt dated 08.05.2014 at page no. 26 of complaint]</p> <p>AP: - Rs. Rs.6,40,090/ -</p> <p>[As per the acknowledg ment receipt dated 08.05.2014 at page no. 26 of complaint]</p>	<ol style="list-style-type: none"> 1. Possession. 2. Execute BBA. 3. D.P.C 4. Appoint an inquiry officer to investigate the current status of completion of project. 5. Direct the registry to take action against the respondent for failure to register the project with the authority and not filing the QPR's.
<p>2.</p>	<p>CR/4761/ 2024 Mandeep kaur and Gurpal Singh V/S Good Earth Business Park Private Limited and M/s Krrish Realtech Private Limited</p>	<p>Reply recei ved on 08.01 .2025</p>	<p>G- C030, Grou nd Floor (as on page no. 30 of comp laint) Area: 504 sq. ft.</p>	<p>BBA- Not execut ed</p> <p>Ackno wledg ement receip t dated 22.09. 2014</p>	<p>NA</p> <p>Offer of possess ion: not offered</p>	<p>Sale consideratio n: - Rs. Rs.63,75,60 0</p> <p>[As per the acknowledg ment receipt dated 22.09.2014 at page no. 30 of complaint]</p> <p>AP: -</p>	<ol style="list-style-type: none"> 1. Possession. 2. Execute BBA. 3. D.P.C 4. Appoint an inquiry officer to investigate the current status of completion of project. 5. Direct the registry to take action against the respondent for failure to register the project with the authority and not filing the QPR's.

	D.O.F: 25.09.202 4					Rs. Rs.6,37,560/ - as per the acknowledg ment receipt issued by KRRISH page 30 of complaint]	
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4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. Out of the above-mentioned cases, the particulars of case **CR/4738/2024 Saroj Kumari, Rohit Arora and Kapil Juneja V/S Good Earth Business Park Private Limited and M/s Krrish Realtech Private Limited.** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others

A. Unit and project related details

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

CR/4738/2024 Saroj Kumari, Rohit Arora and Kapil Juneja V/S Good Earth Business Park Private Limited and M/s Krrish Realtech Private Limited.

S.No.	Particulars	Details
1.	Name of project	"Krrish One"
2.	Nature of project	Commercial colony
3.	Location of project	Golf Course Extension Road, Sector-66 Gurugram.
4.	RERA registered	Not registered
5.	DTCP License	49 of 2008 dated 14.03.2008, valid upto 13.03.2020 and 184 of 2008 dated 25.10.2008, valid upto 24.10.2020
6.	Date of execution of Buyer's Agreement	Not executed
7.	Date of acknowledgement receipt	08.05.2014 (page 26 of complaint)
8.	Unit no.	G-B057, floor-Ground (As on page no. 26 of complaint)
9.	Unit area	506 sq. ft. [Super Area] (As on page no. 26 of complaint)
10.	Possession clause	Not available
11.	Due date of possession	NA
12.	Sale consideration	Rs.61,09,950/- (As per the acknowledgment receipt dated 08.05.2014 at page no. 26 of complaint)
13.	Amount paid	Rs.6,40,090/- (As per the acknowledgment receipt dated 08.05.2014 at page no. 26 of complaint)

14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainants have made the following submissions in the complaint: -

- i. That the respondent no.1 **Good Earth Business Park Private Limited** (Formerly Known as NCR Business Park Pvt. Ltd.) is a company incorporated under the provisions of companies Act 2013 vide CIN U45201HR2005PTC047356 and Khasra No. 950/1078, Badshapur Village Sector-66, Golf Course Extension Road, Gurgaon -122001 having its Registered office at (hereinafter called the Developer /Builder / Respondent No.1) and is inter alia engaged in the business activities relating to construction, development, marketing & sales of various types of residential & and commercial properties to its various customers /clients and work for gain.
- ii. That the respondent no. 2 **M/S Krrish Realtech Private Limited** is a company of Krrish Group incorporated under the provisions of Companies Act, 2013 and having its registered Office at unit no. 202, Elegance Tower, plot no. 8, Jasola District Centre , New Delhi, Delhi, India - 110025. and inter alia engaged in the business activities relating to construction, development, marketing & sales of various types of residential & commercial properties to its Various customers / Clients and works for gain.
- iii. That, in pursuant to the elaborate advertisement, assurances, representations and promises made by the respondents, the complainants in year 2014, considered the purchasing a property in the Respondent

Project "**KRRISH ONE**" through an Application form for **Unit no. G- B057** on the Ground Floor admeasuring tentative super area **506 sq. ft.** developed by respondent no.1 for a basic sale consideration of Rs.61,09,950/- (12075/- per sq. ft.).

- iv. That subsequently, the booking of said **unit G-B057 on the ground floor admeasuring tentative super area 506 sq. fit.** On Ground Floor in Krrish One, Golf Course Extension Road Sector – 66, Gurugram was confirmed to the complainants vide acknowledgement letter dated **08.05.2014**.
- v. That complainant has paid a total sum of Rs._6,40,090/-towards the booking of the unit. After giving the booking amount of the Respondents in respect to the above-mentioned Unit, the complainants contacted the respondent on several occasions for executing the builder buyer agreement and was regularly in touch with the respondents. The respondents were never able to give satisfactory response to the complainant regarding the execution of the builder buyer agreement.
- vi. That, it has been more than a decade since the respondents received money from the complainants. Despite the significant passage of time, there has been no tangible evidence that the respondents are taking any steps to honor their obligations. They have yet to fulfill their duty to execute the BBA as stipulated in their Acknowledgement Letter. This prolonged inaction not only reflects poorly on their commitment but also exacerbates the concerns and frustrations of the complainants, who are still waiting for the resolution of this matter.
- vii. That despite the request of the complainant to execute the builder buyer agreement after paying the booking amount, the respondent no.2 sent

emails with option to refund the amount against the will of complainant. The complainant opted to continue with the project and seek the possession of the unit, however, respondent no.2 gave no hope to the choice of the complainant.

- viii. It is crucial to emphasize that over 10 years have passed since the complainants have paid for booking of their unit, yet the respondents have failed to take any active steps towards registering the project with RERA or providing updates on its status. Additionally, the respondents have repeatedly transferred the project to different companies and have changed their own name multiple times. This lack of transparency has led the complainants to suspect that the respondents might be involved in unethical or illegal activities. Despite numerous attempts to contact or meet with the respondents to ascertain the current status of the project, the complainants have received no substantial evidence confirming the project's legitimacy. That the complainant is under an apprehension that the sale consideration paid by them has been siphoned off by the respondent and its promoters for their unjust enrichment. The respondent has duped the complainant of its hard-earned money and it is feared that many more allottees have suffered same fate at the hands of the respondent, therefore it is utmost important for the Authority to investigate the wrong doings of the respondent in order to safeguard the interest of the complainant and other allottees of the project.
- ix. That, the respondents are not only guilty of deficiency in services by not fulfilling their promises in due course of their services towards their helpless consumer but also a mental harassment to the complainants by

misguiding and misrepresentation of facts which amount to fraudulent and unfair trade practices.

- x. It is abundantly clear that the respondents have played a fraud upon the complainants and has cheated them fraudulently and dishonestly with a false promise to complete the construction of the project within the stipulated period.

C Relief sought by the complainants: -

9. The complainants have sought following relief(s)
- I. Direct the respondents to execute a Builder Buyer's Agreement assigning all the rights and duties of the booked unit bearing no. **G- G-B057 on Ground Floor admeasuring tentative Super Area 506 sq., ft** in Krrish One, Golf Course Extension Road Sector-66, Gurugram.
 - II. Direct the respondent to handover the actual possession of the unit along with all the rights, title and interests without any delay or default in terms with regard to the acknowledgement.
 - III. To appoint an inquiry officer to investigate into the current status of the completion of the project.
 - IV. Direct the respondent to pay penalty for delay in possession on the amount paid till realization, as per the 2016 Act.
 - V. To direct to registry to take action against the respondent for failure to register the project with the authority and not filing QPRs.
10. The respondent no.2 failed to file a reply despite several opportunities granted by the authority. It shows that the respondent is intentionally delaying the

procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed ex-parte against the respondents in the above-mentioned complaint.

D. Reply filed by the respondent no. 1.

11. The respondent has contested the complaint on the following grounds: -

- i. That around the year 2014, previous management may have contemplated developing certain commercial project. It seems that some investors had given expressions of interest for tentative booking of units/ areas along-with small token amounts and with a request to accept their expressions for tentative bookings regarding some units/ areas. However, no concluded contracts had ever come into existence. It seems that the previous management shelved the project owing to various factors including lack of good response, slump in the real estate sector etc. and they eventually exited respondent no. 1 in the year 2018.
- ii. That on making enquiries, respondent no. 1 has come to know that complainants paid certain token amounts to seek provisional booking with the previous management. The complainants had paid a sum of Rs. 6,40,090/- to respondent no. 1 vide cheque no. 852731 dated 26.03.2014 drawn on SBI Bank. The complainants have no locus standi to file the present complaint as there is no privity of contract between the complainants and respondent no. 1. Therefore, it is apparent that the present complaint has been filed by the complainants with totally dishonest and malafide motives in order to unnecessarily harass, blackmail and pressurize respondent no. 1.

- iii. That the said token amount of Rs. 6,40,090/- was acknowledged vide acknowledgment dated 08.05.2014. A reading of the said application form as well as acknowledgement also clearly reveals that the same do not constitute an allotment or a guarantee of any allotment and is rather only a provisional booking. It is also important to mention here that even as per acknowledgement letter, it is clear that acknowledgement letter along with token amount did not constitute a right to allotment nor guarantee allotment nor it created any obligations on respondent no. 1 towards the complainants. No concluded contract with the complainants ever came into existence. The complainants are well aware that other similar persons like the complainants had already taken back the amounts paid by them from respondent no. 1 along with reasonable rate of interest. However, the complainants seem to have opted to wait and now with totally malafide motives the complainants have filed the present false and baseless complaint.
- iv. That it is pertinent to mention here that the complainants have deliberately concealed the true and material facts in the complaint. It is also pertinent to mention here that since respondent no. 1 is comprised of law abiding and peace loving persons and does not wish to be involved in unnecessary disputes and controversies, hence in order to settle the dispute amicably, respondent no. 1 is ready to refund the amount paid by the complainants i.e. Rs. 6,40,090/- along with interest @ 8% per annum from 26.03.2014.
- v. That the complainant with highly dishonest intentions has filed the present baseless and false complaint as an afterthought. The complainant being

desperate and in order to somehow blackmail, extort and overawe respondent no. 1 has now approached this Hon'ble Authority knowing fully well the falsity of his complaint. The present false complaint is a dishonest attempt of the complainant to extort huge amount from the respondent no.

1. The present complaint being an abuse of the process of law is liable to be dismissed with heavy costs.

12. All other averments made in the complaint were denied in toto.

13. 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 submissions made by the parties.

E. Jurisdiction of the authority

14. 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.

15. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by The 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

16. 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)(a)

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.

17. 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 complainants.

- F.I. Direct the respondents to execute a Builder Buyer's Agreement assigning all the rights and duties of the booked unit bearing no. G-B050 admeasuring 600 sq.ft. on Ground Floor in Krrish One, Golf Course Extension Road Sector-66, Gurugram.**
- F.II. Direct the respondent to handover the actual possession of the unit along with all the rights, title and interests without any delay or default in terms with regard to the acknowledgement.**

- F.III. Direct the respondent to pay penalty for delay in possession on the amount paid till realization, as per the 2016 Act.**
- F.IV. Appoint an inquiry officer to investigate the current status of completion of project.**
- F.V Direct the registry to take action against the respondent for failure to register the project with the authority and not filing the QPR's**
18. The above-mentioned reliefs no. F.I to F.V as sought by the complaints are being taken together and these reliefs are interconnected.
19. The complainant submitted that he purchased a unit bearing no. G-B057, floor-Ground., in Krrish One, Golf Course Extension Road Sector 66, Gurugram, a commercial development by respondent no. 1 for a Basic Sale consideration of Rs. 61,09,950/- against which complainant paid an amount of Rs. 6,40,090/- towards the booking of the unit. Subsequently, the booking of the said unit was confirmed to the complainant vide acknowledgement letter dated 08.05.2014. Despite several requests made by the complainant, the respondent failed to execute the Buyer's Agreement and did not proceed with further steps toward completion or possession of the said unit.
20. On the contrary, the respondent states that as per acknowledgement letter, it is clear that acknowledgement letter along with token amount did not constitute a right to allotment nor guarantee allotment nor did it create any obligations on respondent no. 1 towards the complainants. No concluded contract with the complainants ever came into existence.
21. Upon a perusal of the record, the Authority observes that the present complaint is barred by limitation. The only document on record is an acknowledgment receipt dated 08.05.2014, allegedly issued by the

respondent in favour of the complainant. No correspondence, transaction, demand or engagement of any nature took place thereafter i.e. 08.05.2014. The complainant remained silent for nearly eleven (10) years and has approached this Authority without offering any sufficient cause for such extraordinary delay. The cause of action, if any, arose in 2014, and has long since become time-barred under the provisions of the Limitation Act, 1963. The complainant, having failed to pursue his alleged claim for more than a decade, cannot now seek revival of a stale and extinguished right. The claim sought to be revived after more than a decade is, therefore, legally untenable.

22. 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.
23. 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 his 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 his/her rights, are entitled to the benefit of law.

The authenticity of the alleged receipt is in dispute. Determination of:

- Whether the Acknowledgment receipt is genuine,
- Whether money was paid or misappropriated,
- Whether there was cheating or forgery,

requires detailed evidence, cross-examination, and investigation - all outside the scope of this Authority.

24. Therefore, the Authority cannot adjudicate on issues requiring forensic or criminal assessment. In these circumstances, this Authority cannot adjudicate upon disputed questions relating to the alleged payment, denial of receipt, or the veracity of the document relied upon by the complainant. The issues of such disputes would require a detailed examination of evidence, including the assessment of allegations of misrepresentation, cheating, forgery, and criminal breach of trust. These issues fall beyond the statutory competence of the Authority and can only be adjudicated upon by the competent civil and criminal courts in accordance with law.

25. Furthermore, the complainant does not fall within the definition of an "allottee" as provided under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. The definition is reproduced 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*

26. 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 acknowledgement receipts and payment of a booking amount, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant. Further, in the absence of an agreement signed, the complainant might not qualify for certain reliefs under Section 18 (Refund/Interest). This is because Section 18 remedies are specifically tied to the "date specified in the agreement." Without an agreement, there is no "contractual date of possession" to calculate delay.
27. Moreover, an acknowledgement letter mentioning only the unit and amount is often seen as an "agreement to agree" rather than a concluded contract. Under Section 29 of the Indian Contract Act, 1872, the meaning of which is not certain, are **void**. Details such as the date of completion, grace periods, force majeure clauses, and maintenance terms are missing. An acknowledgement letter is merely a receipt. It does not contain the detailed "promises" required to form a reciprocal binding obligation.
28. Since no allotment letter, agreement, or confirmation of allotment was ever issued in the favour of complainant, and in the absence of any concluded allotment or legally recognised interest in the project, the complainant lacks

the requisite locus standi to maintain the present complaint before the Authority.

29. In view of the above facts and circumstances, this Authority holds that the complainant does 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.
30. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking delay possession charges & physical possession, is not maintainable *firstly*, after such a long period of time as the law is not meant for those who are dormant over their rights. *Secondly*, the Authority only adjudicate the matters which are undisputed in nature and *thirdly*, the complainant does not fall under the definition of Allottee. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. It is a principle of natural justice that nobody’s right should be prejudiced for the sake of other’s right, when a person remained dormant for such an unreasonable period of time without any justifiable cause.
31. In view of the above, the complaint is **dismissed** as being barred by limitation and for want of locus standi, with liberty to the complainant to seek appropriate civil or criminal remedies before the appropriate forum in accordance with law.

32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
33. Complaints stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
34. File be consigned to registry.



Phool Singh Saini

Member



Arun Kumar

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 06.01.2026

HARERA
GURUGRAM