

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

Complaint no. : 2996 of 2025
Date of filing complaint: 03.07.2025
Date of Decision: 21.11.2025

Jagdish Chander Suneja

Address: - Flat no. 154, Tower R, DLF Ultima,
Sector-81, Sector-83, PO Sikanderpur, Gurgaon

Complainant

Versus

DLF Universal Limited

Address: 3rd Floor, Arjun Marg, DLF City,
Phase I, Gurgaon

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Ojas Singh Sachdeva

Sh. Ishaan Dang

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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

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

| S. N. | Particulars | Details |
|-------|--|---|
| 1. | Name of the project | DLF Corporate Greens, Sector-74 A Gurugram |
| 2. | Project area | 27.08 acres |
| 3. | Nature of the project | Commercial colony |
| 4. | RERA Registered or not | Not Registered |
| 5. | DTCP License no. | 51 of 2008 dated 19.03.2008 valid upto 18.03.2020 |
| 6. | Unit no. | DGC1-0702 (page no. 24 of complaint) |
| 7. | Unit area admeasuring | Not mentioned |
| 8. | Booking by original allottee | 27.06.2008 |
| 9. | Agreement to sell in b/w complainant and original allottee | 01.05.2010 (page no. 313 of reply) |
| 10. | Endorsement in favour of complainant | 03.05.2010 (page no. 301 of reply) |
| 11. | Allotment Letter issued to complainant | 13.12.2010 (page no. 24 of complaint) |
| 12. | Date of buyer's agreement | Annexed but not executed |
| 13. | Sale consideration | Rs. 1,00,03,299/- (page no. 354 of reply) |

| | | |
|-----|---|--|
| 14. | Amount paid by the complainant | Rs. 15,00,000/- (by original allottee) |
| 15. | Demand and reminders for payment to complainant | 07.06.2010, 29.06.2010, 14.07.2010, 22.07.2010, 13.08.2010, 27.08.2010, 16.09.2010 (final), 22.09.2010, 15.10.2010, 29.10.2010, 18.11.2010 (final), 22.11.2010, 15.12.2010, 30.12.2010, 18.01.2011 (final), 24.01.2011, 15.02.2011, 03.03.2011 |
| 16. | Cancellation Letter | 08.02.2011 (Page no. 380 of reply) |
| 17. | Occupation certificate | 19.06.2014 (page no. 31 of reply) |
| 18. | Offer of possession | Not offered |
| 19. | Legal notice by complainant for refund | 10.04.2025 |

B. Facts of the complaint

3. The complainant has made the following submissions: -
 - I. That the respondent are builder group who deals in properties and real estates, approached the complainant to invest in their project namely DLF Corporate Green, Gurgaon and convinced the complainant by making false and frivolous promises.
 - II. That after the allurements of the respondent, the complainant deposited paid Rs, 18,39,260/- to the respondent for booking the property and as earnest money. The due receipts of the above said payments were issued by the respondent to the complainant.
 - III. That after receiving the above said payment the respondent issued allotment letter dated 13.12.2010 to the complainant against the booking request for a commercial space/shop in respondent's premium project "DLF Corporate Green" at DLF Corporate Greens, Gurgaon and

- provisionally allotted a commercial space/premises no. DCG1-0702 on 7 floor admeasuring 1614 sq. ft.
- IV. That thereafter, the respondent entered into an agreement with the complainant for property and for the same the respondent had already received Rs. 18,39,260/- from the complainant out of basic sales price/consideration of Rs.91,96,300/-. That at the time of booking, the respondent assured and promised to the complainant that the respondent having a valid license and project drawing of project duly sanctioned by the appropriate State Government and further assured and promised the complainant to handover the possession of the said unit within agreed time period and the balance payment shall also be received at the time of handing over the possession of the same to the complainant by the respondent.
- V. That believing bonafide of respondent's assurances and promises the complainant booked property for personal use and on respondent's demands the complainant deposited/paid his hard-earned money but despite collecting substantial amount, the respondent does not provide the possession of the said unit/ property to the complainant.
- VI. That from the year 2010 to 2020, the respondent neither tried to contact nor informed the complainant about the progress of the above said project.
- VII. The complainant was under the impression that the respondent's project is under progress and in between 10 years have elapsed.
- VIII. That from the year 2020 the complainant visited to respondent's office to know the present status of the property then it was utter shock and surprise to the complainant that his booked space/premises No. DCG1-



0702 on 7h Floor at DLF Corporate Greens, Gurgaon has been delivered to the respondent's other customer after completion of the project.

- IX. That on further enquiry, the complainant came to know that the respondent forcibly cancelled the allotment of the complainant. That thereafter the respondent assured the complainant that his booking amount of Rs.18,39,260/- shall be refunded back to the complainant after necessary deductions. That since 2020 the complainant has been regularly visiting office of the respondent till date but now the respondent on 02.04.2025 has completely refused to refund the booking amount paid by the complainant.
- X. That as per principles of natural justice and the terms of the said agreement, the respondent is liable to pay/ refund the deposited amount of Rs. 18,39,260/- to the complainant but in spite of that till date even a single penny has not been refunded to the complainant.
- XI. That the hard-earned money deposited by the complainant to purchase above said commercial space has been mis-utilized with the purpose to prolong the issue of repayment of amount to the complainant. From the above said act, conduct and behaviour of the respondent, the complainant has realized that the respondent has malafide intentions since very beginning of this deal and in order to fulfil respondent's nefarious designs the respondent first allured the complainant to invest such a huge amount in it's project with the promise to handover the possession of the said unit within the agreed time but the sold out the same with respondent's other proposed buyer taking advantage of the circumstances.
- XII. That upon making a number of representations and visits to the office of the respondent and after running from pillar to post seeking refund along with interest of the amount paid by the complainant to the respondent, the

respondent paid no heed towards the grievance of the complainant and for no good reason are utilizing the funds of the complainant for their personal gains and benefits causing wrongful loss to the complainant.

- XIII. That respondent is guilty of providing deficient services to the complainant firstly on account of deliberately and intentionally making false representations to obtain the booking amount of the said commercial space That even after repeated representation and request for refund and repeated follow ups with the official of respondent, the respondent have miserably, for no good reason have failed to refund the hard earned money of the complainant along with interest and have cheated complainant and are making illegal profits and benefits by wrongfully retaining the hard earned money of complainant.
- XIV. That the complainant approached his counsel and his counsel issued the legal notice dated 10.04.2025 seeking refund along with interest however the respondent pay no heed to the same. That the said legal notice was sent to the respondent via email on 10.04.2025 and via speed post on 11.04.2025 & same was delivered to respondent on 15.04.2025.
- XV. That the complainant is entitled to receive the aforesaid amount of Rs.18,39,260/- paid by complainant along with pendent lite interest @ 24% p.a. from the date of payment to till date, along with sum of Rs.5,00,000/- as a consolidated amount.

C. Relief sought by the complainant:

4. The complainant in the present complaint have sought the following relief(s).
- i. **Direct the respondent to refund the amount of Rs. 18,39,260/- with pendent lite interest @ 24% p.a. from the date of payment to till date to the complainant.**

- ii. **Direct the respondent to pay a sum of Rs. 5,00,000/- as a consolidated amount conservatively quantified on account for mental torture and agony suffered by the complainant at the hands of respondent.**
 - iii. **For cost of legal expenses of Rs. 2,00,000/- along with future interest from the respondent on the amount claimed along with interest till the realization of the same.**
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 to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has contested the complaint on the following grounds.
- I. That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. The occupation certificate in respect of the project was issued by the competent authority on 19.06.2014. Thus, the project in question is not an 'Ongoing Project' under Rule 2(1)(o) of the Rules. This Hon'ble Authority does not have the jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.
 - II. That the present complaint is not maintainable before this Hon'ble Authority. The present complaint is barred by limitation and is liable to be dismissed on this ground as well.
 - III. That the complainant has no locus standi or cause of action to file the present complaint.
 - IV. That one of the projects developed by the respondent is a commercial project known as "Corporate Greens", located in Sector 74A, Gurugram

Haryana. The project was initially being developed by M/s DLF Commercial Complexes Ltd. Pursuant to the sanction of scheme of amalgamation/merger vide order dated 30.04.2010 passed by the Hon'ble High Court at Delhi and vide order dated 12.11.2009 passed by the Hon'ble Punjab and Haryana High Court respectively, M/s DLF commercial complexes was amalgamated with DLF Retail Developers Ltd. Subsequently, the name of M/s DLF Retail Developers Ltd stood changed to DLF Universal Ltd. Thereafter, the real estate business of M/s DLF Universal Ltd. has merged/amalgamated into M/s DLF Home Developers Ltd vide order dated 29.03.2016 of the Hon'ble High Court of Punjab and Haryana.

- V. That the original allottee and the complainant herein approached the respondent and requested that the allotment of the aforesaid unit be transferred in favour of the complainant. The complainant agreed and undertook to be bound by the terms and conditions of the application form and also agreed and undertook to make timely payment of amounts payable in accordance with the payment schedule applicable to the original allottee as well as to execute the buyer's agreement in the standard format of the respondent company. A sum of Rs 15,00,000/- had been paid by the original allottee to the respondent. The complainant agreed and undertook to make payment of balance amount (basic sale price of Rs 76,96,300/- and other amounts as per the payment schedule) directly to the respondent as per the payment plan applicable to the original allottee
- VI. That on the basis of the transfer documents executed by the complainant as well as the original allottee, the unit in question was transferred in favour of the complainant and the complainant was requested to adhere

to the payment plan for all his future payments. By letter dated 30.08.2010 the complainant was informed that due to change of name of the company, all future correspondence /payments relating to the unit shall be in the name of/made in favour of DLF Universal Limited.

- VII. That prior to purchasing the unit in resale from the original allottee, the complainant had made detailed and elaborate enquiries with regard to all aspects of the project and had completely satisfied himself with regard to the specifications of the unit, competence and capability of the respondent to successfully undertake the construction, development and implementation of the said project. The complainant was fully conscious and aware that payments were outstanding against the unit at the time of transfer of nomination in favour of the complainant.
- VIII. That the complainant had, inter alia, agreed and undertaken to make timely payment of all installments as per the applicable payment plan. However, the complainant was a defaulter right from the very beginning, numerous demand notices were issued by the respondent to the complainant calling upon the complainant to make payment in accordance with the applicable payment plan, but to no avail.
- IX. That respondent was under no obligation to send repeated reminders to the complainant calling upon the complainant to make payment of outstanding instalments especially since it was the financial and contractual duty of the complainant to make payment of instalments of consideration in respect of said apartment in a timely and irregular manner.
- X. That however, the demand notices and payment reminders were ignored by the complainant. In fact, apart from the initial payment of

- Rs 15,00,000/- paid by the original allottee, no further payment was made by the complainant.
- XI. That the allotment in favour of the complainant was cancelled by the respondent vide cancellation letter dated 08.02.2011. In accordance with the terms and conditions of the application form, the respondent was entitled to forfeit earnest money amounting to Rs 18,39,260/-, in addition to interest on delayed payments, brokerage paid as well as other amounts of a non refundable nature, total forfeitable amount coming to Rs 20,31,834.52. However, since only an amount of Rs 15,00,000/- had been paid against the said unit, the said amount of Rs 15,00,000/- was forfeited by the respondent.
- XII. That the allotment in favour of the complainant was cancelled as far back as on 08.02.2011. Hence, the present complaint, instituted after a period of more than 14 years, is clearly barred by limitation and deserves to be dismissed on this ground alone.
- XIII. That in the meanwhile, a reminder letter dated 19.03.2011 was erroneously sent to the complainant regarding non execution of the buyer's agreement. The buyer's agreement had been dispatched to the complainant for execution as far back as on 13.12.2010. However, for reasons best known to the complainant, the complainant wilfully refrained from executing the same.
- XIV. That inadvertently, due to a bonafide clerical error, after cancellation, a reminder letter was erroneously sent to the complainant. The respondent sent a letter dated 22.03.2011 conveying the error to the complainant and also bringing to his notice that after cancellation, the complainant is not left with any right, title or interest in the unit in question.

- XV. That although under no obligation to do so, nevertheless as a gesture of goodwill, by letter dated 12.12.2011, the respondent gave one final opportunity to the complainant to revive the allotment in his favour upon clearing his outstanding dues in a timebound manner, as intimated in the said letter. The complainant vide letter dated 02.02.2012 that one final opportunity was being given to the complainant to remit due payments by 15.02.2012 failing which the respondent would be releasing the property for resale and shall not entertain any subsequent request for restoration of the allotment. Despite having received the said letters, the complainant failed to do the needful. Consequently, the allotment was never revived in his favour and the cancellation became final. The complainant is not left with any right, title or interest over the unit in question and the respondent has sold the unit to a third party.
- XVI. That in so far as the project is concerned, the respondent has duly completed construction of the same and the occupation certificate has been issued by the competent authority on 19.06.2014, i.e., well before RERA came into force and before the Rules made thereunder were notified. Hence the project is not an "ongoing Project" as defined under the Rules. The provisions of RERA are not applicable to the project in question. The respondent has already handed over possession of units in the project to such allottees who have complied with their contractual obligations in terms of the buyer's agreements executed between such allottees and the respondent.
- XVII. That under the facts and circumstances, it is evident that there is no default or lapse on the part of the respondent. The allotment has been rightly cancelled in accordance with the agreement between the parties as set out in the application form. The complainant is not entitled to any

relief. The false and frivolous complaint is liable to be dismissed forthwith.

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 submissions made by the complainant.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

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

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainant.

- i. **Direct the respondent to refund the amount of Rs. 18,39,260/- with pendent lite interest @ 24% p.a. from the date of payment to till date to the complainant.**
- ii. **Direct the respondent to pay a sum of Rs. 5,00,000/- as a consolidated amount conservatively quantified on account for mental torture and agony suffered by the complainant at the hands of respondent.**
- iii. **For cost of legal expenses of Rs. 2,00,000/- along with future interest from the respondent on the amount claimed along with interest till the realization of the same.**

Maintainability of complaint

12. That in the present complaint, the original allottee booked a commercial unit vide booking dated 27.06.2008. The original allottee thereafter transferred the said unit in favour of complainant and agreement to sell between original allottee and complainant was executed on 01.05.2010. On 13.12.2010 the respondent/builder issued an allotment letter and allotted a unit bearing no. DGCI-0702. The total sale consideration of the said unit was fixed at Rs. 1,00,03,299/-, out of which the complainant had paid a sum of Rs. 15,00,000/- to the respondent.

13. That upon consideration of the documents available on record and the submissions advanced by both the parties with respect to the alleged

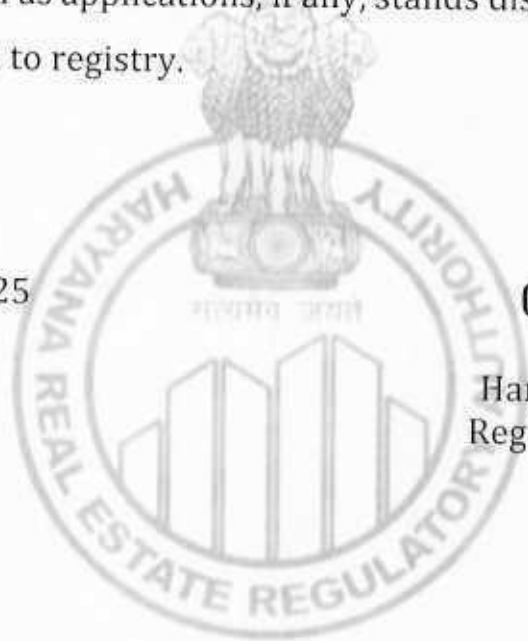
contravention of the provisions of the Act, the Authority has observed that subsequent to the issuance of the allotment letter dated 13.12.2010, the respondent raised various demands and reminders towards the outstanding dues payable by the complainant. However, the complainant failed to clear the said demands. Consequently, the respondent issued a notice of cancellation dated 08.02.2011. The respondent subsequently obtained the occupation certificate in respect of the project/unit in question on 19.06.2014.

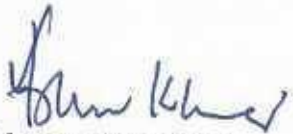
14. The complainant in the present matter seeking refund of the amount paid by him and the respondent objects that the matter is barred by limitation. The Authority is cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances.
15. It is also observed that the Hon'ble Supreme Court in its order dated 10.01.2022 in **MA NO.21 of 2022 of Suo Moto Writ Petition Civil No.3 of 2020** have held that the period from 15.03.2020 to 28.02.2022 shall stand excluded for purpose of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.
16. In the present matter the cause of action arose on 08.02.2011 when the allotted unit was cancelled by the respondent. The complainant has filed

the present complaint on 03.07.2025 which is 14 years 4 months and 25 days from the date of cause of action. The complaint has not been filed within a reasonable period of time nor have the complainant explained any grounds for the delay in filing the same. In view of the above, the Authority is of the view that the present complaint has not been filed within a reasonable time period and is barred by the limitation.

17. Consequently, the complaint is dismissed being barred by limitation.
18. Complaint as well as applications, if any, stands disposed off accordingly.
19. File be consigned to registry.

Dated: 21.11.2025




(Arun Kumar)

Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM