

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

Date of decision : 07.04.2026

NAME OF THE BUILDER		M/s. Supertech Limited
S. No.	Case No.	Case title
1.	4611-2023	Mr. Kunal Dagar V/S M/s Supertech Limited (R:1) And SARV Realtors Pvt. Ltd (R:2).
2.	4612-2023	Mr. Ankur Mangla V/S M/s Supertech Limited (R:1) And SARV Realtors Pvt. Ltd (R:2).

CORAM:	
Shri Arun Kumar	Chairman
APPEARANCE:	
Ms. Priya Mittal	Advocate for the complainant
Sh. Bhriгу Dhami	Advocate for the respondent no. 1
Sh. Dushyant Tewatia	Advocate for the respondent no. 2

ORDER

1. This order shall dispose of all the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. 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, "Supertech Hues" (group housing colony) being developed by the same respondent/promoter i.e., M/s Supertech Limited. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delay possession charges along with interest.
3. 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:

Project Name and Location		"Supertech Hues", Sector-68, Gurugram-122101			
		Occupation certificate: - Not obtained			
		Offer of possession: Not offered			
CR No.	Unit	Allocation letter	Possession clause	Due date	TSC AP
CR/46 11/202 3	2104,2 1 st floor, Block A (page 28 of compla int)	23.08.2016	NA	Cannot be ascertained	TSC: Rs.2,76,37,500/ AP: Not provided
CR/46 12/202 3	2103,2 1 st floor, Block A (page 28 of compla int)r area) (Page no. 27 of compla int)	23.08.2016 (Page 28 of complaint)	NA	Cannot be ascertained	TSC: Rs.2,76,37,500/- AP: Not provided
Relief sought by the complainant(s):-					
1. Possession and DPC					

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/4611/2023 Case titled as Kunal Dagar VS Supertech Limited & Sarv Realtors 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/4611/2023 Case titled as Kunal Dagar VS Supertech Limited & Sarv Realtors Private Limited.

Sr. No.	Particulars	Details
1.	Name of the project	"Supertech Hues and Azalia", Sector- 68, Gurugram, Haryana
2.	Nature of the project	Group housing project

3.	DTCP license no.	106 & 107 of 2013 dated 26.10.2013	89 of 2014 dated 08.08.2014	134-136 of 2014 dated 26.08.2014
	Validity of license	25.12.2017	Renewed on 31.03.2023 upto 07.08.2024	Renewed on 27.03.2023 upto 25.08.2024
	Area for which license was granted	13.74 acres	10.25 acres	4.85 acres
	Name of licensee	Sarv Realtors Pvt. Ltd & Ors.	DSC Estate Developer Pvt. Ltd.	DSC Estate Developer Pvt. Ltd.
4.	HRERA Registered or not registered	Registered Registration no. 182 of 2017 dated 04.09.2017 (Hues towers A, B, E, F, G, H, M, N, K, T, V, W, O, P, C & D)		
	Registration valid till	31.12.2021		
5.	Allocation Letter	23.08.2016 (Page 28 of complaint)		
6.	Unit no.	2104, 21 st floor, Block A (page 28 of complaint)		
7.	Unit area	1180 sq. ft. (2BHK) (page 28 of complaint)		
8.	Date of execution of sale deed	08.04.2016 (As pleaded by complainant at Page 15 of complaint)		
9.	Possession clause	<i>"4. That from this day onwards the VENDEE shall be absolute owner in possession of the land and will be entitled to use and utilize the land in any manner as it may desire to which the VENDORS will have no objection in any manner whatsoever as the VENDORS has delivered the physical possession of the above Said Land to the VENDEE upon execution of this deed."</i>		
10.	Due date of possession	Cannot be ascertained		

11.	Total sale consideration as per buyer developer agreement	Rs.2,76,37,500/- (Page 22 of complaint)
12.	Amount paid by the complainant	Not provided
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered

B. Facts of the complaint

8. The complainant has made the following submissions in the complaint: -
- i. That the respondent was desirous of purchasing the subject land in connection with the project and had accordingly approached the complainant and Mr. Ankur Mangla for the same. The complainant and Mr. Ankur Mangla after several rounds of discussion and negotiation with the respondent, agreed to sell the subject land for sale consideration in the form of apartments in the above-mentioned project Hues and Azalia being developed by the respondent. During the negotiations the respondent had also made specific representations and warranties that the developments of the project would be completed in a time bound manner.
 - ii. That accordingly, a sale deed dated 08.04.2016 was executed between the complainant along with Mr. Ankur Mangla were allotted apartments in the project via allocation letters issued by the respondent. The allocation letters also contained information as to amount which are left to be paid with respect to each apartment/unit.
 - iii. That the respondent issued allocation letter dated 23.08.2016 to the complainant with respect to the unit in question i.e., unit no. 2104 on the 21st floor in tower A admeasuring 1180 sq.ft. In the said allocation letter,

the respondent has duly admitted the fact that the all amounts towards the said apartment/unit including BSP, IFMS, EDC'/IDC etc stand fully paid by the complainant. Pertinently while the sale deed dated 08.04.2016, in the allocation letter it has inadvertently been mentioned as 12.05.2016.

- iv. That in terms of sale deed, the respondent had assured the complainant that the marketable title and possession of the apartment allocated in project Hues and Azalia shall be handed over within a period of 42 months from the date of execution of the sale deed i.e., by Oct 2019. It was further agreed and undertaken by the respondent that in case the respondent fails to hand over the possession the same within the stipulated time limit.
- v. That even after a delay of more than 3 years, the respondent has till date no handed over the possession of the unit in question to the complainant. Pertinently the complainant has already got issued a legal notice to the respondent calling upon it to hand over the physical possession of the apartment. Due to inordinate delay on the part of the respondent in handing over the possession of the unit in question along with the other apartment allocated to them, the complainant along with Mr. Ankur Mangla had got issued a legal notice dated 23.11.2022 to the respondent to calling upon it to adhere with the terms of the sale deed and handover the physical possession of the apartment including the unit in question at the earliest and was also called upon pay the agreed compensation for the delay. However, despite service of the legal notice, the respondent has neither responded to the same nor taken any action in furtherance thereof.

C. Relief sought by the complainant: -

9. The complainant has sought following relief(s)

- i. Direct the respondent to pay delayed possession charges.
 - ii. Direct the respondent to handover the physical possession.
10. No reply has been submitted by the respondent no.1 i.e., M/s Supertech Ltd. The counsel for respondent no. 1 during proceeding dated 27.01.2026, submitted that the respondent no.1 is under CIRP vide order dated 25.03.2022 passed by the Hon'ble New Delhi in case no. IB-204/ND/2021 titled as *Union Bank of India Versus M/s Supertech Limited* and moratorium has been imposed against the respondent no. 1 company under Section 14 of the IBC, 2016. Therefore, no proceedings may continue against the respondent no. 1.
11. The complainant filed an application for the impleadment of M/s Sarv Realtors Pvt. Ltd., which was allowed by the Authority on 28.05.2025. The Registry was directed to issue notice to M/s Sarv Realtors Pvt. Ltd. Accordingly, on 17.11.2025, a notice was issued to respondent no. 2, i.e., M/s Sarv Realtors Pvt. Ltd., directing it to file its reply. On 23.12.2025, Advocate Sh. Dushyant Tewatia appeared on behalf of respondent no. 2 and was directed to file the reply within the stipulated time. Despite specific directions, the respondents failed to file a written reply and did not comply with the orders of the Authority. This conduct indicates that the respondents are intentionally delaying the proceedings by failing to submit their written reply. Accordingly, the defence of the respondent no.2 was struck off for non-filing of the reply and the matter was proceeded based on the facts and documents submitted by the complaint, which remains undisputed.
12. 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

13. 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.

14. 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

15. 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.

16. 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 respondent to pay delay possession charges.

F.II Direct the respondent to handover physical possession of the allotted unit.

17. The counsel for the complainant submits that the complainant had booked a flat no. 2104, 21st floor, block A admeasuring 1180 sq. yards. in the project developed by the respondent, M/s Sarv Realtors Private Limited for a sale consideration of Rs. 2,76,37,500/-. In this regard, the respondent issued allocation letter on 23.08.2016. Now, the complainant is seeking directions to the respondent to pay delay possession charges till offer of possession of unit along with prevailing interest, to provide habitable possession of the said unit to the complainant, to complete the development work of the project and to execute the conveyance deed.

18. Upon perusal of the record, the Authority observes that only a sale deed dated 12.05.2016 and an allocation letter dated 23.08.2016, allegedly issued by the respondent in favour of the complainant have been placed on record. The complainant has submitted an incomplete copy of the sale deed. On 23.12.2025, the Authority directed the complainant to place on record a complete copy of the sale deed executed between the parties. Thereafter, on 27.01.2026, the complainant was again directed to provide the complete copy

of the sale deed. Despite specific directions, the complainant has failed to file the complete copy of the sale deed. The authenticity of the alleged sale deed and allocation letter and sale deed becomes doubtful. Determination of:

- Whether the sale deed and allocation letter 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.

19. 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 or the veracity of the document relied upon by the complainant. 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.
20. Furthermore, the Authority observes that it is an admitted position that no builder buyer agreement or agreement for sale has been executed between the complainant and the respondent. The complainant has relied solely upon sale deed dated 12.05.2016 and allocation letter dated 23.08.2016, which merely identifies the plot number, project name, and area. The said document does not contain essential contractual stipulations such as possession timeline, payment schedule, rights and obligations of the parties, or consequences of default. In the absence of a formal agreement for sale incorporating binding terms, the complainant cannot be said to fall within the ambit of an "allottee" under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the complainant lacks the legal standing (locus standi) to invoke the jurisdiction of this Authority. 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."


21. 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 sheet 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, As per Section 18 of the Act, 2016, if the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the 'agreement for sale' or, as the case may be, duly completed by the date specified therein, the allottee is either entitled to withdraw from the project and claim refund of the amount paid along with interest and compensation, or if the allottee does not intend to withdraw, he shall be paid interest, at the prescribed rate, for every month of delay till the handing over of possession. However, the said provision is triggered only when there is a failure on the part of the promoter to deliver possession in accordance with the terms stipulated in the Agreement for Sale. Admittedly, no such agreement exists. Therefore, there is no contractual benchmark against which delay or default can be assessed. In the absence of a stipulated possession date or enforceable contractual obligation, the provisions of Section 18 cannot be invoked.
22. Since no agreement, or confirmation of allotment has been submitted by the complainant ever issued in their favour, 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.

23. Furthermore, Section 29 of the India Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. This Authority observes that, for a legally enforceable contract to come into existence, there must be *consensus ad idem* on the essential terms, such as identification of the unit, consideration, payment schedule, and the rights and obligations of the parties. These essential terms are ordinarily crystallized through an agreement for sale. The allotment letter, bereft of essential terms, cannot be elevated to the status of an enforceable agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.
24. 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*, the Authority only adjudicate the matters which are undisputed in nature and *secondly*, 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.

In view of the above, the complaint is dismissed as being not maintainable. The complainant may approach the appropriate authority for redressal of their grievance.

25. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
26. Complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
27. File be consigned to registry.



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 07.04.2026

HARERA
GURUGRAM