

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

**Complaint No:** 5616 of 2023  
**Date of complaint:** 02.12.2023  
**Date of order:** 06.01.2026

Akash Aggarwal

**R/o:** Mohalla Katarmal, Dhali Bazar, Chandpur,  
Bijnor, Uttar Pradesh-246725.

**Complainant**

**Versus**

1. NCR Business Park Private Limited

**Registered office at:** Khasra No. 950/1078,  
Badshahpur Village, Sector-66, Golf Course  
Extension Road, Gurugram-122101

2. Krrish Realtech Private Limited

**Registered office at:** Elegant Tower, Plot No. 8,  
District Centre Jasola, New Delhi-110025

**Respondents**

**CORAM:**

Shri Arun Kumar

**Chairman**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Shri Abhijeet Gupta (Advocates)

Complainant

Ms. Shivani Dang (Advocate)

Respondent no. 1

Sh. Shivam Rajpal (Advocate)

Respondent no. 2

**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 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. No.	Particulars	Details
1.	Name of the project	"Krrish One"
2.	Project location	Golf Course Extension Road, Sector-66 Gurugram.
3.	Project area	10.2187 acres
4.	DTCP license no. and validity status	49 of 2008 dated 14.03.2008, valid up to 13.03.2020 and 184 of 2008 dated 25.10.2008, valid up to 24.10.2020
5.	Project type	Commercial Colony
6.	HRERA registered/ not registered	<b>Un-registered</b>
7.	Provisional booking dated	09.06.2014 (As per page no. 15 of the complaint)
8.	Date of apartment buyer agreement	Not executed
9.	Tentative unit no.	G-B050, Ground floor, Retail (As per page no. 15 of the complaint)
10.	Unit area admeasuring	600 sq. ft. [Super-area] (As per page no. 15 of the complaint)
11.	Possession clause	Not available
12.	Due date of possession	09.06.2017 [ <b>Note:</b> Due date to be calculated 3 years from the date of booking i.e., 09.06.2014 as per <i>Fortune Infrastructure and Ors. vs. Trevor</i>

		<i>D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018]</i>
13.	Total sale consideration	Rs.75,60,000/- (As alleged by the complainant on page no. 13 of the complaint)
14.	Amount paid by the complainant	Rs.7,34,380/- (As alleged by the complainant on page no. 13 of the complaint)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainant has made the following submissions:
- I. That the complainant, Akash Aggarwal, R/o Mohalla, Katarmal Dhali Bazar, Chandpur, Baijnor, Uttar Pradesh-246725. The complainant is taxpayer to the public exchequer and entitled to the constitutional right to property as envisaged in the Constitution of India.
  - II. That, in pursuant to the elaborate advertisements, assurances, representations and promises made by respondents, the complainant in year 2014, considered the purchasing a property bearing no. G-B050 ad-measuring 600 Sq. Ft., on Ground Floor in Krrish One, Golf Course Extension Road Sector 66, Gurugram, a commercial development by respondent no. 1 for a basic sale consideration of Rs.75,60,000/-.
  - III. That the complainant had already paid an amount of Rs.7,34,380/- towards the booking of the unit. Subsequently, the booking of the said unit was confirmed to the complainant vide acknowledgement letter dated 09.06.2014.
  - IV. That after giving the booking amount to the respondents in respect to the

abovementioned unit, the complainant contacted the respondents on several occasions for executing the builder buyer's agreement and was regularly in touch with the respondent. The respondents were never able to give satisfactory response to the complainant regarding the execution of the builder buyer's agreement.

- V. That despite the request of the complainant to execute the builder buyer's agreement after paying the booking amount, the respondent no. 2 sent the emails 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, the respondent no. 2 gave no hope to the choice of the complainant.
- VI. That under section 18 of the Act, 2016 it is the absolute right of the complainant to continue with the project. The complainant is always ready to pay the remaining amount against the consideration of the allotted unit.
- VII. That even after sending the emails regarding the refund of the amount paid by the complainant, which is pertinent to mention that is not the option which the complainant is opting for under Section 18 of the 2016 Act, the respondents never contacted the complainant for further proceedings. This again shows the conducts of the respondents, wherein they just took the hard-earned money of the complainant without any intention of providing any service.
- VIII. 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 consumers but also for mental harassment to the complainant by misguiding and misrepresentation of facts which amounts to fraudulent and unfair trade practices.
- IX. That it is abundantly clear that the respondents have played a fraud upon the

complainant and has cheated him fraudulently and dishonestly with a false promise to complete the construction of the project within the stipulated period.

- X. That the respondents are guilty of deficiency in service within the purview of provisions of the Act, 2016 and Rules, 2017. The complainant has suffered on account of deficiency in service by the respondents and as such the respondents are fully liable to cure the deficiency as per the provisions of the Act, 2016 and Rules, 2017.
- XI. That the complainant having shattered and scattered dreams of owning their own unit herein are constrained and left with no option but to approach this Hon'ble Authority. Further, the complainant herein reserves his right(s) to add/supplement/amend/change/alter any submission(s) made herein in the complaint and further, reserve the right to produce additional document(s) or submissions, as and when necessary or directed by this Hon'ble Authority.
- XII. That the complainant after losing all the hope from the respondents, after being mentally tortured and also losing considerable amount, is constrained to approach this Hon'ble Authority for redressal of his grievance.
- XIII. That the complainant further declare that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal.

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

4. The complainant has sought following relief:
- i. Direct the respondents to execute the builder buyer's agreement assigning all the rights and duties of the booked unit.

- ii. Direct the respondents to handover the actual possession of the unit along with the all the rights, title and interests without any delay or default in terms with regarding to the acknowledgement.
  - iii. Direct the respondents to register the sale deed/ conveyance deed for the aforementioned unit.
  - iv. Direct the respondents to pay penalty for delay in possession on the amount paid till realization as per the Act, 2016.
5. The authority issued a notice dated 02.12.2023 to the respondents by speed post and also on the given email address at [ag.associates@icloud.com](mailto:ag.associates@icloud.com), [secretarial@ilcinfra.com](mailto:secretarial@ilcinfra.com) and [info@thekrishgroup.com](mailto:info@thekrishgroup.com) for filing of reply and putting up appearance on the date fixed for hearing. The delivery reports have been placed in the file. Despite given ample opportunities vide hearings dated 13.03.2024, 15.05.2024, 28.08.2024 and 29.01.2025 the counsel for the respondent no. 2 put in appearance but did not file any reply to the complaint within the stipulated period. Therefore, vide proceedings of the day dated 09.04.2025 the authority has struck off the defence of the respondent no. 2.
6. 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.
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 parties.

**D. Reply by the respondent no. 1:**

8. The respondent no. 1 has contested the complaint on the following grounds:
- I. The information provided by the complainant in form 'CRA' as stated is incorrect and denied. The complainant has deliberately suppressed and

distorted the actual facts. It is incorrect and denied that the subject matter of the claim falls within the jurisdiction of the authority. The brief facts of the case as mentioned by the complainant are incorrect and denied. The reliefs claimed by the complainant are totally incorrect and the complainant is not entitled to any relief at all.

- II. That the complaint is barred by limitation.
- III. That the complaint is bad for mis-joinder of parties. Respondent no. 1 has been wrongly and illegally impleaded as party and no relief against respondent no. 1 can be claimed by the complainant.
- IV. That around the year 2014, previous management in control of respondent no. 1 had contemplated to develop some 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 with such applicants. 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.
- V. On making enquiries, respondent no. 1 has come to know that complainant had made a provisional booking with the previous management. The complainant had paid a sum of Rs.7,34,380/- to respondent no. 1 (NEFT no. 571690656 dated 02.04.2014 for Rs. 3,65,000/- and NEFT no. 574188126 dated 07.04.2014 for Rs.3,69,380/- both drawn on ICICI Bank).
- VI. That the complainant has no locus standi to file the present complaint as there is no privity of contract between the complainant and respondent

no. 1. Therefore, it is apparent that the present complaint has been filed by the complainant with totally dishonest and malafide motives in order to unnecessarily harass, blackmail and pressurize respondent no. 1.

VII. That the said token amount of Rs.7,34,380/- was acknowledged vide acknowledgment dated 09.06.2014. 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. 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 complainant. No concluded contract with the complainant ever came into existence. The complainant is well aware that other similar persons like the complainant had already taken back the amounts paid by them from respondent no. 1 along with reasonable rate of interest. However, the complainant seems to have opted to wait and now with totally malafide motives the complainant has filed the present false and baseless complaint.

VIII. That the complainant has deliberately concealed the true and material facts in the complaint. 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 complainant i.e. Rs.7,34,380/- along with interest @ 8% per annum from 09.06.2014.

IX. 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.

### **E. Jurisdiction of the Authority**

9. 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**

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 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 completed territorial jurisdiction to deal with the present complaint.

#### **E.II Subject matter jurisdiction**

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. Maintainability of the complaint.**

11. The complainant made an application for booking a unit in the project of the respondent namely, "Krrish One", situated at Golf Course Extension Road, Sector-66, Gurugram on 09.06.2014. The complainant in furtherance of the said application for booking paid an amount of Rs.7,34,380/- to the respondent.
12. The respondent no. 1 in its reply dated 13.03.2024 mentioned that vide acknowledgement letter dated 09.06.2014, the respondent acknowledged the paid-up amount of Rs.7,34,380/- and a retail unit bearing no. G-B050 situated on ground floor admeasuring 600 sq. ft. was allotted to the complainant.
13. On perusal of the documents placed on record and facts stated above, the Authority observed that the transaction between the parties never progressed beyond the stage of an application form and did not culminate into allotment of any plot, apartment or building.
14. The respondent in its reply dated 13.03.2024 stated that many other allottees in the same project have taken back the paid-up amount along with reasonable rate of interest and in order to settle the dispute, the respondent was ready to refund the amount of Rs.7,34,380/- paid by the complainant along with interest @8% per annum from 09.06.2014, but the complainant never came forward to take the same.
15. In the present complaint, the complainant has made a payment of Rs.7,34,380/- in furtherance of the booking application. Keeping in view all the above-stated facts, the Authority presumes that the respondent has never entered into any agreement with the complainant nor issued any allotment

letter to the complainant. And as per the provisions of the Act of 2016, only an allottee can approach the Authority for his grievances. Section 2(d) of the Act of 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. In the present complaint, neither any allotment has ever been made nor any agreement for sale has been executed. Mere an application for booking and the payment of booking amount, in the absence of any proper allotment letter and builder buyer's agreement, does not confer the status of an allottee upon the complainant. Thus, the complainant does not even fall under the definition of allottee as per section 2(d) of The Real Estate (Regulation and Development) Act, 2016 and thus, cannot file the complaint under section 31 of the RERA Act, 2016.
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 refund of money paid pursuant to an application form, is a matter falling outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
19. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint is not maintainable as 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. Thus, the present complaint is dismissed accordingly.

20. Complaint as well as applications, if any, stand disposed off accordingly.
21. File be consigned to the registry.

  
(Phool Singh Saini)  
Member

  
(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority,  
Gurugram

**Dated: 06.01.2026**