

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

**Complaint no. :** 76 of 2025  
**First date of hearing:** 17.04.2025  
**Date of decision :** 05.02.2026

**Mrs. Ashima Bhandari**

R/o: A-249/2, Derawal Nagar,

Dr. Mukherjee Nagar, North-West Delhi 110009

**Complainant**

Versus

**M/s GLS Infratech Private Limited**

Office: 707, 7th Floor, JMD Pacific Square, Sector - 15,  
Part - II, Gurugram, Haryana 122001

**Respondent**

**CORAM:**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Ms. Sreelekshmi Stylesh, (Advocate)  
Shri Harshit Batra, (Advocate)

**Complainant  
Respondent**

**ORDER**

1. The present complaint dated 07.01.2025 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 there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**



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

S. No.	Particulars	Details
1.	Name of the project	GLS Arawali City
2.	DTCP No.	72 of 2023
3.	Nature of Project	Deen Dayal Jan Awas Yojna, 2016
4.	RERA Registration	Registration Certificate No. GGM/719/451/2023/63 dated 23.05.2023
5.	Plot no.	62
6.	Plot area admeasuring	179.077
7.	Date of allotment	10.02.2024
8.	Date of Agreement to Sale	19.02.2024
9.	Total sale consideration	Rs.1,30,72,621/-
10.	Amount paid by the complainant	Rs.52,29,048/-
11.	Occupation certificate /Completion certificate	Not on record

**B. Facts of the complaint.**

3. The complainant has made the following submissions in the complaint:
- That the respondent had widely advertised and disclosed, including before the HRERA, that the project and the project land were free of all encumbrances, and that the respondent had the absolute, clear and marketable title with respect to the project land. The respondent had also submitted before the HRERA, a declaration, supported by an affidavit, dated 11.04.2023, whereunder the respondent unequivocally declared on oath that the project land was free from all encumbrances and that the



respondent had a clear title to the project land. Based on these representations made by the respondent, the HRERA granted the registration of the project, on 23.05.2023.

- ii. The complainant herein, based on the above representations and assurances made by the respondent, applied for the allotment of plot in the project, vide an application form dated 22.01.2024 and numbered AEFAPP/01229/24, and further paid a booking/application fee of Rs. 13,09,006 /-, which has been duly acknowledged by the respondent in the customer ledger pertaining to the complainant. At the time of applying for the allotment, the respondent had unambiguously represented to the complainant that the total consideration payable for the allotment would be Rs.1,30,72,621/-, and that no hidden/additional amounts would be charged.
- iii. The respondent then issued an allotment letter dated 10.02.2024 to the complainant, whereunder, the complainant was allotted the residential plot no. 62, admeasuring 179.077 sq. yards in the Project, for a total consideration of Rs.1,30,72,621/-.
- iv. However, upon the allotment, shockingly enough, the respondent arm twisted the complainant into paying an additional amount of Rs.5,50,000/-, in cash, as preferential location charges, by threatening the complainant that the allotment would be cancelled, and the booking/application fee would be forfeited, in case the payment was not made. The demand for the additional payment



was in complete contravention of the representations made by the respondent, at the time of application for allotment. In spite of the repeated requests from the complainant, the respondent insisted and coerced the complainant into paying the said amount, only in cash, in complete violation of the provisions of the Act, clearly evidencing the malicious and fraudulent intent of the respondent. The complainant, who was faced with the peril of losing the booking/application fee, paid the said amount in cash on 10.02.2024 and the respondent, acting in a complete surreptitious and clandestine manner, refused to issue any receipt to acknowledge the payment made by the complainant.

- v. Subsequently, an agreement for Sale dated 19.02.2024 was executed between the complainant and the respondent which was registered before the Sub Registrar, Sohna. As per clause 1.3 of the agreement for Sale, the total consideration of Rs.1,30,72,621/- was agreed to escalation-free, except for the conditions stipulated thereunder. Further, under clause 8 of the agreement for sale, the respondent unequivocally represented and warranted that the project and the project land were free of all encumbrances, and that the respondent had the absolute, clear and marketable title with respect to the project land. Also, under clause 27 of the agreement for sale, the respondent was made liable to execute, acknowledge and deliver to the complainant such instruments, and take such other actions, in additions to the instruments and actions



specifically provided for under the agreement for sale, as may be reasonably required in order to effectuate the provisions of the agreement for sale or of any transaction contemplated thereunder or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

vi. Placing complete reliance upon the representations and warranties made by the respondent, and in adherence with the schedule for payment of consideration as agreed upon under the agreement for sale, the complainant paid to the respondent, an amount of Rs.52,29,048/-, (including the booking/application fee paid, but excluding the amount of Rs.5,50,000/- paid in cash), i.e., 40% of the consideration amount contained in the agreement for sale, through bank transactions, which have been duly accounted for and acknowledged by the respondent. The remaining amount of Rs.78,43,573/-, i.e., 60% of the consideration amount contained in the agreement for sale, was agreed to be paid, as and when the possession of the Plot would be offered to the Complainant. As per the customer ledger dated 05.08.2024, as provided by the respondent, there was no amount pending or outstanding from the complainant in respect of the plot and extra charges were reflecting.

vii. Pertinently, the complainant had communicated to the respondent that she would require financial assistance for paying the outstanding amount of Rs.78,43,573/- towards the purchase of the



Plot and was assured by the respondent that it would undertake all such actions, as required from its part, towards ensuring the sanction of any loan/financial assistance from any bank, which inter alia included executing any tripartite agreement between the complainants.

- viii. Pursuant to the execution of the agreement for sale and relying on the assurances provided by the respondent, the complainant applied for a loan for the purpose of paying the remaining amount for the purchase of the plot, which was approved by HDFC Bank, vide an approval letter dated 21.03.2024, for an amount of Rs.55,00,000/-.
- ix. Consequently, the complainant reached out to the respondent, requesting the execution of the TPA, for the purpose of disbursement of the sanctioned loan amount. However, despite several requests, the respondent evaded its obligation to execute the TPA, citing frivolous reasons. In complete disregard of the respondent's obligations under clause 27 of the agreement for sale and the complainant's rights under the Act, the respondent refused to issue a certificate to the complainant, confirming that the project land was free of encumbrances, as advertised.
- x. Thereafter, to the complainant's utter shock and dismay, the complainant learnt that the respondent has mortgaged the project land and hypothecated the receivables of the project to secure certain loan facilities availed by itself and/or its related party GLS



Infracon Private Limited (CIN U70102HR2013PTC051299). As per the information available on the public databases, including the CERSAI and the MCA websites, multiple encumbrances have been created on the project land, before and/or after the execution of the agreement for sale, and these have not been satisfied till date.

- xi. Pertinently, the respondent has not disclosed before the HRERA, neither in the form A-H submitted by it nor in the quarterly progress reports uploaded by it on the HRERA website, about the mortgages/encumbrances that have been created on the project and the project land.
- xii. Upon learning about the encumbrances on the project and the project land, the complainant herein reached out to the Respondent through her advocate, vide a notice dated 26.08.2024, thereby calling upon the respondent to disclose in writing, within 7 days from the receipt of the notice, the details of all encumbrances on the project land, and further remove/extinguish all existing encumbrances on the plot, and undertake all requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot, free from all encumbrances, including, but not limited to, executing the TPA.
- xiii. Despite the receipt of the said notice, the respondent has deliberately and maliciously refrained from furnishing any information about the encumbrances on the project and project land. Conversely, the respondent, vide an email dated 30.08.2024,



raised an unjust, illegal and contractually untenable counter demand to the complainant to first pay the differential amounts out of her pocket, only after which it shall execute a TPA for the complainant herein to avail the approved loan amount.

xiv. Hence, the respondent herein fraudulently induced the complainant into purchasing the plot, and deceptively caused the complainant to pay an amount of Rs.57,79,048/- therefor (Rs. 52,29,048 through bank transactions & Rs.5,50,000/- by cash), by grossly misrepresenting that the project land and the plot was free of all encumbrances and that the respondent had the absolute, clear and marketable title with respect to the project Land. The complainant, who is a bona fide allottee under the Act, was misled and defrauded into paying the aforementioned amount by the respondent, in lieu of the Plot it had already mortgaged and hence has no absolute or clear title to. Further, the respondent wrongly concealed the existence of the encumbrance on the project land from the HRERA and has maliciously refrained from uploading a non-encumbrance certificate with respect to the project land, on the website of the HRERA. The respondent has acted with the sole mala fide intent to cheat the complainant and rob her of her hard-earned money and has caused grave prejudice to the rights of the complainant. as an allottee. Thus, the respondent has acted in complete violation of its obligations under the Act, as the promoter of the project, and has indulged in fraudulent and unfair practices.



- xv. aggrieved by the blatant contraventions and misrepresentations on the part of the respondent, the complainant filed complaint no. RERA-GRG-4535-2024 dated 18.09.2024, before the Authority.
- xvi. The complainant herein has not been served with any reply from the part of the respondent to complaint no. RERA-GRG-4535-2024. Meanwhile however, the respondent herein sent an email communication dated 30.09.2024 to the complainant, claiming to have applied to the Directorate of Town & Country Planning, Haryana for the grant of Completion Certificate (hereinafter referred to as the "CC") for the project. The said email was followed by another email dated 06.12.2024, wherein the respondent reiterated the submission of application for issuance of the cc and further asked the complainant herein to "initiate loan process immediately to avoid potential delays.
- xvii. In response to the same, the complainant herein sent an email communication dated 08.12.2024, seeking the status of the CC application, along with details of encumbrances on the project land/plot, to which no relevant response was received from the respondent. However, on 11.12.2024, the respondent herein sent an email communication stating that the plot was ready for possession, in light of the receipt of the cc and claimed that the "offer of possession" letter, along with certain invoices had been sent to the address of the complainant. The complainant herein responded vide an email communication dated 13.12.2024,



informing the respondent that no copy of the CC has been furnished by the respondent to constitute any valid offer of possession of the plot. Further, the complainant reiterated the respondent's refusal to disclose the encumbrances on the project land/plot and to provide the necessary documents required by the complainant to avail loan/financial assistance for the purchase of the plot in the project. Pursuantly, the respondent herein sent an email response on 16.12.2024, thereby confirming and admitting to existence of the encumbrance on the Project Land/Plot, in favour ABFL. Further, a frivolous statement was also made regarding the respondent having offered to execute the necessary loan documents, which pertinently was made conditional on the complainant paying the differential amounts out of her pocket.

xviii. Additionally, the respondent provided a copy of the offer of possession letter dated 11.12.2024, whereunder, the respondent has made a demand for the payment of 60% of the consideration amount, i.e., Rs.78,43,573/-, along with certain unjustified and unsubstantiated additional amounts, before 09.01.2025, failing which the respondent has threatened to charge interest.

xix. The illegal additional amounts demanded under the offer of possession letter dated 11.12.2024 includes interest-bearing maintenance security ("IBMS") of Rs.89,539/-; advance maintenance charges for 2 years, of Rs.1,52,144/- payable to third party contractor; and unjustified late payment fee of Rs.44,273/-.



- xx. Regarding the baseless demand for late payment fee, it is submitted that, according to the customer ledger dated 05.08.2024, the only outstanding amount qua the Plot was 60% of the consideration amount under the agreement for sale, i.e., Rs.78,43,573/-. There are no late payment charges reflecting therein. Thereafter, under the offer of possession letter, the respondent arbitrarily added the alleged late payment fees, without providing any reason or justification thereof. Hence, such additional demand is illegal and invalid.
- xxi. In light of the above, it is submitted that, as per the decision of the Authority in the complaint no. 49 of 2023 titled as Sushama Tiwary & Anurag Tiwary vs. M/s Ashiana Dwellings Pvt Ltd. an offer of possession accompanied by unreasonable additional demands is not a valid offer of possession. In the present case, although the respondent has offered the complainant to take the possession of the plot, it has made illegal and unjustified demands, thereby making the offer of possession invalid. In view of the invalidity of the offer of possession, it is submitted that the complainant is not liable to pay any amount to the respondent, as the agreement for sale clearly stipulates that 60% of the consideration amount agreed thereunder becomes payable only upon offer of possession by the respondent, which mandatorily has to be valid in the eyes of the law.



- xxii. Hence, in response to the invalid offer of possession and illegal demands made by the respondent, the complainant sent a detailed email dated 22.12.2024, whereunder the complainant inter alia, raised the following issues in respect of the alleged offer of possession made by the respondent.
- xxiii. The respondent herein sent a frivolous reply dated 02.01.2025, claiming that the plot would be transferred free of encumbrances, once the amounts demanded by the respondent are paid by the complainant, and further accused the complainant of attempting to delay the payment of alleged dues.
- xxiv. Meanwhile, due to the refusal of the respondent to furnish a copy of the CC in respect of the Project, unless the complainant personally visited its registered office, the complainant obtained a copy of the CC from the website of the Directorate of Town & Country Planning, Haryana.
- xxv. Despite the invalidity of the offer of possession, the respondent has demanded the complainant to make payment of the entire amount demanded, including the illegal additional amounts, within 09.01.2025, failing which the respondent has threatened to charge interest. Without prejudice to the fact that the offer of possession by the respondent is invalid and hence no the complainant has no liability to pay any amounts, it is submitted that, the complainant has been disabled from availing the sanctioned loan facility for the purchase of the plot, and hence been constrained to approach the



hon'ble authority, by way of complaint no. RERA-GRG-4535-2024, due to the illegal and unscrupulous acts of the respondent. Despite the same, the respondent is trying to evade accountability and take undue advantage of its own wrong, by making an invalid offer of possession, without fulfilling the obligations under the act and the agreement for sale. The complainant, being a bona fide allottee and having paid more than 40% of the consideration amount for the purchase the plot, as per the terms of the agreement for sale, has been gravely prejudiced, due to dishonest and illegal acts of the respondent.

xxvi. Further, despite multiple requests, the respondent refused to cooperate with the complainant in availing the sanctioned loan facility, due to which the previous complaint no. RERA-GRG-4535-2024 was filed by the complainant, inter alia, seeking directions to respondent to undertake all requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot, free from all encumbrances, including, but not limited to, executing the TPA, without seeking any additional or upfront payment from the complainant. While the said complaint is pending adjudication before the Hon'ble Authority, the respondent, in an attempt to completely defeat the rights of the complainant, made the invalid offer of possession, demanding payment of arbitrary amounts, despite the continued refusal of the respondent to cooperate with the complainant in providing the



necessary loan documents. It is submitted that even if the offer of possession by the respondent is assumed to be valid (without admitting so), the respondent cannot be allowed to evade its obligation to undertake the requisite actions for the complainant to avail the approved loan amount for the purchase of the plot, and the complainant cannot be punished for delays and/or lapses arising out of the failure and/or omissions on the part of the respondent.

xxvii. Despite the due adherence of the complainant to the provisions of the act and the agreement for sale, and the willingness of the complainant to perform the outstanding obligations, the complainant is currently facing the grave, imminent and irreparable damage of having to lose all means of ensuring the execution of necessary loan documents by the respondent, and is being compelled to pay arbitrary amounts demanded by the respondent, or incur delay interest or even cancellation of the allotment of the plot by the respondent, for no fault of the complainant. It is submitted that the complainant would be left in the lurch, and the respondent would be left unreprimanded for its unscrupulous actions, in case the Authority does not intervene immediately. Hence, tested on the principles of existence of a prima facie case, balance of convenience, and irreparable loss, the complainant is entitled to the urgent reliefs as prayed hereinbelow on an ad interim and ex-parte basis.



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

4. The complainant has sought following relief(s).

- I. Grant an urgent hearing of complaint no. RERA-GRG-4535- 2024, filed by the complainant seeking necessary directions against the respondent.
- II. Pass an ad interim, ex parte order staying the operation of the offer of possession dated 11.12.2024, till the present complaint as well as the complaint no.RERA-GRG-4535-2024 are adjudicated upon by the Authority.
- III. Pass an ad interim, ex parte order strictly restraining the respondent from imposing any delay payment charges on the complainant and/or cancelling the allotment of the plot and/or creating any further third-party interests on the plot, pending the adjudication of the present complaint as well as the complaint No. RERA-GRG-4535-2024
- IV. Pass an order declaring that the additional demands raised by the respondent, under the offer of possession dated 11.12.2024, viz., 2-year advance maintenance charges, IBMS and late payment fee, are illegal, arbitrary and unjustified.
- V. Pass an order for quashing and setting aside the offer of possession dated 11.12.2024, in view of the illegal additional demands raised therein by the respondent.
- VI. Pass an order directing the respondent not to raise any illegal or contractually untenable additional demands in respect of the plot.
- VII. Pass an order directing the respondent to undertake all requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot, free from all encumbrances,



including, but not limited to, executing the TPA, without seeking any additional or upfront payment from the complainant.

VIII. Pass an order declaring that the complainant shall not be held liable for delays and/or lapses arising due to the failure of the respondent to undertake the requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot, free from all encumbrances.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent has contested the complaint on the following grounds.
- i. That the present complaint has been filed in complete ignorance of the due procedure of law and hence, the same cannot be entertained, in any manner whatsoever. That however, without prejudice to the rights and submissions of the respondent, the following reply to the complaint is being submitted.
  - ii. That the complainant being interested in purchasing a plot in project being developed by the respondent, known under the name and style of "GLS ARAWALI CITY" situated at, village Khaika, Sector 4 Sohna, Gurugram, Haryana (the "Project") approached the respondent after conducting her own due diligence, seeking allotment of a plot by submitting an application form numbered AEFAAPP/01229/24.
  - iii. That upon the acceptance of the application made by the complainant for allotment, the complainant was allotted residential plot bearing no. 62 tentatively admeasuring carpet area



of 179.077sq. yards was allotted to the complainant vide allotment letter dated 10.02.2024.

- iv. Thereafter, the parties mutually entered into an agreement for sale on 19.02.2024. The agreement was consciously and voluntarily executed and the terms and conditions of the same are binding on the parties. That the complainant opted for a time linked payment plan for remittance of the sales consideration of the unit i.e., 1,30,72,621/- plus taxes and other charges.
- v. That the project was developed and after the completion of the project, the respondent applied for grant of completion certificate and the same was duly received by respondent on 10.12.2024 from Directorate of Town and Country Planning, Haryana. It is pertinent to mention herein that there is no right of the complainant to approach this Ld. Authority after the receipt of the CC.
- vi. That respondent post receipt of completion certificate dated 10.12.2024 duly sent the offer of possession dated 11.12.2024 to the complainant, along with the statement of account thereby requesting the complainant to remit the outstanding dues pending towards the sales consideration of the Plot. That the complainant failed to come forward and remit the balance payment and proceed with other formalities required to take over possession of the plot. The complainant has, till date, made a payment of Rs.13,07,262/- plus Rs.39,21,786/- i.e., total of Rs.52,29,048/- as is evident from the statement of account annexed with the offer of possession.
- vii. The respondent has issued permission to mortgage to HDFC bank Ltd. vide letter dated 03.03.2025 and has executed the tripartite agreement dated 03.03.2025 between the complainant and HDFC bank limited and the respondent herein.



- viii. Complainant is a habitual defaulter, repeatedly breaching the terms of the agreement and failing to make timely payments despite numerous reminders, notices, and publication. That due to the complainant's continuous defaults, the respondent has been compelled to issue several reminders regarding the outstanding amounts. That the defaults of the complainant are detailed hereinbelow in the grounds for dismissal of the complaint.
- ix. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the agreement which continues to be binding upon the parties thereto with full force and effect.
- x. That at the very outset, it is submitted that the present complaint no. 76 of 2025 cannot be considered in any circumstance whatsoever. That it is pertinent to note that the complainant has filed a separate complaint under complaint no. 4535 of 2024. That the complaint no. 4535 of 2024 is now listed on 26.09.2025 for further proceedings.
- xi. That despite having filed a separate case, by way of the present complaint no. 76 of 2025, the complainant is seeking relief of granting an urgent hearing in complaint no. 4535 of 2024 and pass an interim order by way of stay on operation of offer of possession and refrain the respondent from cancelling allotment under complaint no. 4535 of 2024 i.e., the relief which has already been claimed in complaint no. 4535 of 2024 has been prayed for again by filing a separate complaint on the same alleged cause of action between the same parties.



- xii. That the complainant cannot be allowed to seek relief pertaining to another complaint by filing new complaint as the same is an absolute blatant abuse of process of law which cannot be allowed under any circumstances. Moreover, the complainant cannot be allowed to file two complaints pertaining to the same unit and against the same respondent herein. That in the present circumstance, by making multiple filings, the complainant is also guilty of multiplicity of proceedings and such multiplicity of proceedings might result in inconsistent adjudications which is never the intent of the law. That the present complaint no. 76 of 2025 is liable to be dismissed at the outset as the same has been filed by the complainant with the sole intention of causing undue mental agony to the respondent and to gain wrongfully from the respondent.
- xiii. That the complainant has admitted to the filing of the complaint bearing no.4535 of 2024 and the same being pending before the authority. The malafide conduct of the complainant herein that at page no. 42 of the complaint under the head of complaint not pending before any other court, the complainant has made false statement on affidavit that no other complaint is pending before any court regarding the subject of the present complaint.
- xiv. That the relief sought by the complainant has become infructuous as the respondent herein has already executed tripartite agreement with the complainant herein and the bank and even the unit of the complainant has not been cancelled.
- xv. That further, permission to mortgage has also been granted to the complainant and without prejudice it is stated that no cause of



action survives thus, the present complaint is liable to be dismissed at the outset.

- xvi. That the respondent has duly received the completion certificate after due verification from concerned authority on 10.12.2024 i.e., much before the due date of possession. That the bonafide intention of the respondent can be made out from the fact that there has been no delay in completion of the Project on part of the respondent herein and the respondent has only acted within the scope of the terms and conditions of the agreement signed between the parties.
- xvii. That timely payment of instalments was the obligation of the complainant and the complainant cannot shift the burden of continuous defaults in payment on the respondents herein. That it was the obligation of the complainant to ensure that timely payment of instalments is made irrespective of the loan facility taken by the complainant and in case of default the respondent company had the right to cancel the allotment.
- xviii. That the complainant, acting in a defaulting manner, has failed to make the required payment despite several reminders and follow-ups such as reminders dated 22.01.2025, 21.02.2025 and 24.03.2025. Despite the respondent having obtained the completion certificate dated 10.12.2024 and the offer of possession dated 11.12.2024, the complainant failed to pay the outstanding installment. Instead, the complainant seeks to avoid making the due payment, opting to default and subsequently levying false allegations against the respondent. Therefore, the respondent asserts that the complainant's claims are without merit and made in bad faith.



- xix. Complainant has till date made a payment of Rs.13,07,262/- plus Rs.39,21,786/- i.e., total of Rs.52,29,048/- as is evident from the statement of account annexed with the offer of possession.
- xx. That it was the liability of the complainant to get the loan sanctioned and amount disbursed and the complainant cannot impose the liability of the same on the respondent herein. That timely payment of demands was the essence of the agreement and the complainant was well aware of the same. It is submitted that the complainant cannot shift the burden of the same on the respondent.
- xxi. That the complainant's allegation that the land is not free from encumbrances is unfounded and this issue is irrelevant to the complainant's claims, as the respondent has duly completed the project and obtained completion certificate dated 10.04.2024 and made offer of possession on 11.04.2024. The complainant's objections appear to be mere tactics aimed at avoiding the payment of the outstanding amount, which has been delayed due to the complainant's consistent failure to meet financial obligations. That the complainant is a habitual defaulter with no apparent intention to settle the outstanding dues. Such actions reflect a deliberate attempt to evade payment and are not based on legitimate concerns regarding the property. Therefore, the complainant's allegations should be disregarded as they are motivated by the complainant's own failure to fulfill their financial responsibilities.
- xxii. That the complainant's refusal to make the payment and the false allegations made against the respondent clearly indicate that the complainant is the defaulting party. That the complainant, by



making false contentions against the respondent, is attempting to evade payment by making baseless excuses, despite having received offer of possession dated 11.12.2024. The complainant's actions appear to be motivated by an intent to gain unfair advantage by causing delays and subsequently seeking compensation. The respondent asserts that the complainant is resorting to frivolous excuses and falsely accusing the respondent to avoid fulfilling their obligations under the agreement.

xxiii. That by failing to make the due payments, the complainant has not only breached the Agreement but has also violated the provisions of the Real Estate (Regulation and Development) Act, 2016, under which the complainant was obligated to remit timely payment. That despite multiple reminders and various opportunities, the complainant has failed to comply with the terms and conditions of the agreement entered into between the parties out of their own free will. That as a result, the complainant has committed a fundamental breach of both the agreement and the statutory provisions of the Act.

xxiv. That without prejudice it is stated that in accordance with the clause 9.3 of the agreement the respondent has right to terminate the allotment of the complainant in event of default by the complainant. That the respondent is a customer-oriented company can be seen from the fact that the respondent has provided ample opportunities to the complainant to come forward and make payment of outstanding dues. That the malafide intention of the complainant is evident from the fact that even though she had absolute knowledge of the fact that she was liable and responsible for making timely payments against the allotted plot, instead of



remitting the balance payment as per her liability to do the same, she decided to approach the Authority to claim the relief which she is not entitled to. That the complainant has approached the Authority with the sole intention to gain wrongfully from the respondent.

- xxv. That the complaint filed by the complainant ought to be dismissed as the claims and allegations made are baseless and false. The complainant's actions are driven by a clear intent to deliberately conceal material facts from the Authority, which undermines the integrity of the proceedings. Such conduct warrants the rejection of the same in the interest of justice.
- xxvi. That the complainant's false accusations against the respondent appear to be a deliberate attempt to mislead and create a narrative designed to derive undue advantage. That the respondent contends that the complainant's actions are not only misleading but also aimed at unjustly benefiting from the situation without regard for the truth or fairness of the proceedings. The respondent asserts that the complainant's failure to adhere to financial commitments and subsequent false claims should not be tolerated, as such conduct undermines the integrity of the legal process. In light of these facts, the respondent urges that the allegations be dismissed, as they are baseless, malicious, and aimed at exploiting the system for personal gain.

**E. Jurisdiction of the authority**

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

**E.1 Territorial jurisdiction**



8. 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**

9. 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.*

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 complainants at a later stage.

### **F. Findings on the Maintainability of the complaint.**



**F.I. Objection regarding complaint barred by the principle of res-judicata.**

11. It is an admitted position on record that the complainant was allotted 62, admeasuring 179.07 sq. yds. in the project "GLS Arawali City", Gurugram, developed by the respondent. The allotment was made vide allotment letter dated 10.02.2024 and the buyer agreement was executed between the parties on 19.02.2024. The total sale consideration of the said unit was Rs.1,30,72,621/- out of which the complainant has already paid a sum of Rs.52,29,048/- to the respondent.
12. After considering the documents available on record as well as submissions made by the complainant, the Authority observes that the complainant has previously filed a complaint bearing no. **4535 of 2024** titled as **"Mrs. Ashima Bhandari Vs. GLS Infratech Private Limited."** before the Authority seeking direction to respondent to furnish in writing, all information relating to the encumbrances on the project and project land, Restraining the respondent from creating any third-party interest on the project, and direction to respondent to remove all existing encumbrances on the plot, and undertake all requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot and the said complainant was heard and disposed vide order dated 12.12.2025 on the ground that conveyance deed has been executed between the parties on 11.07.2025 and all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim. The relevant para of order dated 12.12.2025 is reproduced herein:

*14. It is pertinent to mention here that complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has neither raised any*



*grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of preferential location charges or any other charges. Also, it is a matter of record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means.*

*15. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of possession and compensation under section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.*

13. The said fact has also been admitted by the complainant in her pleadings and is not in dispute. It is further observed that during proceedings dated 05.02.2026, while hearing arguments the counsel for the respondent has stated at bar that conveyance deed has already been executed in favour of complainant on 11.07.2025 and No Due Certificate was also placed on record.
14. Further, the following reliefs sought by the complainant in the present complaint i.e., urgent hearing of complaint no. RERA-GRG-4535- 2024, pass an ad interim, ex parte order staying the operation of the offer of possession dated 11.12.2024, till the present complaint as well as the complaint no.RERA-GRG-4535-2024, ex-parte order strictly restraining the respondent from imposing *any delay payment charges on the complainant and/or cancelling the allotment of the plot and/or creating any further third-party interests on the plot, pending the adjudication of the present complaint as well as the complaint No. RERA-GRG-4535-2024, declaring that the additional demands raised by the respondent, under the offer of possession dated 11.12.2024, viz., 2-year advance maintenance charges, IBMS and late payment fee, are illegal, arbitrary*



*and unjustified, quashing and setting aside the offer of possession dated 11.12.2024, in view of the illegal additional demands raised therein by the respondent, not to raise any illegal or contractually untenable additional demands in respect of the plot, undertake all requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot, free from all encumbrances, including, but not limited to, executing the TPA, without seeking any additional or upfront payment from the complainant and declaring that the complainant shall not be held liable for delays and/or lapses arising due to the failure of the respondent to undertake the requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot, free from all encumbrances, herein becomes redundant.*

15. Further, the reliefs sought by the complainant has already been heard and decided by the Authority vide order dated 12.12.2025 in the former complaint bearing no. CR/4535/2024. Thus, the subsequent complaint for urgent hearing and on same cause of action is not maintainable before the Authority and is barred by the principle of res-judicata as the matter in issue between the same parties has already been heard and decided by the Authority. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. Therefore, subsequent complaint on same cause of action is barred by the principle of res-judicata as provided under Section 11 of the Code of Civil Procedure, 1908 (CPC). Section 11 CPC is reproduced as under for ready reference:

*"11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating*



*under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.*

**Explanation I.**—*The expression “former suit” shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.*

**Explanation II.**—*For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.*

**Explanation III.**—*The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.*

**Explanation IV.**—*Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.*

**Explanation V.**—*Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.*

**Explanation VI.**—*Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating .*

**1[Explanation VII.**—*The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.*

**Explanation VIII.** —*An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as res judicata in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised.]”*


16. The Authority is of view that though the provisions of the Code of Civil Procedure, 1908 (CPC) is, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided



therein are the important guiding factors and the authority being bound by the principles of natural justice, equity and good conscience has to consider and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the act if such provision is based upon justice, equity and good conscience. Thus, in view of the factual as well as legal provisions, the present complaint stands dismissed being not maintainable. File be consigned to the registry.

17. In view of the above stated facts, the present complaint is barred by principle of res-judicata and hence, is hereby dismissed being non-maintainable.
18. Complaint stands disposed of.
19. File be consigned to registry.

**Dated: 05.02.2026**



**(Phool Singh Saini)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram

**HARERA**  
**GURUGRAM**