

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

Complaint no.: 4658 of 2024
Date of filing of complaint: 27.09.2024
Date of Order: 07.04.2026

Sarjeet through his Legal Heirs

Complainant

R/O : House no. W-33, 4th floor, Uppal
Southend, Sector-49, Gurugram,
Haryana-122018

Versus

M/s Uppal Housing Limited

Office: Plaza M-6, 1st Floor, District
Centre Jasola, New Delhi-110025

M/s Siyona Constructions Pvt. Ltd.

Office at 910, Ansal Bhawan, 16,
Kasturba Gandhi Marg, New Delhi

M/s Umang Realtech Pvt. Ltd.

office at 1st Floor, The Great Eastern
Center, 70, Nehru Place, New Delhi-
110019

Respondents

CORAM:	
Shri Arun Kumar	Chairman
APPEARANCE:	
Shri Nipun Rao (Advocate)	Counsel for Complainants
Shri Yatharth (Advocate)	Counsel for Respondent no. 1
Shri Bhavay Sareen (Advocate)	Counsel for Respondent no. 2

ORDER

- The present complaint dated 27.09.2024 has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the 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

- 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:

S. No.	Particulars	Details
1.	Name of the project	“Canary Residency’ now known as “Monsoon Breeze” Situated in Village Naurangpur, Sector-78, Gurugram
2.	Project area	12.514 acres
3.	Nature of project	Group Housing Colony
4.	DTPC License no.	38 of 2008 dated 02.03.2008 valid up to 01.03.2020
5.	Name of licensee	Siyona Construction Pvt. Ltd.
6.	RERA registered/not registered	Registered vide no. 121 of 2017 dated 28.08.2017
7.	RERA registration valid up to	30.06.2018
8.	Shop no.	06, ground floor

		(Page no. 20 of the complaint)
9.	Unit measuring	230 sq. ft. (Super area)
10.	Date of execution of shop buyer's agreement (between R-1 & complainant)	18.03.2008 (Page no. 15 of the complaint) R-2 is the Owner R-3 issue offer of possession to the complainant
11.	Possession clause	24. That the developer subject to Force Majeure, undertakes to complete the work of development and <i>construction of the proposed said complex on the 'said plot' on or before 30 months from the date of signing od this agreement and shall thereafter offer the possession of the 'Canary Shop' to the Canary Shop Buyer.</i> (Page no. 22 of the complaint)
12.	Due date of possession	18.09.2010 (Note:- Calculated from the 30 months from the execution of shop buyer's agreement)
13.	Total sale consideration	Rs.19,55,000/- (As per clause 15 of the SBA at page 21 of the complaint)
14.	Total amount paid by the complainant	Rs.13,94,145/-
15.	Payment plan	Construction link plan at page 34 of complaint
16.	Offer of fit out possession along with	25.10.2018 (Page no. 39 of the complaint)

	demand Rs.9,50,567/-	of *Rs.2,00,000 paid after offer of possession admitted by respondent no. 3 in reply at page 3. 07.03.2019 through E-mail At page 37 of reply filed by R-3
17.	Occupation certificate	05.03.2019 (Downloaded from the website of the tcpharyana.gov.in and also a letter annexed by the respondent no. 1 on page no. 37 of reply)
18.	Death Certificate of the original allottee	17.08.2019 (Page no. 40 of the complaint)

B. Facts of the complaint:

3. The complainants have made the following submissions in the complaint:
 - a. That the complainant, based on the claims of the respondent purchased a unit having super area 21.367 sq. mt. (230 sq. ft.) on ground floor in its project then known as "Canary Residency", Sector-78, Village Naurangpur, Tehsil and District Gurugram on 16.10.2008 for a total sale consideration of Rs. 19,55,000/-. The original Builder Buyer agreement dated 18.03.2008 and the allotment of unit no. 6, ground floor, admeasuring 230 sq. ft. was assigned in favour of the complainant by the respondent.
 - b. That further on dated 18.03.2008 the builder buyer agreement was executed between the complainant i.e., Mr. Sarjeet and the respondent no. 1 and 2 i.e., M/s Uppal Housing Limited and M/s Siyona Constructions Pvt. Ltd.

- c. That as per clause no. 24 of the BBA, the possession of the unit is to be handed over on or before 30 months from the date of signing of the BBA, which comes out to be 18.09.2010. That total consideration of the unit as per the BBA was Rs. 19,55,000/- and till date the complainant had paid an amount of Rs. 13,94,145/-, as per the statement of account and the receipts attached with the complaint.
- d. That in year 2013, the payments receipts were issued by the respondent no. 3 i.e., M/s Umang Realtech Pvt. Ltd. and thereafter in the year 2019 the respondents also changed the name of the project from Canary Residency to Monsoon Breeze (Canary).
- e. That thereafter on dated 20.07.2019, the complainant namely Mr. Sarjeet Died. That Mr. Sarjeet died leaving behind his legal heirs namely Mr. Amit Kumar, Mr. Sumit Kumar and Mrs. Bimla Devi i.e., the present complainants.
- f. That Respondent in furtherance of its mala fide intentions and ulterior motives did not complete the project and the unit within the time frame as per the BBA. Despite of repeated requests, the same have not been handed over to the complainants till now.
- g. That Respondents has not even offered the possession of the unit of the complainants to him and has further stopped responding to the communications of the complainants and has also restricted entry into its office for the complainants and other buyers and has failed to apprise the complainants regarding the true and correct status of the project where the unit of the complainants is located and has further delayed the possession of the unit for reasons undisclosed.

- h. That despite giving all the payments on time the complainants got shocked to know that the respondent had arbitrarily imposed late payment charges at the rate of more than 15% of compounding interest.
- i. That the conduct of the Respondents is illegal and arbitrary, and the Respondent is guilty of deficiency of services and of unfair and monopolistic trade practices. The Respondents is clearly in breach of its contractual obligations and of causing financial loss to the complainants and the conduct of the respondents has caused and is continuing to cause a great amount of financial loss stress, grief and harassment to the complainants and his family members. Hence the present complaint.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
 - a. Direct the respondent to handover the possession of the subject unit along with prescribed interest per annum from the promised date of delivery of the unit in question till handing over/actually delivery of the said unit.
 - b. Direct the respondent be directed to execute a conveyance deed for the unit of the complainant and to handover the physical/symbolic possession of the unit booked by the complainant(s) to them, complete and ready in all respects.
 - c. Direct the respondent to issue fresh payment demands after the adjustment of the Delayed Possession Charges that is to be paid by the respondents.

- d. Direct the respondent not to cancel the said unit in question and not to create any third-party rights over the unit.
 - e. Restrain the respondent from demanding any amounts from the complainant(s) at the time of offer of possession which do not form a part of the agreements executed between the parties.
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 no. 1 i.e. M/s Uppal Housing Private Limited:

6. The respondent has contested the complaint on the following grounds:
- a. That the complaint filed by the Complainants is gross misuse and abuse of process of law and is liable to be dismissed in limine at the very threshold as the averments made by the Complainants are false, frivolous, misleading, devoid of any merit or substance and made without application of mind.
 - b. That the present Complaint is clearly barred by limitation. The cause of action, if any, arose when possession was first offered post the issuance of the Occupancy Certificate No. ZP-397/JD(BS)/2013/39603 dated 15.05.2013. Alternatively, the cause of action, if any, arose in 2019 upon the demise of Late Mr. Sarjeet Singh. Despite these relevant dates, the Complainants have approached this Authority in the year 2024, far beyond the prescribed limitation period of three years under the Limitation Act, 1963.

- c. That the complaint filed by the Complainants is not maintainable against Respondent No.1 and is liable to be dismissed against Respondent No.1 for being devoid of any cause of action particularly as there is no obligation upon Respondent No.1 to complete the Project either under the Collaboration Agreement dated 03.01.2007 executed between Respondent No.2 and 3 or under the Shop Buyer Agreement dated 18.03.2008 ("SBA") executed between Complainants and Respondent No.3.
- d. That the Respondent No.3 for the purpose of development had entered into a Collaboration Agreement dated 03.01.2007 with Siyona Constructions Pvt. Ltd. ("Respondent No.2"). In terms of the Collaboration Agreement, it was agreed that Respondent No.3 and Respondent No.2 would split the consideration received from the allottees from the sale of Apartments in the ratio 31:69 (31 for Respondent No.2 and 69 Respondent No.3).
- e. That the Collaboration Agreement was originally executed between respondent no.1 and the respondent no.2; however, the rights and liabilities of Respondent No.1 were transferred in favor of Respondent No.3 vide an Addendum to the Collaboration Agreement dated 13.02.2010. Pursuant to signing of Addendum, the rights and obligations of Respondent No.1 under the Collaboration Agreement stood transferred to Respondent No.3 and Respondent No.1 exited from the Project.
- f. That as per record maintained with Respondent No.1, at the time of execution of Collaboration Agreement, Respondent No.2 had represented that the Project Land is free from all encumbrances and it possesses a clear and marketable title to the same.

Believing the representations of Respondent No.2, Respondent No.3 even got the Building Plans approved by the concerned Authority on 04.03.2013 and got the Project duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and proceeded to commence marketing of the Project.

- g. That Subsequent to the signing of the Collaboration Agreement and Addendum to Collaboration Agreement the Respondent No.3 and Respondent No.2 entered into a Development Agreement dated 12.03.2013 in terms whereof it was decided that Respondent No.1 would construct a residential project in the name and style of "Monsoon Breeze II", earlier known as Canary Residency, comprising 406 Apartments in 7 Towers, 1 EWS Tower along with a community site on the land owned. The Collaboration Agreement between Respondent No.3 and Respondent No.2 nowhere adversely affected the Home Buyers/ Allottees of the Project including but not limited to the Complainants herein as all the rights of the Allottees/ Home Buyers qua the Developer remained and were executed qua Respondent No.3. it was the sole liability of Respondent No.3 to develop, market and sell the Project at its own cost and expenditure after obtaining all necessary approvals. Pertinently, under the Collaboration Agreement, it was agreed that Respondent No.3 shall keep Respondent No.1 indemnified against all losses, claims, proceedings etc.
- h. That the Respondent No.1 has no liability with regard to the Project in question. Moreover, in terms of Clauses 22 and 23 of

the SBA, the sole liability of refund, if any, is of Respondent No.3. Therefore, Respondent No.1 cannot be compelled to refund any amounts herein. The relevant clause of the SBA evidencing the above facts as reproduced hereinbelow for ease of reference of this Authority.

- i. That there is no privity of contract between the Complainants and the Respondent No.1. As a matter of fact, even the Complainant has failed to place on record any shred of document and/or evidence which can lead to the conclusion that even a single penny has been parted with by the Complainants in favor of Respondent No.1 or any representation or warranties were made by Respondent No.1 in respect of Respondent No.3. Besides the above, Respondent No.1 has neither offered nor provided any services to the Complainants to be made liable for any deficiency or negligent services. The Complainants have never issued any letter/ correspondences to Respondent No.1 with regard to any particular and specific breach of Respondent No.1. Thus, the present Complaint is liable to be dismissed on this very ground itself. It is a settled principle of law that a party that has not entered into a contractual arrangement cannot be held liable for obligations arising therefrom. The Hon'ble Supreme Court in "*Haryana Urban Development Authority v. Raje Ram, (2008) 17 SCC 407*" has reaffirmed that no liability can be imposed where there is no contractual nexus.
- j. Since Respondent No.1 has no obligations regarding the Project including but not limited to development and completion of the Project and/or qua the Allottees/ Home Buyers of the Project

and Respondent No.1 is not involved in construction, development, sale, and handing over of possession. It is an admitted fact that Respondent No.1 had transferred all rights, obligations, and liabilities under the Collaboration Agreement to Respondent No.3 via the Addendum dated 13.02.2010. The Respondent No.1 had no role in the construction, development, and handing over of possession is also established and evident from the fact that Respondent No.1 is neither a Promoter under Section 2(zk) of the RERA Act, 2016.

- k. That Respondent No.1 was not involved in the execution, marketing, sale, possession, or maintenance of the project. The Development Agreement between Respondent No.3 and Respondent No.2 further establishes that Respondent No.1 had no role in the completion of the Project, and all obligations were upon Respondent No.3. The Complaint thus suffers from gross misjoinder of parties.
- l. That at no point in time the Respondent No.1 has volunteered or was employed for the construction of the Project. Respondent No. 1 does not have any share in the profit/ loss regarding the said Project. Since Respondent No.1 has no role in the Project either as a developer or even as a seller, Respondent No. 1 cannot be treated as a Promoter.
- m. That no payment has been made by the Complainants to Respondent No.1. There exists no privity of contract between the Complainants and Respondent No.1. Furthermore, as Respondent No.1 was not involved in the alleged breaches of the Agreement for Sale, no liability can be imposed upon it.

E. Reply by the respondent no. 3 i.e. Umang Realtech Pvt. Ltd.

7. The respondent has contested the complaint on the following grounds:
 - a. That the Reply on behalf of Umang Realtech Pvt. Ltd. ("**Respondent No.3**") is being filed through Manish Kumae Gupta, the Interim Resolution Professional (IRP), duly appointed by the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi ("**NCLT**") vide its Order dated 20.08.2019 in C.P No. IB-1564(PB) of 2018 tilted as "*Rachna Singh & Anr. v. Umang Realtech Private Limited*".
 - b. That the respondent no. 3 denies all the contents, averments, submissions, statements and allegations made in the complaint as false and erroneous except those which are matter of record or are specifically admitted by the respondent no.3. The Complaint filed by the Complainants is a gross misuse and abuse of process of law and is liable to be dismissed in limine at the very threshold as the averments made by the Complainants in the present Complaint are false, frivolous, misleading, devoid of any merit.
 - c. That complaint filed by the legal heirs of Late Mr. Sarjeet is baseless, misconceived, and barred by limitation. The complainants have failed to act diligently or fulfill their obligations under the shop buyer agreement dated 18.03.2008 and thus are not entitled to any relief from this Authority as they are in breach of their obligations. The allegations raised in the Complaint lack merit and deserve outright dismissal.
 - d. That that the respondent no.3 had launched a group housing residential project under the name and style of "Monsoon Breeze, situated at Sector 78, village Naurangpur, Gurugram, Haryana, in

- compliance with applicable laws, statutory approvals, and contractual commitments.
- e. That Late Mr. Sarjeet had approached the respondent no.3 and applied for booking of a shop in the Project of respondent no.3. In terms of the application, the respondent no.3 was allotted Shop bearing No. 06 and, in this regard, an SBA was executed between the parties. In terms of the SBA, the possession of the shop was subject to the issuance of an Occupancy Certificate (“OC”) and the clearance of all outstanding dues.
- f. That in due performance of its obligations under the SBA, the respondent no.3 not only completed the Project but also obtained the Part Occupancy Certificate No. ZP-397/SD(DK)/2019/6048 dated 05.03.2019 from the competent authority. Prior to this, on 25.10.2018, respondent no.3 offered fit-out possession of the shop to Late Mr. Sarjeet and raised a demand for the outstanding dues. Upon receipt of the Occupancy Certificate, respondent no.3 issued a final possession offer letter and raised a final demand of Rs.9,50,000/-. Late Mr. Sarjeet agreed to pay the outstanding amount in three installments but only paid Rs.2,00,000/-, leaving a substantial balance unpaid. Despite repeated communications, Late Mr. Sarjeet neither cleared the remaining dues nor took possession of the Shop.
- g. That in terms of death certificate annexed by the complainant to the complaint, that Late Mr. Sarjeet left for heavenly abode on 20.07.2019. However, the complainants, despite being his legal heirs, neither intimated respondent no.3 regarding the demise of the allottee nor submitted any documentation, such as a Survivor

Certificate or a Letter of Administration, to establish their rights over the shop in question.

- h. That complaint filed the Complainants is liable to be dismissed on the sole grounds that pursuant to demise of Late Mr. Sarjeet, the complainants on one hand did not even bother to approach the respondent no.3 and thereafter, arose from their deep slumber and filed the present complaint before this Authority without even approaching the Respondent. The respondent no.3 cannot be held liable and responsible for lack of actions of the Complainant and nor it can be alleged that the delay, as alleged, is attributable to the Respondent No.3 particularly when the Project stands not only completed but also handed over to the Resident Welfare Association ("RWA"). The Respondent No.3 has come to know about demise of Late Mr. Sarjeet only when it is served with the present Complaint. This prolonged delay, coupled with their failure to clear the outstanding dues, has caused unnecessary complications and hindered the Respondent No.3's ability to resolve the matter.
- i. That the Complainants' reliance on the Legal Heirship Certificate and Death Certificate, though valid, does not absolve them of their duty to communicate with the Respondent No.3 and fulfil the requirements for the transfer or endorsement of the Shop. The failure on part of the Complainants to act in a timely manner clearly establishes that they are not entitled to any relief, whatsoever, from this Authority.
- j. That the respondent no.3 fulfilled its obligations under the SBA by ensuring the completion of the Project, obtaining the Occupancy

Certificate on 05.03.2019, and issuing a Possession offer to Late Mr. Sarjeet. The respondent no.3 also bore the maintenance charges for the shop until the transfer of maintenance responsibilities to the Monsoon Breeze Residents Welfare Association ("**MBRWA**") in compliance with legal directives.

- k. That in compliance with the order of the Deputy Commissioner, Gurgaon, dated 19.09.2016, the respondent no.3 handed over the charge and control of maintenance services for the Project to the MBRWA through a Memorandum of Understanding dated 01.10.2016. The MoU explicitly stipulates that the RWA assumes full responsibility for the maintenance, upkeep, and collection of dues. The Respondent No.3 no longer has any role or liability concerning maintenance-related issues post the execution of the MoU. The RWA assumed full control over the maintenance and upkeep of the Project, including the collection of dues from residents and property owners. The Respondent No.3 was relieved of any ongoing maintenance obligations from the date of the MoU. However, the Respondent No. 3 is eligible to recover the maintenance charges and/ or any charges paid by them to the RWA pertaining to the Shop for delay in taking handover of Shop by the allottee or the Complainants or any other legal heir decided by the competent court.
- l. That the Complainants' grievances, if any, regarding maintenance charges or allied matters, must be directed to the RWA. Respondent No.3 has no role or liability concerning maintenance issues post the execution of the MoU.

- m. That the complainants are not entitled to any relief and the complaint is liable to be dismissed as Clause 6 of the SBA provides that possession of the shop shall be handed over to the Allottee only upon the clearance of all outstanding dues and compliance with other formalities. The Complainants having failed to clearing the outstanding dues also having miserably failed to submit the succession certificate/ Legal Heirship Certificate issued by the Competent Court/ authority and other necessary documentation for the transfer of the shop, cannot allege that the delay is attributable to the Respondent and thus, the claim raised in the complaint is wholly frivolous and untenable.
- n. That without prejudice to above, it is submitted that the captioned Complaint is clearly barred by limitation. The cause of action arose in the year 2019, when possession was first offered after the issuance of the part Occupancy Certificate. Alternatively, the cause of action arose in 2019, upon the demise of Late Mr. Sarjeet, when the Complainants became entitled to assert their rights. Despite this, the Complaint was filed only in the year 2024, well beyond the statutory limitation period of three years under the Limitation Act, 1963. It is a settled principle of law that actions must be initiated within the prescribed limitation period. The Hon'ble Supreme Court in numerous cases has held that limitation begins when the right to sue accrues. The Complainants' failure to act within this period renders their claims unsustainable.
- o. Furthermore, the Real Estate (Regulation and Development) Act, 2016, does not permit the revival of claims that are time-barred

under general law. The Complainants' unexplained delay in asserting their rights disentitles them from any relief.

- p. That the Complainants are not entitled to seek any remedies in law which is beyond the terms of the Shop Buyers' Agreement signed between the Complainants and Respondent No.3 and the allegations in the complaint cannot be decided summarily and thus the complaint is liable to be dismissed.
8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

F. Jurisdiction of the authority:

9. The authority has complete territorial and 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, 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

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.

G. Findings on objections raised by the respondent:


G.I Objection regarding the complaint barred by Limitation Act, 1963

11. In the present complaint, the complainant booked a unit in the project of respondent namely, Canary Residency, situated at sector-78, Gurugram. The buyer's agreement was executed between the complainant and the respondent no. 1 on 18.03.2008. As per clause 24 of the agreement, the possession of the unit was to be handed over within 30 months from the date of signing of agreement. As per clause 24 of the agreement dated 18.03.2008, the due date of possession of the unit was on 18.09.2013.
12. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the Authority has observed that the respondent obtained the occupation certificate for the unit in question on 05.03.2019. An offer for fit-out along with demand of Rs.9,50,567/- was

- made on 25.10.2018 and offer of possession after obtaining Occupation Certificate was made to the complainant on 25.10.2018.
13. The complainant in the present matter seeking delay possession charges 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.
 14. 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.
 15. In the present matter the cause of action arose on 07.03.2019 when the offer of possession was made by the respondent. The complainant has filed the present complaint on 27.09.2024 which is 4 years 6 months and 20 days from the date of cause of action. Further the Occupation Certificate already obtained by the respondent on 05.03.2019. The complaint has not been filed within a reasonable period of time nor have the complainants 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.

16. In light of the above, the complaint is dismissed being barred by limitation.
17. The complaint stand disposed of.
18. File be consigned to the registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 07.04.2026

HARERA
GURUGRAM