

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

**Complaint no. :** 1558 of 2023  
**Date of Decision:** 12.12.2025

Krishan Singh Hans and Anr.  
**Address:** VPO Naharpur Rupa NH 8,  
Gurugram

**Complainants**

Versus

M/S Bestech India Private Limited  
**Address:** - Bestech House Plot no 51, Bhagwan  
Mahaveer Marg, Sector 44, Gurugram

**Respondent**

**CORAM:**  
Shri Arun Kumar

**Chairman**

**APPEARANCE:**  
K.K. Kohli  
JK Dang

Advocate for the complainants  
Advocate for the respondent

**ORDER**

1. The present complaint has been filed by the complainant under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed inter se.

**A. Project and unit 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. N.	Particulars	Details
1.	Name and location of the project	"Orient Bestech Buisness Tower, Gurugram, Haryana
2.	Nature of the project	Commercial
3.	DTCP license no.	1128 of 2006 dated 15.09.2006 valid up to 14.09.2015
4.	RERA Registered/ not registered	Not registered
5.	Unit no.	Cyber space no. 723, 7 <sup>th</sup> floor (Page 28 of complaint)
	Unit admeasuring	1250 sq. ft.
6.	Date of booking/provisional allotment	03.09.2007 (Page 20 of complaint)
7.	Date of buyer's agreement	06.07.2010 (Page 26 of complaint)
8.	Possession clause	<i>14.... The said premises to be delivered by the developer to this proposed to be <b>delivered by the DEVELOPER to the ALLOTTEE (S) within 24 months of the date of this agreement.</b></i> <i>(Emphasis supplied)</i>  <i>[Page 34 of complaint]</i>
9.	Due date of possession	06.07.2012 (as per possession clause)
10.	Total sale consideration	Rs. 33,31,250/-

		(As per statement of account - page 83 of reply)
11.	Amount paid by the complainant	Rs. 31,41,551/- (As per statement of account - page 83 of reply)
12.	<b>Occupation certificate</b>	<b>08.05.2013</b> <b>(page 34 of reply)</b>
13.	OFFER	01.07.2013 (as stated by respondent) <b>Not annexed</b>

### **B. Facts of the complaint**

3. The complainants have made the following submissions in the complaint:
- i. That the complainants being the allottee of the unit no. 723 in the "Orient Bestech Towers" project of the respondent situated in NH-8, at Hero Honda Chowk, Gurgaon is covered within the definition of "allottee" under Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016.
  - ii. That the respondent is a limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services.
  - iii. The respondent announced the launch of their project by the name of "Orient Bestech Towers", and thereby, invited applications from prospective buyers for the purchase of units in the said project. The complainants being lured by the sales representatives of the respondent to buy a unit in their project, booked a space in the said project and paid an initial sum of Rs. 2,64,000/-.

- iv. That the respondent entered into a builder buyer agreement with the complainants on 06.07.2010 for unit no. 723 for a total sale consideration of Rs. 27,71,250/- which was duly paid by the complainants. Payment of Rs. 2,64,000/- at the time of booking prior to signing of the builder buyer agreement.
- v. The complainants having paid the entire sum of money towards the total sale consideration were hoping to get regular returns on their investment. However, they didn't receive any returns.
- vi. It is submitted that the respondent did not care to keep the complainants informed about the delay in possession despite multiple attempts made by the complainants to obtain such information and hence, the principle of equity does not favour the respondent. The respondent is required to offer the possession as required under law as the complainants have waited for a long time period of 10 years since the booking of the said unit.

**C. The complainants are seeking the following relief:**

4. The complainants have sought following relief(s):
  - i. Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons.
  - ii. Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent in spite of the fact that the complainant desires to take the possession.
  - iii. Direct the respondent to not execute any agreements of sale or

conveyance deed/ sale deed with any third party in respect of unit allotted to the complainants.

- iv. Direct the respondent to compensate the complainants for mental agony and harassment on account of deficiency in service and litigation costs.
- v. Direct the respondent not to charge anything which not the part of the payment plan and as agreed upon.

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

**D. Reply by the respondent**

6. The respondent has contested the present complaint on the following grounds:
  - i. That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 are not applicable to the project in question. The occupation Certificate in respect of the project was issued by the competent authority on 08.05.2013, i.e. well before the notification of the Haryana Real Estate Regulation and Development Rules 2017. Thus, the project in question is not an 'Ongoing Project" under Rule 2(1)(o) of the Rules. This Hon'ble Authority does not have the jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.
  - ii. That the complaint is barred by limitation and liable to be dismissed on this ground as well. Symbolic possession of the unit was offered to the complainants as far back as on 01.07.2013. The called cause of

- action arose in favour of the complainants almost 10 years ago. The complaint is liable to be dismissed as time barred.
- iii. That the complainants the terms and conditions of provisional allotment. The terms and conditions t out in the application form were accepted by the complainants and the complainants agreed and undertook to scrupulously comply with the same.
  - iv. That the respondent had provisionally allotted cyber unit admeasuring 1250 sq. ft. approximately vide letter and receipt dated 03.09.2007.
  - v. That under cover of letter dated 18.02.2009, the respondent had forwarded the buyer's agreement to the complainants for execution.
  - vi. That vide email dated 22.05.2010 the complainants had informed the respondent that the buyer's agreement dispatched earlier might have been lost in the delivery process and hence the complainants requested the respondent to issue fresh buyer's agreement which would be collected by hand by the complainants on 29.05.2010.
  - vii. That eventually the buyer's agreement was collected by the complainants only on 07.06.2010 and executed on 06.07.2010.
  - viii. That it was communicated to the complainants that in addition to the bare shell cost of the unit for self-use, the complainants would also be liable to bear the charges towards the necessary works including construction of partitions, electrical wiring, internal fixtures, fittings etc. in accordance with clause 4.3 of the buyer's agreement. The complainants were not prepared to make payment for such works and as such opted for a unit on 7th Floor, ear marked for leasing. Accordingly, IT space/cyber unit bearing no 723, located on the 7th floor of the project and earmarked for leasing was allotted to the

complainants, which allotment was duly accepted by the complainants by execution of the buyer's agreement in respect of the unit.

- ix. That clause 14, 15 and 16 of the buyer's agreement deal with IT spaces/cyber units that are intended to be leased out to proposed lessees to be identified by the respondent. In such cases physical possession of the IT space/cyber unit is not intended to be offered to the allottee. Instead, the respondent is authorised by the allottee to identify a suitable lessee, at its absolute discretion, and to negotiate the terms and conditions of lease on behalf of the allottee. Upon identification of a lessee by the respondent, the period stipulated in the contract for delivery of possession shall not apply. The allottee in such case shall be entitled to rent paid by the lessee and shall not be entitled to possession of the cyber unit. The respondent craves leave of this Hon'ble Authority to refer to and rely upon the said amongst other clauses of the buyer's agreement, at the time of addressing arguments in the matter.
- x. that in case the option of lease as contemplated in clauses 15 & 16 is not availed by the developer and possession of the cyber unit is delivered to the allottee(s) in such event the allottee(s) upon taking possession of the said premises, shall have no claim against the developer in respect of any item of the work in the said premises which may be alleged not to have been carried out or completed or for any design, specifications, building material used or for any other reason whatsoever and he shall be entitled to occupy the said premises without any interference but subject to the terms and conditions, stipulations and restrictions contained in this agreement.

- xi. That in case the option of lease as contemplated in clauses 15 & 16 is not availed by the developer and possession of the cyber unit is delivered to the allottee(s) in such event the allottee(s) undertakes not to sub- divide the area / premises agreed to be allotted to it. The allottee(s) further undertakes that in case it transfers its right and interests in the premises agreed to be allotted to it in favour of any person/company by way of mortgage, tenancy, license, gift or in any other manner, such person/company so inducted by the allottee(s) shall be also bound by the terms and conditions of this agreement. The developer or its nominee including any other body or any other association of allottee(s) shall be entitled to enforce all terms and conditions of this agreement against any person/company/entity who has been inducted in the unit originally agreed to be allotted to the allottee(s) irrespective of the fact whether such entry in the premises of the allottee(s) is permissive or hostile.
- xii. That subject to provisions of clauses 15 and 16 even after completion of the building the allottee(s) shall not be entitled to demand possession of the unit agreed to be allotted to it unless and until the entire sale consideration amount, maintenance charges and all other payments payable by virtue of this agreement have been fully paid by the allottee(s). In case the option of lease as contemplated in clauses 15 & 16 is not availed by the developer and possession of the cyber unit is delivered to the allottee(s) in such event the allottee(s) shall be liable to take possession of the said unit within 30 days of dispatch of written notice by the developer to the allottee(s) intimating that the premises is ready for delivery of possession. the allottee(s) shall be bound to execute necessary indemnities, undertakings,

documentation as may be prescribed by the developer for the delivery of possession. If the allottee(s) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the said premises shall be at the risk and costs of the allottee(s). The allottee (s) shall also be liable to pay holding charges @ Rs. 15/- sq. feet per month to the developer for the period it delays take-over of possession. The holding charges shall be a charge distinct and different from maintenance charges and totally unrelated to any other charge as provided in this agreement. The failure to take possession shall not absolve the allottee(s) of its liability to pay maintenance charges etc. to the developer. the allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such premises.

xiii. That it is submitted that clause 14 of the buyer's agreement provides that subject to timely payment of sale consideration by the complainants and subject to delays caused due to reasons beyond the power and authority of the respondent, possession of the unit was proposed to be offered within 24 months from the date of execution of the buyer's agreement. However, the complainants deliberately refrained from making payment of sale consideration as per the applicable payment plan and delayed the same which is evident from reminder letters dated 02.04.2009, 11.05.2009, 05.05.2010, 29.11.2014 issued by the respondent. Thus, the time lines for delivery of possession are not to be calculated in the manner alleged by the complainants.

xiv. That after completion of construction, the respondent made an application for receipt of occupation certificate on 26.10.2012 and the

same was issued on 08.05.2013. It is submitted that the respondent cannot be held liable for time taken by statutory authorities in issuing the occupation certificate and other approvals. Upon receipt of the occupation certificate dated 08.05.2013, symbolic possession of the unit was offered to the complainants vide letter dated 01.07.2013. The complainants were called upon to make payment of outstanding amount as per the attached statement a gesture of account. It was also mentioned in the said letter that goodwill, maintenance charges had been reduced from Rs 15/- per sq. ft to Rs 3/- per sq. ft w.e.f. 01.09.2013 till 31.08.2014 or date of lease which ever was earlier. However, even after receipt of the said letter, the complainants failed to make payment of the outstanding amount.

- xv. That the respondent, on its part, made diligent efforts to identify a suitable lessee to take on lease the cyber unit allotted to the complainants as well as other units located in the building but was unable to do so due to prevailing market conditions/water logging on the service road leading to access to the project. The respondent duly kept the complainants apprised about its search for a suitable lessee.
- xvi. That despite the cooperation extended to the complainants by the respondent, the complainant has failed to discharge his contractual obligations in accordance with the terms and conditions of the buyer's agreement. The respondent has acted strictly in accordance with the terms and conditions of the buyer's agreement which were/are binding upon the complainants with full force and effect.
- xvii. That thus the allegations levelled by the complainants against the respondent are totally baseless and do not merit any consideration by the Hon'ble Authority. The complainants have failed to make the

payments as per the agreed payment plan. The complainants have admittedly till date only made payment of Rs.31,41,551/- against the consideration amount of Rs.32,08,750/-.

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 submission made by the parties.

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

8. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

##### **E.I Territorial jurisdiction**

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

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

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

#### **Section 11**

.....

(4) The promoter shall-

- (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the

*conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

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

11. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on the relief sought by the complainant.**

**F.I Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons.**

**F.II Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainant by the respondent in spite of the fact that the complainant desires to take the possession.**

**F.III Direct the respondent to not execute any agreements of sale or conveyance deed/ sale deed with any third party in respect of unit allotted to the complainants.**

**F.IV Direct the respondent to compensate the complainants for mental agony and harassment on account of deficiency in service and litigation costs.**

**F.V Direct the respondent not to charge anything which not the part of the payment plan and as agreed upon.**

12. It is an admitted position on record that the Complainants was allotted 723, 7<sup>th</sup> floor admeasuring 1250 sq. ft. in the project "Orient Bestech Business Tower", Gurugram, developed by the Respondent. The

allotment was made in the favour of original allottee vide allotment letter dated 03.09.2007 and the buyer agreement was executed between the parties on 06.07.2010. The total sale consideration of the said unit was ₹33,31,250/-out of which the Complainant has already paid a sum of ₹31,41,551/- to the Respondent.

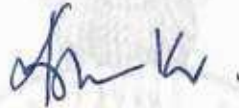
13. It is further established from the record that the Occupation Certificate (OC) for the project were issued by the competent authority on 08.05.2013. These documents demonstrate that the project has since attained completion status.
14. The present complaint was instituted on 20.04.2023, nearly ten (10) years after the occupation certificate dated 08.05.2013. Such an extraordinary delay has neither been satisfactorily explained nor justified by the Complainant at any stage of the proceedings. The material available on record reflects prolonged and complete inaction on the part of the Complainant for more than a decade from the date of occupation certificate until the filing of the present complaint. The Complainant did not take any steps to assert or pursue the alleged rights nor approached any appropriate forum during this entire period. This unexplained and inordinate delay defeats the very object of timely redressal contemplated under the Act.
15. While the Act aims to safeguard the interests of allottees, such protection cannot be extended to revive claims that have remained dormant for years, particularly when the occupation certificate is already obtained by the Competent Authority. Entertaining such stale claims would run contrary to well-settled principles of equity, limitation, and jurisprudence.

16. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise their extraordinary powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.
17. Further, as observed in the landmark case i.e. *B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]* the Hon'ble Supreme Court held that "Law assists those who are vigilant and not those who sleep over their rights." Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law.
18. In view of the facts noted hereinabove and the principles applicable thereto, the Authority is of the considered view that the present complaint is not maintainable. The Complainant has remained dormant for an unduly long period without asserting his rights, and the law does not come to the aid of those who sleep over their rights for an unreasonable length of time.
19. It is a settled principle of natural justice that no person's right should be prejudiced due to the unexplained inaction or negligence of another.

In the present matter, the Complainant has failed to offer any justification for the inordinate delay of nearly a decade. In these circumstances, the complaint is held to be non-maintainable, and the reliefs prayed for cannot be granted.

20. Complaint as well as applications, if any, stands disposed off accordingly.

21. File be consigned to registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025

**HARERA**  
GURUGRAM