

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

Date of Decision: 13.02.2026

NAME OF THE BUILDER		ALM Infotech City Pvt. Ltd.	
PROJECT NAME		"ILD Grand"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3843/2025	Anil Kumari and Raj Kumari V/S ALM Infotech City Pvt. Ltd.	Sh. Rishabh Jain (Advocate) Ms. Manika (Advocate)
2.	CR/3854/2025	Anil Kumari and Raj Kumari V/S ALM Infotech City Pvt. Ltd.	Sh. Rishabh Jain (Advocate) Ms. Manika (Advocate)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of two complaints titled as above filed before this authority 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 there under or to the allottee as per the agreement for sale executed inter se.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "ILD Grand" being developed by the same respondent/promoter

i.e., ALM Infotech City Pvt. Ltd. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to cancellation of the unit and other issues.

3. The details of the complaints, reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount and relief sought are given in the table below:

Project Name and Location	"ILD Grand" situated in Sector- 37 C, Gurugram.				
Project Area	5.697 Acres				
RERA Registered	Registered Vide registration no. 386 of 2017 dated 18.12.2017 Valid upto 30.06.2023				
Possession Clause: -					
9. Possession:					
<i>Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs, etc. and further subject to the Allottee(s) having complied with all obligations under the terms and conditions of this Agreement and the Allottee(s) not being in default under any part of this Agreement including but not limited to the timely payment of the total Sale Consideration and other charges/fees/taxes/levies and also subject to the Allottee(s) having complied with all formalities or documentation as prescribed by the Developer, the Developer proposes to complete the construction within a period of 36 months computed from the date of execution of this agreement with further grace period of 180 days under normal circumstances.</i>					
Occupation certificate: 21.08.2024					
Offer of Possession: 22.09.2024					
Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of builder buyer agreement	Status of Possession	Total sale consideration and amount paid
1.	CR/3843/2025 Anil Kumar and Raj Kumari V/S ALM Infotech City Private Limited DOF 20.08.2025 Reply	4B, Block Panorama, 4 th Floor 1819 sq. ft.	BBA: 14.01.2013 TPA: 30.01.2013	Due date of possession: 14.07.2016	TSC: - Rs. 76,50,534/- AP: - Rs. 87,49,737/-

	02.01.2026				
2.	CR/3854/2025 Anil Kumar and Raj Kumari V/S ALM Infotech City Private Limited DOF 20.08.2025 Reply 09.01.2026	18C, Block Skylark, 17 th Floor 1789 sq. ft.	BBA: 14.01.2013 TPA: 30.01.2013	Due date of possession: 14.07.2016	TSC: - Rs. 74,39,715/- AP: - Rs. 79,96,448/-

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing complaint
BBA	Builder buyer agreement
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/promoter and seeking conveyance deed of the unit.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/3843/2025 titled as Anil Kumar and Raj Kumari V/S ALM Infotech**

City Private Limited are being taken into consideration for determining the rights of the allottee(s) qua execution of conveyance deed.

A. Unit and project related details

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

S. N.	Particulars	Details
1	Project name and location	"ILD Grand", Sector 37C, Gurugram
2.	Project area	5.697 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license no. and validity status	96 of 2010 dated 03.11.2010 118 of 2011 dated 26.12.2011
5.	RERA Registered/ not registered	Registered vide no. 386 of 2017 dated 18.12.2017 extended upto 30.06.2023
6.	Unit no.	Apartment no. 4B, Block Panaroma, 4 th Floor [Page no. 34 of the complaint]
7.	Unit measuring	1819 sq. ft. [Page no. 34 of the complaint]
8.	Apartment agreement buyer	14.01.2013 [page no. 32 of complaint]
9.	Tripartite agreement	30.01.2013 (page no. 81 of reply)
10.	Possession clause	9. Possession <i>"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs, etc. and further subject to the Allottee(s) having complied with all obligations under the terms and conditions of this</i>

		<p><i>Agreement and the Allottee(s) not being in default under any part of this Agreement including but not limited to the timely payment of the total Sale Consideration and other charges/fees/taxes/levies and also subject to the Allottee(s) having complied with all formalities or documentation as prescribed by the Developer, the Developer proposes to complete the construction within a period of 36 months computed from the date of execution of this agreement with further grace period of 180 days under normal circumstances".</i></p> <p>(Page no. 45 of the complaint).</p>
11.	Due date of possession	<p>14.07.2016</p> <p>[Calculated from date of agreement including grace period of 180 days as it is unqualified.]</p>
12.	Total consideration	<p>Rs. 76,50,534/-</p> <p>[as per BBA dated 14.01.2013 on page no. 36 of complaint]</p>
13.	Total amount paid by the complainants	<p>Rs.87,49,737/-</p> <p>(As alleged by complainants)</p>
14.	Occupation certificate /Completion certificate	<p>21.08.2024</p>
15.	Offer of possession	<p>22.09.2024</p> <p>(page no. 72 of complaint)</p>

B. Facts of the complaint:

8. The complainants have made the following submissions in the complaint:
 - I. That in the apartment buyer agreement dated 14th January, 2013 it is stated that the Jubilant Malls Private Limited and Goldman Malls

Private Limited are the joint owners in possession of a parcel of land admeasuring 15.489 acres, situated at Sector 37C, Gurugram, Haryana over which license no. 13/2008 has been granted by the Director General, Town and country Planning, Haryana, Chandigarh. The development over the said land is being undertaken by ILD Millenium Private Limited, a joint venture entity formed between the developer and SI Virdian India Property Fund Private Limited. It was further stated that the Jubilant Malls Private Limited along with other individual owners as mentioned in the agreement owns and possesses an additional parcel of land measuring 5.697 acres adjacent to the aforesaid land situated at Sector 37C, Gurgaon, Haryana.

- II. That the respondent entered into an agreement with the land owners for developing the said additional land into a residential colony/group housing to be known as 'ILD GRAND' and for the development of the said additional land the respondent was granted additional license bearing no. 96 of 2010 dated 3rd November, 2010 (over an area of 1.36 acres) and licence no. 118 of 2011 dated 29th December, 2011 (over an area of 4.337 Acres) by the Director General, Town and Country Planning, Government of Haryana, Chandigarh.
- III. That based on the licence, the respondent collected a huge amount from gullible and naïve buyers including the complainants and has not yet made efforts to execute the conveyance deed of the apartment and maintain the project premises as required. The respondent has wilfully cheated the complainants by demanding and collecting all payable amounts, and yet did not execute the conveyance deed till date.
- IV. That the complainants have filed complaint (no. 601/2018) against the respondent for seeking delay possession charges as well as for handover

of physical possession for the abovementioned apartment, before the State Consumer Disputes Redressal Commission, Haryana. The SCDRC, Haryana vide its order dated 28th February, 2025 pronounced its verdict in favour of the complainants. The respondent is a habitual offender who is intentionally not complying with the promises it has committed and even failed to timely comply with the directions of the SCDRC, Haryana passed in the aforesaid complaint.

- V. That the complainants have paid all payable amount as and when demanded by the respondent. Despite receiving all payable amounts from the complainants and handing over the physical possession on 22nd September, 2024, the respondent/promoter has failed to execute the conveyance deed of the apartment till date even after numerous requests. At present, the complainants are being treated as tenants in their own apartment by the respondent.

C. Relief sought by the complainants:

9. The complainants have sought the following relief(s)
- i. Direct the respondent to get the legitimate and lawful conveyance deed executed for the apartment bought by the complainants.
 - ii. Direct the respondent to pay legal expenses of Rs. 1,00,000/- incurred by the complainants.
10. 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:

11. The respondent has contested the complaint on the following grounds:

- I. That the answering respondent had initiated a project namely, "ILD Grand", located in Sector-37 C, Gurgaon, Haryana the proposed project was being developed by "ALM Infotech City Private Limited". That the project was duly registered vide registration no. 386 OF 2017 DATED 18.12.2017.
- II. That the one Mr. Dilbagh Rai along with Mr. Mohit Kukreja had submitted an application form to book a unit in the project. Thereupon, a unit bearing no. 4B, Block - 1, Panaroma, 3BHK, tentatively measuring 1819 sq. ft. was allotted to the Erstwhile Allottees.
- III. That subsequently, the erstwhile allottees made an application for transfer of the unit in favour of the complainants and entered into a sale agreement dated 10.12.2012 for transfer of the rights, title and interest of the unit in favour of the complainants. Thus, upon the request of the erstwhile allottee, an endorsement was made in favour of the complainants on 10.12.2012.
- IV. Thereafter, the complainants entered into an apartment buyer's agreement dated 14.01.2013. The agreement was consciously and voluntarily executed between the parties and the terms and conditions of the same are binding on the parties. The unit in question was transferred to the complainants for a total sale consideration of Rs. 76,50,534/-.
- V. That at the time of booking of the unit, the respondent in its good faith had duly informed the complainants about the progress of the project, Furthermore, the agreement specifically stated that the delivery of possession of the unit is subject to the reasons beyond the control of the respondent and other force majeure circumstances.

- VI. That the complainants herein had entered into a tripartite agreement with the Dewan Housing Finance Corporation Limited and the respondent on 30.01.2013. That it was recorded in the said tripartite agreement that the brower had already paid a sum of Rs. 16,91,168/- as part payment for purchase of the flat and had approached the Dewan Housing Finance Corporation Limited for the remaining amount. That the complainants were granted a loan of Rs. 55,00,000/- all the payments have been duly honoured by the complainants and the respondent and possession of the unit have also been given to the complainants.
- VII. That the complainants had filed a consumer complaint bearing no. 601 of 2018 titled 'Raj Kumari vs. ALM Infotech Private Limited' before the SCDRC, Panchkula, Haryana. That the disputes between the parties in the complaint no. 601 of 2018 was pertaining to the same unit as is in question in the present complaint. The dispute with respect to the unit in question in the present complaint was finally decided by the SCDRC vide the order dated 28.02.2025.
- VIII. Thereafter, the respondent after duly obtaining the occupation certificate for the project on 21.08.2024 issued the offer of possession dated 22.09.2024. That the complainants were called upon to take possession of the unit in regards to which the possession was granted and further execution of the conveyance deed is accordance to the verbal communication that they will withdraw the cases/complaint from every form and would not come up for any compensation or relief against the builder as the complainants are also a part of the resolution plan.

- IX. That the present complaint is barred by the principle of res judicata as the dispute raised herein has already been directly and substantially adjudicated upon in earlier proceedings between the same parties, under the same title, before a competent forum. The dispute between the parties was finally decided on merits and therefore, the complainants is precluded from re-agitating the similar issues under the settled principles of law.
- X. That after having attained finality of the order dated 28.02.2025 passed by the SCRC, Panchkula, Haryana the complainants cannot be allowed to seek another relief on the same facts, alleging the same issues, against the same party under any circumstances whatsoever which could have been raised by the complainants earlier in the previous complaint.
- XI. Section 11 of the Code of Civil Procedure, 1908 embodies the doctrine of Res Judicata or the rule of conclusiveness of a judgment as to the dispute in every subsequent suit between the same parties. It enacts that once a matter is finally decided by a competent court, no party can be permitted to reopen it in a subsequent litigation. In the absence of such a rule there will be no end to litigation and the parties would be put to constant trouble, harassment and expenses.
- XII. That the complainants through the present complaint has sought the relief of execution of the conveyance deed in respect of the unit however, the same should have been sought by the complainants in the complaint no. 601 of 2018 before the SCRC, Panchkula, Haryana.
- XIII. That it is evident from the conduct of the complainants that, through the present complaint they have intended to engage in frivolous

litigation and cause multiplicity of proceedings before the Hon'ble Authority, thereby wasting the precious time of the Hon'ble Authority.

- XIV. That the provisions of CPC are important guiding factors and cannot be abrogated. That accordingly, every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the cause of action, or it can be stated that all the claims should be sought at once. That upon omitting to include the entire claim at the first instance, the complainants are barred from raising the same issue and seeking relief before the Hon'ble Authority.
- XV. That the rule applies only where the complainants are entitled to more than one relief in respect of the same cause of action, and he omits to seek all such reliefs in the single complaint.
- XVI. That a particular cause of action enables a person to ask for a larger and wider relief than that to which he limits his claim; he is precluded from claiming the balance by instituting independent proceedings. That the crux of the matter is the presence or lack of awareness of the right at the time of the previous complaint of the complainants to raise the entire claim at once.
- XVII. That the relief sought in the present complaint arises from the same cause of action and the complainants were aware of the existence of the same and therefore, the complainants should have vigilantly and rightly brought the same to the knowledge of the Court at that point of time.
- XVIII. That to make the principles laid down under Order II Rule 2 applicable, the following three conditions must be satisfied, namely:
- i. The second suit must be in respect of the same cause of action as that on which the previous suit was based.

- ii. In respect of that cause of action, the plaintiff was entitled to more than one relief; and
- iii. Being entitled to more than one relief, the plaintiff, without leave of the court, omitted to sue for the relief for which the second suit has been filed.

XIX. That the present complaint satisfies all of the above three conditions, the complainants have filed the present complaint in respect of the same cause of action, i.e. the allotment of the unit. Additionally, the complainants could have sought the said relief in the previous complaint itself and had knowingly and consciously omitted from seeking the relief of execution of the conveyance deed. Hence, the present complaint is liable to be dismissed on this ground as well.

12. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

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

E.I Territorial jurisdiction

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by 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

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

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

F. Findings on the relief sought by the complainant(s):

- i. Direct the respondent to get the legitimate and lawful conveyance deed executed for the apartment bought by the complainants.
17. In the present complaint, the complainants booked a unit in the project of respondent namely, 'ILD Grand', situated at sector 37C, Gurugram. The complainants were allotted an apartment bearing no. 4B in Block Panaroma at 4th Floor, admeasuring 1819 sq. ft. The apartment buyer's agreement was executed between the complainants and the respondent on 14.01.2013. Thereafter the tripartite agreement was executed on

30.01.2013. The total sale consideration of Rs. 76,50,534/- out of which the complainants have made a payment of Rs. 87,49,737/-. As per clause 9 of the agreement, the respondent was required to hand over possession of the unit within a period of 36 months from the date of execution of agreement along with a grace period of 180 days. Hence, the due date of possession comes out to be 14.07.2016 including the grace period of 6 months as it is unqualified. The occupation certificate for the project was received on 21.08.2024 and thereafter the unit was offered for possession on 22.09.2024.

18. The complainants in the present complaint is seeking execution of conveyance deed. The plea of the respondent is otherwise and has stated that the present complaint is barred by principles of res Judicata under Section 11 of the Code of Civil Procedure, 1908 as the complainants have already approached the SCDRC, Panchkula, Haryana by filing the complaint no. 601 of 2018 and the said matter was disposed of vide order dated 28.02.2025. Further stated that the present matter is also barred by principles laid down under Order II rule 2 of the Code of Civil Procedure, 1908 as the complainants have filed the present complaint in respect of the same cause of action which was already decided.
19. On consideration of documents available on record and submissions made by both the parties, the authority observes that once possession of a unit has been handed over to an allottee after receipt of the entire or substantial sale consideration, execution of the conveyance deed is not merely a contractual formality but a statutory obligation cast upon the promoter. The promoter cannot retain title over the unit indefinitely after handing over possession and accepting consideration. Such conduct defeats the very purpose of ownership rights of the allottee and reduces

the allottee to a precarious status akin to that of a tenant, which is impermissible in law.

20. With respect to the objection raised by the respondent regarding the bar of res judicata under Section 11 of the Code of Civil Procedure, 1908 the Authority observes that the earlier complaint before the State Consumer Disputes Redressal Commission, Haryana pertained to delay in possession and related reliefs. The present cause of action, namely non-execution of the conveyance deed even after handing over possession is a continuing and subsequent cause of action. The right to seek execution of the conveyance deed crystallizes upon delivery of possession and completion of formalities, and therefore, cannot be said to have been finally adjudicated in the earlier proceedings
21. The Authority further observes that the principle of res judicata applies only when the matter directly and substantially in issue in the subsequent proceedings has already been finally decided in the former proceedings. In the present case, there is no material on record to establish that the issue of execution of conveyance deed was specifically adjudicated upon by the Consumer Commission. Hence, the plea of res judicata is not attracted.
22. The Authority also notes that the complainants have asserted that they have paid all dues as demanded by the respondent. The respondent has not placed any cogent material on record to show that any outstanding amount remains unpaid which could justify withholding execution of the conveyance deed.
23. In view of the above, the Authority is of the considered view that the respondent has failed to discharge its obligation of executing the conveyance deed in favour of the complainants despite handing over possession and receiving the consideration. Such conduct is arbitrary,

unjustified and contrary to the settled principles governing promoter-allottee relationship.

24. As per Section 11(4)(f) and Section 17(1) of the Act, 2016 the promoter is under obligation to get the conveyance deed executed in favour of the complainants. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
25. Since the respondent promoter has obtained occupation certificate on 21.08.2024. Therefore, the respondent/builder is directed to get the conveyance deed of the allotted apartment executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
- ii. Direct the respondent to pay legal expenses of Rs. 1,00,000/- incurred by the complainants.**
26. The complainants in the aforesaid relief are seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as **M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.** (Decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the authority

27. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent/builder is directed to get the conveyance deed of the allotted apartment executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
29. Complaints stand disposed of.
30. Files be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026