

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

**Complaint no.** : 3335 of 2025  
**Date of complaint** : 08.07.2025  
**Date of order** : 30.01.2026

1. M/s Sigma Biotech Private Limited
2. Ramu Ram
3. Neena Choudhary

**Address at:** - M-3, First Floor, Hauz Khas, Aurbindo Marg,  
New Delhi - 110016.

**Complainants**

Versus

M/s Brahma Center Development Private Limited

**Having registered office at:** - 1206B, Surya Kiran  
Building, 19, Kasturba Gandhi Marg, New Delhi - 110001.

**Having corporate office at:** - Epitome 10<sup>th</sup> Floor, Building  
No.5A, DLF Cyber City, Gurugram - 122002.

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Shri Rahul Bhardwaj (Advocate)

**Complainants**

Ms. Anjalika Sharma and Shri Shivaditya Mukherjee  
(Advocates)

**Respondent**

**ORDER**

1. The present complaint has been filed by the complainants/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 allottee 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 and location of the project	"Brahma Bestech Athena", Sector-16, Gurugram, Haryana.
2.	Project area	8.372 Acres.
3.	Nature of Project	Commercial
4.	DTCP license no. and validity status	Not provided
5.	Name of Licensee	M/s Brahma Center Development Private Limited
6.	Rera registered/ not registered and validity status	<b>Registered</b> 205 of 2017 dated 15.09.2017 Valid up to 31.12.2019
7.	Unit No.	603A, 6 <sup>th</sup> Floor, Commercial Block (As mentioned in letter for endorsement on nomination at page no. 46 of complaint)
8.	Unit area admeasuring	4850 sq. ft. [Super-Area] (As mentioned in letter for endorsement on nomination at page no. 46 of complaint)
9.	Unit buyer agreement [Between M/s Brahma Centre Development Pvt. Ltd. and Original allottee (Sh. Jagmohan Krishan Dang)]	11.02.2014 (As mentioned in agreement of sale dated 10.09.2021 at page 36 of complaint)
10.	Agreement of sale [Between Original allottee (Sh. Jagmohan Krishan Dang) and complainants herein] w.r.t unit no. 603, 6 <sup>th</sup> floor	10.09.2021 (As per page no.35 - 45 of complaint)
11.	Possession clause	Not provided
12.	Due date of possession	Cannot be ascertained

13.	Endorsement of Nomination [in favor of complainants herein]	04.06.2022 (As per page no. 46 of complaint)
14.	Total sale consideration	Rs.3,88,00,000/- (As mentioned in agreement of sale dated 10.09.2021 at page 36 of complaint)
15.	Amount paid against the allotted unit	Rs.3,88,00,000/- (As mentioned in agreement of sale dated 10.09.2021 at page 36 of complaint)
16.	Occupation Certificate	31.03.2022 [For Basement I, II, III & IV and in Block-B Ground floor to Twenty floor plus Terrace] (As on page no. 64-66 of complaint)
17.	Offer of possession	Not known

**B. Facts of the complaint**

3. The complainants have made the following submissions: -

I. The complainants in the present complaint are the subsequent allottees who with the vision of having their own commercial office space in Gurugram purchased the said unit from the original allottee by entering into the unit buyer agreement dated 11.02.2014 with the respondent. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the complainants fall under the category of "allottee" and has rights and obligations under the Act and moreover, Section 2(d) of the Act, 2016 does not make any distinction as well as discriminate between the subsequent allottee and the original allottee. Therefore, the complainants i.e., the subsequent allottees squarely fall under the definition of an allottees.

II. That the complainants are before this Authority to raise their grievances and concerns as they have invested their hard-earned money in booking/purchasing a unit in the respondent's project, namely "Brahma Bestech Athena", commercial project situated at

- Sectors Gurugram. The respondent advertised the aforesaid real-estate project as a one-of-a-kind development with impeccable facilities.
- III. That the complainants agreed to enter into an agreement to sale dated 10.09.2021 with the original allottee wherein the complainants agreed to purchase the unit bearing no. 603A, 6<sup>th</sup> floor admeasuring 4850 sq. ft. in Athena Tower forming part of "Brahma Bestech Athena" for a total sale consideration of Rs.3,88,00,000/- which has already been paid by the complainants.
- IV. That as per clause 6 of the agreement to sale, complainant no. 1 i.e., acquired the 73.2% of the total area while complainant no. 2 and 3 acquired 26.8% of the total area. It is further important to note that the total sale consideration in respect of the said property has already been paid by the original allottee and further the complainants herein have also paid the entire said consideration amount to the original allottee as mentioned in the agreement to sell dated 10.09.2021. That subsequent to the agreement to sell the respondent herein duly acknowledged the complainants as the nominee/allottees of the unit 603-A vide an endorsement of nomination dated 04.07.2022.
- V. That as per clause 23 of the agreement, the estimated and contemplated due date of offer of possession was 01.10.2015 including a period of 9 months as grace period.
- VI. That the complainant's case is not of a simple or ordinary delay but one of an inordinate delay, wherein the possession of the Unit has not been offered till date i.e., even after an inordinate delay of more than 7 years from the date of possession as per the unit buyer agreement executed between the parties, which has caused immense financial

burdens on the complainant. The complainant has been severely traumatized by the gross deficiency in service of the respondent, clubbed with mental agony of the fact that the project is still under construction and the complainants have no idea as to when the respondent would be handing the possession of the unit.

- VII. That what is important to note that the complainants being the subsequent allottees have the same privileges, rights as well as prerogatives as compared to the original allottee. Also, the RERA Act, 2016 no-where in its provisions makes any distinction between the subsequent allottee and the original allottee. That the complainants being in the lame shoes as the original allottees are entitled for the same benefits as the original allottee as per the provisions of the RERA Act, 2016. Therefore, the complainants are clearly entitled to receive the delayed payment interest from the date of deemed possession interest i.e. from 2015 till date at the prescribed rate of interest under RERA Act.
- VIII. That even after receiving than 100% of the total consideration even at the time of the execution of the unit buyer agreement the respondent has miserably failed to deliver the possession after an inordinate delay of more than 7 years. The respondent has miserably failed to comply with the terms and conditions of the unit buyer agreement. The respondent deliberately induced the complainants to part with their entire life's hard-earned money. That till date, after a period of more than 7 years, the complainants still have not received the possession of any unit despite being the first few allottees in the project of the respondent.

- IX. The grievance of the complainants is inter alia that the respondent, despite receiving entire sale consideration from the complainants for the unit, the respondent has miserably failed to hand the over the possession of the unit till date. That the total sale consideration amount of Rs.3,88,00,000/- has been paid to the original allottee by the complainants. Out of the aforesaid amount a sum of Rs.2,94,00,000/- has been paid by complainant no. 1 to the original allottee and a sum of Rs.94,00,000/- has been paid by Ms. Neena Choudhary and Mr. Ramu Ram to the original allottee.
- X. That the complainants continued to follow up with the respondent through various correspondences, meetings, and telephonic conversations with their authorized representative, expressing their grievances with respect to the delay in construction of the project and delivery of possession of the said Unit, however, to no avail. At the time of selling the unit, the respondent painted a flowery picture of the project. However, the complainants only received false promises and now feel cheated by the respondent. It is alleged that the complainants have been running from pillar to post, seeking accountability for their money and their homes. It is claimed that the complainants have suffered significant financial loss, mental pressure, harassment, and agony as a result of the respondent's actions, and they are seeking compensation with interest, penalties, and damages. It is submitted that the entire purpose for purchasing the said unit has been completely frustrated. It is respectfully submitted that the innocent allottee cannot be left at the behest of an unscrupulous organization like the respondent. Despite of numerous attempts made by the complainants to contact the respondent, the complainants have not

received any positive response and it is a prima facie case of unfair trade practices as per Section 7 (c) which have been adopted by the respondent and same are against the provisions of Section 11(4) of the RERA Act.

- XI. That the complainant had already filed the complaint no. RERA-GRG-04-2023 where in the complainants were ordered the judgment in their favour under the provisions of RERA Act which has been produced herein under for ready reference for this Authority.

*a. The complainants are entitled to delayed possession charges as per the provision of section 18(1) of the Real Estate (Regulation and Development) act, 2016 at the prescribed rate of interest i.e., 10.85%p.a. for every month of delay on the amount paid by them to the Respondent from the date of endorsement i.e., 04.07.2022 till the date of offer of the possession or handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules.*

*b. The promoter shall not charge anything which is not part of the buyer's agreement.*

*c. The respondent is directed to pay arrears of interest accrued, if any after adjustment in statement of account; within 90 days from the date of this order as per rule 16(2) of the rules. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/ promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.*

- XII. That despite this favourable order passed by this Authority in favour of the complainants, the respondents have tremendously to comply and adhere the directions stipulated by this Authority and has failed to offer the possession of the rightful unit as well as failing to the DPC to the complainants.

- XIII. Since passing of the judgment, the complainants continued to follow up with the respondent through various correspondences, meetings, and telephonic conversations with their authorized representative, expressing their grievances with respect to the delay in construction

of the project and delivery of possession of the said unit, however, to no avail. However, the complainants only received false promises and now feel cheated by the respondent. It is alleged that the complainants have been running from pillar to post, seeking accountability for their money and their homes. It is claimed that the complainants have suffered significant financial loss, mental pressure, harassment, and agony as a result of the respondent's actions, and they are seeking compensation with interest, penalties, and damages. Despite of numerous attempts made by the complainants to contact the respondent, the complainants have not received any positive response and it is a prima facie case of unfair trade practices as per Section 7 (c) which have been adopted by the respondent and same are against the provisions of Section 11(4) of the RERA Act.

- XIV. That it is come to the knowledge of complainants that the respondent has received the occupational certificate of the project in which the complainants are seeking possession of their unit along with the delay possession charges as directed by the RERA, Gurugram.
- XV. That it is come as an utter shock and surprise to the complainants that the respondent intentionally and by having mala- fide intentions did not provide and showcased the occupational certificate received from the competent authority with the respect to the subject property and completely mislead the court with its wrong and false submissions
- XVI. That the respondent received the occupational certificate from the competent authority in 2022 vide memo bearing no. IPS-BV-34-ID-IDS-HSIIDC-1800 dated 31.03.2022. The respondent as per the RERA Act, 2016 was under obligation and duty -bound as per the terms and

conditions of the agreement and the endorsement letter issued by the respondent.

XVII. It would not be out place to state that such an act of the respondent has not only caused huge financial loss to the complainants but rather kept the latter away from their own investment which was purchased by hard-earned money. Therefore, in view of the occupation certificate annexed with this application by the complainants, the respondent shall be directed to offer the offer of possession to the complainants as well as the delay possession charges.

XVIII. That the complainants in lieu of this complaint are seeking the physical and rightful possession of the said unit without any encumbrance/lien/mortgage as well as the execution of the conveyance deed as per the provisions of RERA.

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

4. The complainants have sought the following relief(s):

- I. Direct the respondent to handover the possession of the unit allotted to the complainant i.e., 603, 6th floor, in Athena Tower forming part of "Brahma Bestech Athena" along with the delayed possession interest for a delay of 7 years and 2 months as per the provisions of the RERA Act, 2016;
- II. Direct the respondent to pay an additional delayed possession interest @12% per annum as specified in the unit buyer agreement entered between the complainants and respondents;
- III. Direct the respondent to pay the delay possession interest compounded annually @12% per annum till the handing over of the possession of the unit to the complainants;
- IV. Direct the respondent to pay a sum of Rs.1,50,000/- to the complainants towards litigation costs;
- V. Any other relief that may be necessary in the interest of justice, equity and good conscience

5. On the date of hearing, the Authority explained to the respondents/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.
6. The respondent/promoter put in appearance through its counsel and marked attendance on 12.09.2025, 07.11.2025, 19.12.2025 and 30.01.2026. Despite giving specific directions to file reply, it has failed to comply with the orders of the Authority. It shows that the respondent is intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of above, the defence of the respondent was struck off vide proceedings dated 30.01.2026.
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.

**D. Maintainability of complaint:**

8. In the present complaint, the complainants intend to continue with the project and are seeking direction to the respondent to handover the possession immediately and to pay additional delay possession charges. The complainants have submitted that a complaint bearing no. CR/4/2023 was filed by them seeking handover of possession and payment of delay possession charges and vide order dated 23.02.2024, the said reliefs were granted in favour of the complainants. However, the respondent neither paid the amount as directed by the Authority nor adjusted the amount against any demand which remained pending at the time of possession. Meanwhile, occupation certificate was received by the respondent in the year 2022 and no offer of possession was made to the complainants till date. Thus, the present complaint has been filed by the complainants.

9. The Authority observes that the complainants have previously filed a complaint bearing no. CR/4/2023 against the subject unit before the Authority seeking possession along with payment of delay possession charges. Thereafter, vide order dated 23.02.2024, the respondent was directed to pay delay possession charges at the prescribed rate of interest @10.85% p.a. w.e.f. 04.07.2022 (i.e., date of endorsement) till the date of offer of possession or handing over of possession, whichever is earlier. The respondent was further directed to not to charge anything from the complainants which is not part of the buyer's agreement. The Authority further observes that the complainants have also filed an execution petition bearing no. EX/56/2025 and the same is still pending.
10. After considering the documents available on record as well as submissions made by the parties, the Authority is of the view that the present complaint is not maintainable before the Authority as is barred by the principle of res-judicata as the matter in issue between the parties has already been heard and decided by the Authority vide order dated 23.02.2024 in the former complaint bearing no. CR/4/2023. Further, if any party fails to abide by the directions mentioned in the said order, then the same shall be enforced by the executing authority as provided under Section 40 of the Act of 2016 read with Rule 27 of the Haryana Real Estate (Regulation and Development) Rules, 2017, in such manner as may be prescribed. 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.]”*

11. 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.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026

**HARERA**  
**GURUGRAM**