

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

Complaint no. : 6492 of 2024
Date of complaint : 23.01.2025
Date of decision : 20.01.2026

Sukhpal Singh Bhullar

R/o: House No. 43, Sector 4, Chandigarh-
160.001, Punjab

Complainant

Versus

M/s Orris Infrastructure Private Limited

Regd. Office at: - J 10/5 DLF Phase 2 Mg Road,
Gurugram

Respondent

CORAM:

Arun Kumar
Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Manual Mitra (Advocate)
Charu Rustagi (Advocate)

**Complainant
Respondent**

ORDER

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

A. Unit and project related details

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

Sr. No.	Particulars	Details
1.	Name of the project	"Floreal Towers", Sector 83, Gurugram, Haryana
2.	Project area	Commercial colony
3.	Nature of the project	9.052 acres
4.	DTCP license no.	260 of 2007 dated 14.11.2017 License validity status - Valid up to 24.11.2024
5.	Name of licensee	Seriatim Land & Housing Pvt. Ltd.
6.	RERA Registered/ not registered	Not registered
7.	Unit no.	820, 8 th floor, tower B (As per BBA on page 40 of complaint)
8.	Unit area admeasuring	1000 sq. ft. (super area) (As per BBA on page 40 of complaint)
9.	Date of execution of Space Buyer's Agreement	13.08.2009 (Page 37 of complaint)
10.	Possession clause	10.1 Schedule for Possession of the said Unit The company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Unit within the period of 36 months from the date of execution of the Space Buyer Agreement by the Company or Sanction of Plans or Commencement of Construction whichever is later , unless there shall be delay or there shall be failure due to reasons mentioned in Clauses (11.1). (11.2). (11.3) and Clause (38) or due to failure of Allottee(s) to pay in time the price of the said Unit along with all other charges and dues in



		accordance with the schedule of payments given in Annexure I or as per the demands raised by the Company from time to time or any failure on the part of the Allottee(s) to abide by any terms or conditions of this Space Buyer Agreement.
11.	Date of commencement of construction	Not on record
12.	Date of sanction of building plans	Not on record
13.	Due date of possession	13.08.2012 (Calculated from date of execution of buyer's agreement as neither the date of commencement of construction nor date of approval of building plan is on record)
14.	MoU for assured return executed on	30.03.2008 (Page 27 of complaint)
15.	Assured Return clause	2. After receipt of Rs. 28,00,000/-, the developer shall give an investment return @ 65/- per sq. ft. per month i.e., Rs. 65,000/- with effect from 1 st April, 2008 on or before 7 th day of every month for which it is due till such time the Developer is not able to lease the Proposed Office Space. [Page 29 of complaint]
16.	Assured return paid till	March 2017
17.	Total sale consideration	Rs. 28,00,000/- (As per BBA on page 42 of complaint)
18.	Amount paid by the complainants	Rs. 28,00,000/- (As per MOU on page 30 of complaint)
19.	Occupation certificate /Completion certificate	16.08.2017 (Page 33 of reply)
20.	Offer of constructive possession	31.03.2018 (Page 35 of reply)
21.	Letter by respondent stating unintentional	09.08.2018 (page 45 of reply)

	error in naming tower & that the unit of the complainant is in tower 'A'	
22.	Pre-cancellation letter	12.11.2018 (page 47 of reply)
23.	Cancellation letter	18.12.2018 (page 48 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions by filing the present complaint on 29.01.2025: -

- a) That the respondent was developing and setting up commercial towers by the name of "Floreal Towers" comprising of Tower 'A' and Tower 'B' over an area of 9.052 acres situated at Village Kherki Dhaula, Sector-83, Gurugram, Haryana. The complainant showed his interest in buying/purchasing a unit in the aforementioned commercial colony/towers namely floreal towers being developed by the respondent.
- b) That the respondent had given false verbal assurances and promises to deliver the possession of the unit within 03 years as well as giving monthly assured return to the complainant. The complainant was asked to pay entire amount of Rs. 28,00,000/- up front even prior to signing any written agreement.
- c) That on 21.03.2008 the respondent gave receiving of having received the two cheques from the complainant against booking of a commercial unit in the said project .Thereafter, on 30.03.2008, the respondent and the complainant entered into a MOU dated 30.03.2008 for office space admeasuring a tentative super area of 1000 Sq. Ft. in Floreal Tower , Sector-83, Gurugram, Haryana for a total sale consideration of Rs. 28,00,000/-

- d) That it is pertinent to mention that no particular unit/office number was allotted to the complainant either at the time of making the entire payment or at the time of signing the memorandum of understanding. According to clause 2 of the above mentioned mou dated 30.03.2008, the respondent had to pay monthly assured return of Rs. 65,000/- per month to the complainant with effect from 01.04.2008 on or before 07th day of every month till such time the respondent is not able to lease the said commercial unit.
- e) That it is pertinent to mention that the respondent has failed to pay even a single installment towards monthly assured return to the complainant from March 2017 till date. Therefore, assured return of 93 Months (from March 2017 till date i.e December 2024) is due amounting to Rs. 60,45,000/-.
- f) That the complainant again and again requested the respondent to execute a proper buyer's agreement as even after taking the full sale consideration, the respondent never allotted any particular office/unit number to the complainant. After almost 1.5 years, on 13.08.2009, the respondent and the complainant entered into a space buyer agreement dated 13.08.2009 for unit no. 820 on the 08th floor in tower-b admeasuring tentative super area of 1000 Sq. Ft. situated in Orris Floreal Tower, Sector-83, Gurugram, Haryana for a total sale consideration of Rs. 28,00,000/-. According to Clause 10.1 of the buyer agreement dated 13.08.2009 the respondent was bound to give possession to the complainant within 36 months from the date of execution of the buyer agreement or sanction of plans or commencement of construction whichever is later. Therefore, due date for possession was 13.08.2012.
- g) That in 2012, when the complainant approached the respondent for possession, the complainant was shocked to know that the project was

far from being completed and construction had barely started. The respondent had asked for more time to deliver the possession and had promised to continue paying monthly assured return to the complainant in compliance with the mou dated 30.03.2008. The complainant in fear of losing his hard-earned money agreed to grant some more time to the respondent to complete the project.

- h) That the respondent was continuously paying monthly assured return to the complainant till March 2017 and stopped paying the same thereafter which is clearly violative of the mou dated 30.03.2008 as the respondent was bound to pay assured return to the complainant till leasing out the said unit which hasn't happened till date.
- i) That on 16.08.2017, the respondent received the occupation certificate from DTCP Haryana for Block-A (G.F to 18th Floor), Block-B (G.F to 2nd Floor). The unit allotted to the complainant was on the 8th floor in Tower-B, whereas the respondent had only received OC for Block-A (G.F to 18th Floor), Block-B (G.F to 2nd Floor).
- j) That the respondent till date has failed to offer possession of the said unit to the complainant. Even if we consider that complete occupation certificate was granted to the respondent on 16.08.2017, even then, according to mou dated 30.03.2008, the respondent had to pay monthly assured return of Rs. 65,000/- per month to the complainant till such time the respondent is not able to lease the said commercial unit, which the respondent has clearly, deliberately and intentionally failed to do.

C. Relief sought by the complainant:

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

- I. Direct the respondent to make legal and complete offer of possession as well as get registry of the said unit done at the earliest after receiving

necessary government licenses and approvals from the relevant/competent authority.

- II. Direct the respondent to pay interest at the prescribed rate for delayed possession compensation.
 - III. Direct the respondent to pay the pending assured return of approximately Rs. 65,000/- per month due for 93 months amounting to Rs.60,45,000/-.
 - IV. Direct the respondent to pay an additional amount of Rs. 2,00,000.- to the complainant towards litigation cost.
5. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds: -
- a) That at the very outset, it is further submitted that the complainant is nothing but an investor who had booked the commercial unit under assured return scheme to make lucrative return and therefore, the Complainant do not fall within the definition of allottee and is rather a speculative investor who intended to invest in the commercial unit for commercial gains only.
 - b) That in the present complaint, the complainant along with was allotted unit no. 820, 8th floor, tower a (office space), admeasuring 1000 sq. ft. in the project 'floreale towers', located at sector-83, Gurugram, Haryana for a consideration of Rs. 38,73,640/- as the said unit in question was subject to escalation.
 - c) That the memorandum of understanding was executed between the parties on 30.03.2008 and the space buyer agreement between the parties took place on 13.08.2009 wherein as per clause 10.1 of the buyer

agreement, the respondent was supposed to hand over the possession within a period of 36 months from the date of execution of the space buyer agreement or sanction of plans or commencement of construction whichever is later.

- d) That the respondent vide letter dated 26.12.2014 was informed that the construction of the project in question is complete and the payment of the assured return amount shall continue as per the mou dated 30.03.2008. There was a change in the zoning plan due to which the area/ size of the units was also increased but not more than 10% and the land owner company, i.e., Seratum Land and Housing Pvt. Ltd. (herein referred to as "Seratum") had sent a letter regarding the approval from Director General Town and Country Planning Haryana vide letter dated 14.03.2014 wherein it was requested grant of occupation certificate since the project in question was complete and to deposit compounding charges as per prevailing policies.
- e) That on 22.05.2014 a letter was received from DTCP, Haryana was received by Seratum wherein the amount of the compounding fees was informed and vide letter dated 06.09.2014, Seratum informed DTCP regarding making payment of the requisite fees along with the details. Again the respondent as well as seratum vide letters dated 17.11.2014 and 21.04.2016 respectively requested for grant of occupation certificate but the same was issued by the statutory authority only on 16.08.2017. The final approval of the building plans/ zonal area was received by the respondent on 24.01.2017 and 25.01.2017 by the DTCP, Haryana. The respondent has acted in complete bona-fide manner but due to the internal working at the DTCP, the occupation certificate was issued with delay.
- f) That despite all these litigations and obstructions, the unit in question was made ready and available for the complainant. The complainant was

offered constructive possession vide letter dated 31.03.2018 to the complainant along with statement of account for remittance of the outstanding amount. Immediately after the receipt of the occupation certificate, the complainant was apprised about the fact that the occupation certificate has been duly received by the respondent and the complainant was thereby offered possession vide letter dated 31.03.2018 and requested the complainant to comply with all the possession formalities and execution of the conveyance deed. The complainant was provided with a statement of account bearing the outstanding the amount of Rs. 8,68,740/- was accrued outstanding on the part of the complainant.

- g) That it is pertinent to note that the complainant has already received a total amount of Rs. 79,95,000/- as part of assured return to the complainant from April 2008 to June 2018. Vide letter dated 09.08.2018, the complainant was again reminded by the respondent to provide with the GPA to put the unit on lease and further informed the complainant that the assured return amount shall remain suspended on the willful neglect on the part of the complainant with respect to the terms/ clauses of the mou and sba, despite that the complainant did not come forward to take the possession of the unit in question, non-payment of the outstanding dues and non-execution of the conveyance deed and gpa.
- h) That the complainant is not coming forward to take the possession of the unit in question due to which the respondent was burdened with maintaining the unit in question. It is also submitted that the complainant has ignored all the communications with the respondent due to which the respondent is duty bound to levy the delay penalty accrued on the outstanding amount along with holding charges since the complainant is not coming forward to take the possession of the unit in question. The respondent vide letter dated 12.11.2018 and 18.12.2018 had cancelled the

unit in question in the name of the complainant since the complainant was neither coming forward to take the possession of the unit nor the complainant executed any GPA so that the unit of the complainant could be put on lease. The complainant is not willing to execute the conveyance deed, separate maintenance agreement and hence, the unit of the complainant was duly cancelled and after adjustment of the already paid amount of the assured return, the respondent was not under the burden of making refund to the complainant.

- i) That it is submitted that as per clause 11.1 of the buyer agreement which clearly states that respondent shall be entitled to extension of time for delivery of possession of the said premises if such performance is prevented or delayed due to conditions as mentioned therein. The respondent has acted in accordance with the terms and conditions of the buyer's agreement executed between the parties on their own free will. The complainant was duly informed about the Schedule of possession as per clauses 10.1 of the sba entered into between the complainant and respondent.
- j) That it is clear that as per the clause 10.1, the company was to handover the possession of the unit within 36 months from the date of execution of the sba, unless there shall be delay or there shall be failure due to reasons mentioned in clauses (11.1), (11.2) and Clause (38) or due to failure of allottee.
- k) That the Hon'ble Authority has no jurisdiction to entertain the present complaint as the unit allotted to the complainant was under the Assured Return scheme and therefore, the matter falls under the Banning of Unregulated Deposit Schemes Act, 2019.
- l) That it is pertinent to note that there is no provision in the Real Estate (Regulation and Development) Act, 2016 which empowers the Hon'ble

Authority to grant assured return or interest on assured return. It is further submitted that the complainant cannot seek assured return and compensation both as a matter of relief as the same is against the principle of natural justice. Thus, based on this principle the Hon'ble Authority by accepting/ admitting the present complaint is exercising the adjudicatory function which is against the principle of law.

- m) That from the facts as narrated above, the present complaint is liable to dismissed and the complainant is not entitled to any reliefs as claimed herein before this Hon'ble Authority.
- n) That without prejudice to the aforementioned submissions, it is submitted that even otherwise the complainant cannot invoke the jurisdiction of the hon'ble authority in respect of the unit allotted to the complainant, especially when there is an arbitration clause provided in the space buyer agreement, whereby all or any disputes arising out of or touching upon or in relation to the terms of the said agreement or its termination and respective rights and obligations, is to be settled amicable failing which the same is to be settled through arbitration. Once the parties have agreed to have adjudication carried out by an alternative dispute redressal forum, invoking the jurisdiction of this Hon'ble Authority, is misconceived, erroneous and misplaced. The space buyer agreement attached by the complainants themselves is containing the arbitration clause 46.

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 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

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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, 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)(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 quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Observation of Authority with regard to maintainability of complaint on account of being barred by limitation.

12. On consideration of the documents available on record, the Authority observes that the complainant herein was allotted a unit bearing no. 820, on 8th floor in in tower b, admeasuring 1000 sq. ft., in project of the respondent

named "Floreal Towers " situated at Sector-83. An mou was executed between the parties on 30.03.2008 and as per clause 2 of the mou the respondent shall give an investment return @ 65/- per sq. ft. per month i.e., Rs. 65,000/- with effect from 1st April, 2008 on or before 7th day of every month for which it is due till such time the developer is not able to lease the proposed office space. The buyer's agreement was executed between the parties on 13.08.2009. Further, in terms of clause 10 of the said buyer's agreement, the due date for handing over possession comes out to be 13.08.2012. The complainant has paid an amount of Rs.28,00,000/- against the sale consideration of Rs.28,00,000/-.

13. The occupation certificate was obtained by the respondent on 16.08.2017. The respondent offered the constructive possession to the complainant on 31.03.2018. The respondent in its reply has stated that the complainant was not coming forward to take the possession of the unit in question and the complainant has not cleared the pending dues therefore the respondent has cancelled the unit of the complainant on 18.12.2018 in the name of the complainant since the complainant was neither coming forward to take the possession of the unit nor the complainant executed any GPA so that the unit of the complainant could be put on lease.
14. Now the question arises whether the cancellation done by the respondent is valid or not? The respondent in its reply has stated that coming forward to take the possession of the unit in question and the complainant has not cleared the pending dues therefore the respondent has cancelled the unit of the complainant on 18.12.2018 in the name of the complainant since the complainant was neither coming forward to take the possession of the unit nor the complainant executed any GPA so that the unit can be put on lease.
15. It is pertinent to note that, in the present case, the complainant has paid the entire sale consideration amounting to Rs. 28,00,000/-. The mere fact that

the complainant has not taken possession of the unit cannot be considered a valid or legal ground for cancellation, particularly when no outstanding dues remain payable by the complainant. Therefore, the cancellation letter dated 18.12.2018 is arbitrary and unjustified in law. Consequently, the cancellation effected by the respondent is invalid and is hereby set aside.

16. The present complaint has been instituted on 23.01.2025, nearly 6 years after the last letter which was sent by the respondent on 18.12.2018. Further, the complainant has not placed on record any material to demonstrate continuous correspondence, subsisting protest, or any legal proceedings initiated during this interregnum period so as to keep the cause of action alive. Such an extraordinary delay has neither been explained nor justified by the complainant at any stage of the proceedings. The record demonstrates complete and prolonged inaction on the part of the complainant for more than 6 years from the date of last reminder until the filing of the present complaint. The complainant remained wholly inactive in asserting or pursuing his alleged rights and did not approach any forum during this entire period. This unexplained and inordinate delay defeats the very object of timely redressal contemplated under the Act.

17. 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 cancellation was preceded by multiple opportunities extended to the complainant. Entertaining such stale claims would run contrary to well-settled principles of equity, limitation, and jurisprudence.

18. While it is correct that the Real Estate (Regulation and Development) Act, 2016 does not prescribe a specific limitation period for filing a complaint, it is equally well settled that a party invoking the jurisdiction of this Authority must do so within a reasonable time. The absence of a statutory limitation

does not confer an unfettered right to agitate claims after an inordinate and unexplained delay.

19. 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.
20. 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.
21. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any justifiable cause.
22. In the present case, the cause of action arose on 18.12.2018 when the respondent sent the cancellation letter to the complainant on 18.12.2018 and

the present complaint has been filed by the complainant on 23.01.2025, which is 6 years and 1 month and 5 days after the cancellation letter was sent by the respondent. The complaint has not been filed within a reasonable period of time nor have the complainant explained any grounds for the delay in filing the same. 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.

23. 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 dismissed being barred by limitation and the reliefs prayed for cannot be granted.
24. In view of the above, the complaint is dismissed being not maintainable with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law.
25. File be consigned to the registry.


(Phool Singh Saini)

Member


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated:20.01.2026