

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

Complaint no.	:	4634 of 2025
First date of hearing:		22.10.2024
Date of decision	:	27.01.2026

Mr. Sumit Pal
R/o - 1527, Sector 17C, Gurgaon

Complainant

Versus

M/s SS Group Pvt. Ltd.
Registered Office: 4th floor, The Plaza, MG Road, Gurgaon-
122002, Haryana, India.

Respondent

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Sh. Kanish Bangia (Advocate)
Sh. Dhruv Dutt Sharma (Advocate)

**Complainant
Respondent**

ORDER

1. This order shall dispose of the aforesaid complaint titled above filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

A. Project and unit related details.

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), 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 of the project	"The Leaf", Sector 85, Gurugram
2.	Nature of project	Group Housing Complex
3.	RERA Registered/ Not Registered	Registered 23 of 2019 dated 01.05.2019
4.	DTPC License no.	81 of 2011 dated 16.09.2011 Validity up to 15.09.2024 Licensed area 11.9 Acres
5.	Allotment letter issued in favour of M/s Samrajya Infrastructure Pvt. Ltd.	10.09.2012 (page 13 of complaint)
5.	Unit no.	14B, tower 2 [page 13 of complaint]
6.	Unit measuring	1690 Sq. Ft. (super area) [page 13 of complaint]
9.	Date of execution of floor buyer's agreement	NA
10.	Agreement to sell	10.12.2012 (page 22 of complaint) * Note: clear copy is not provided
10.	Possession clause	NA
11.	Due date of possession	Can't be ascertained
12.	Total sale consideration	Rs. 93,15,740/- (page 20 of complaint)
13.	Total amount paid by the complainant	Rs. 18,27,944 /- admitted by the respondent. (approx. 20% of sale consideration)
14.	Occupation certificate dated	09.05.2022 (page 47 of reply)
15.	Demand letter issued in favor of SIPL	8.10.2013
16.	Final Notice	06.12.2013 along with postal receipt dated 17.04.2014
15.	Cancellation letter issued in favour of SIPL	11.04.2014 (page 25 of reply)

B. Facts of the complaint

3. The complainant has made following submissions in the complaint:



- i. That pursuant to the elaborate advertisements, assurances, representations and promises made by respondent about their project called "The Lead" at Sector 85, Gurugram with impeccable facilities and believing the same to be correct and true, the complainant considered purchasing a 2BHK unit bearing no. 14B, in tower 2, admeasuring 1690 sq.ft. for a basic sale price of Rs. 78,68,640/- and other additional charges.
- ii. That on 10.12.2012, the original allottee M/s Samrajya Infrastructure Pvt. Ltd. applied for a unit in the respondent's project. The unit was later sold to the complainant through an agreement to sell dated 10.12.2012. On 17.12.2012, the complainant also made a payment of Rs. 9,13,972/- to the respondent.
- iii. That in 2012, the complainant further made a payment of Rs. 18,27,944/- to the respondent and the previous allottee, as part of the amount that had already been paid to the respondent. Despite these substantial payments, the respondent has failed to issue any document in the complainant's name till date.
- iv. The complainant repeatedly requested the respondent to issue the BBA in his name and handover the possession of the unit. However, the respondent accepted more than 10% of the total consideration before executing the BBA, which is a clear violation of the Section 13 of the Act, 2016. As per clause 10.1 of the BBA, the respondent was supposed to offer possession within 36 months from the date of agreement execution, with a grace period of 6 months. Even after a delay of more than 10 years from the promised possession date, the respondent has still not offered possession of the unit. The complainant made timely payments for all demands raised by the respondent, hoping for a valid offer of possession.

However, the respondent, despite having received large sums of money, has neither handed over possession nor executed the builder buyer agreement in the complainant's name. Till date, no official document related to the unit has been issued by the respondent in the complainant's name. feeling cheated and left without any other option, the complainant has now approached the Authority seeking a refund of the amount paid, along with relief for the delay and distress caused

- v. That the respondent deliberately and with a mischievous intent tricked the complainant through false promises and forced into paying up huge amounts to the respondent.
- vi. That the complaint sets out the various deficiencies in services, unfair and restrictive trade practices adopted by the respondent in sale of their units and the provisions allied to it. The modus operandi adopted by the respondent invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract of duping of the consumers by not delivering the project in time.
- vii. That the respondents were in receipt of a sum of Rs. 16,18,750/- before the execution of the buyer agreement which is clear violation of Section 13(1) of the Act, 2016.
- viii. That the complainants booked the flat in 2012 and as per clause 10.1 of the buyer's agreement dated 13.09.2012, the respondent was required to offer possession of the unit within 36 months from date of execution of agreement along with a grace period of 6 months i.e., by mid of March 2016. However, the possession was not offered till date.
- ix. That the respondent is guilty of deficiency in service within the purview of provisions of the Act, 2016 and the Rules, 2017. The complainant has

suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Act, 2016 and Rules, 2017.

C. Relief sought by the complainant

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

I. Direct the respondent to refund the total amount paid to them amount to Rs. 18,27,944/- along with interest calculated at the MCLR rate of SBI plus 2% from the date of first payment.

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.

i. That at the outset, respondent humbly submits that each and every averment and contention, as made in the complaint, unless specifically admitted, be taken to have been categorically denied by the respondent and may be read as travesty of facts.

ii. That further, without prejudice to the aforementioned, even if it was to be assumed though not admitting that the filing of the complaint is not without jurisdiction, even then the claim as raised cannot be said to be maintainable and is liable to be rejected for the reasons as ensuing.

iii. That the present complaint is not maintainable under the provisions of the Act, 2016 and is liable to be dismissed at the very threshold, as the complainant has no locus standi to file the present complaint against the

respondent. The complainant is not an allottee as defined under the Act, 2016.

- iv. That initially the unit was booked by M/s Samrajya Infrastructure Pvt. Ltd. On 10.09.2012, SIPL was allotted unit no. 14B, 2BHK + PR having an approximate super area of 1690 Sq.ft. in tower 2 of the project "The leaf" at the basic rate of Rs. 4,656/- per sq.ft. and PLC of Rs. 200/- per sq.ft., EDC of Rs. 355 per sq.ft., IDC of Rs. 35/- per sq.ft. to be payable as per the payment plan.
- v. That at no point of time was any transfer assignment or conveyance of rights in the said unit ever informed to, acknowledged by or approved by the respondent. The alleged transfer or assignment, if any, between the complainant and SIPL is entirely inter se and has no legal effect upon the rights and obligations of the respondent, in the absence of prior written consent and requisite endorsement in the records of the respondent.
- vi. That there is no probity of contract between the complainant and the respondent. The complainant has neither executed any agreement for sale, buyer's agreement nor entered into any contractual relationship with the respondent and hence no legal right, claim or cause of action accrues to the complainant against the respondent. The respondent is not a party to any alleged agreement or understanding between the complainant and SIPL. Therefore, the complainant cannot claim any relief against the respondent.
- vii. That SIPL has failed to make timely payments in accordance with the terms and conditions of the allotment letter as well as the payment plan annexed thereto, and therefore, the present complaint is liable to be rejected. The total sale consideration of Rs. 93,15,740/-, SIPL has paid only



a sum of Rs. 18,27,944/-, which is approximately 20% of the agreed sale consideration. Despite having expressly agreed to adhere to the payment plan, SIPL willfully defaulted in making further payments towards the sale consideration of the Flat, and thereby committed a breach of their contractual obligations.

- viii. That a demand letter / reminder dated 08.10.2013 for Rs. 9,13,972/- (excluding interest) was issued to SIPL towards the milestone due on 'Commencement of Construction Work', however, despite receipt of the said letter, SIPL failed to make any payment.
- ix. That since SIPL failed to make payment of outstanding dues, the respondent was constrained to issue a Final Notice dated 06.12.2013, thereby granting SIPL a final opportunity to clear all outstanding dues within 07 days, failing which the allotment was to stand cancelled. Despite receipt of the said notice, SIPL failed to come forward and make the payment.
- x. That upon failure of SIPL to make the payment, the respondent was therefore constrained to cancel the booking/allotment of SIPL vide cancellation notice/letter dated 11.04.2014. Consequently, SIPL was left with no right, title, interest etc. in respect of the said unit.
- xi. That the respondent has duly obtained the Occupation Certificate dated 09.05.2022 in respect of the tower where the unit in question is situated. Without prejudice to the forgoing, the present complaint is hopelessly barred by limitation. The alleged agreement between SIPL and complainant is stated to be dated 10.12.2012 and the allotment in favor of SIPL was cancelled by the respondent on 11.04.2014. The present complaint has been filed after an inordinate and unexplained delay of

more than 11 years from the date of cancellation. The complainant, who neither made any inquiry nor took any steps, cannot now seek to revive a time-barred and extinguished claim. The complaint is, therefore, liable to be dismissed in limine as being barred by limitation.

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) 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 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. Observations of Authority with regard to maintainability of complaint on account of complaint is barred by limitation.

12. The respondent has filed the reply on 10.11.2025, which is taken on record and raised the preliminary objection in its reply that the complaint is not maintainable being barred by limitation. It is necessary to deal with the preliminary objection before proceeding with the reliefs sought by the complainant.

13. During the proceedings dated 27.01.2026, the complainant submitted that he has filed the present complaint seeking refund of the amount deposited by him. It was stated that on 10.12.2012, the original allottee, M/s Samrajya Infrastructure Pvt. Ltd., applied for a unit in the respondent's project and the said unit was subsequently sold to the complainant through an agreement to sell dated 10.12.2012.

14. On the other hand, the respondent submitted that the unit was initially booked by M/s Samrajya Infrastructure Pvt. Ltd. On 10.09.2012, unit no. 14B, 2BHK + PR, having an approximate super area of 1690 sq. ft., in Tower 2 of the project "The Leaf was allotted to it". The respondent further contended that at

no point of time was the said unit transferred or assigned in favour of the complainant with the prior approval of the respondent. Any alleged transfer or arrangement between the complainant and M/s Samrajya Infrastructure Pvt. Ltd., if any, is entirely inter se between them and has no legal effect on the rights and obligations of the respondent in the absence of agreement and the requisite endorsement in the records of the respondent. The respondent further submitted that there is no privity of contract between the complainant and the respondent, as the complainant has neither executed any agreement for sale or buyer's agreement nor entered into any contractual relationship with the respondent. Consequently, no legal right, claim, or cause of action accrues to the complainant against the respondent. It was also stated that the respondent is not a party to any alleged agreement or understanding between the complainant and M/s Samrajya Infrastructure Pvt. Ltd.

15. The respondent further contended that the present complaint is hopelessly barred by limitation. The alleged agreement between M/s Samrajya Infrastructure Pvt. Ltd. and the complainant is stated to be dated 10.12.2012, whereas the allotment in favour of M/s Samrajya Infrastructure Pvt. Ltd. was cancelled by the respondent on 11.04.2014. The present complaint has been filed after an inordinate and unexplained delay of more than 11 years from the date of cancellation. The complainant, who neither made any inquiry nor took any steps within the prescribed period, cannot now seek to revive a time-barred and extinguished claim.

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. Furthermore, an allotment letter dated 10.09.2012 was issued by the M/s S.S. Group Pvt. Ltd. in favour of M/s Samrajya Infrastructure Pvt. Ltd. Thereafter, M/s Samrajya Infrastructure Pvt. Ltd. sold the unit to the complainant herein vide an agreement to sell dated 10.12.2012. The respondent never endorsed the unit in favour of the complainant. Therefore, no contractual obligation arises between the parties herein, and the complainant does not fall within the definition of an "allottee" as provided under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016.

"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent

19. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant, in the absence of an

allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.


20. Moreover, Section 29 of the Indian Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. This Authority observes that, for a legally enforceable contract to come into existence, there must be *consensus ad idem* on the essential terms, such as the identification of the unit, consideration, payment schedule, and the rights and obligations of the parties. These essential terms are ordinarily crystallized through an allotment letter and an agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.
21. Since no allotment letter, agreement, or confirmation of allotment was ever issued in the favour of complainant, and in the absence of any concluded allotment or legally recognised interest in the project, the complainant lacks the requisite locus standi to maintain the present complaint before the Authority.
22. In view of the above facts and circumstances, this Authority holds that the complainant does not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.
23. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking refund of entire paid up amount along with interest, is not maintainable *firstly*, after such a long period of time as the law is not meant for those who are dormant over their rights and *secondly*, the complainant does not fall under the



definition of Allottee. 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. In light of the above, the complaint stands dismissed.

24. In view of the above, the complaint is **dismissed** as being not maintainable, with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law.
25. The complaints stand disposed of.
26. Files be consigned to registry.


(Phool Singh Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
27.01.2026

HARERA
GURUGRAM