

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

Complaint no.: 2917 of 2025
Date of filing: 02.07.2025
Date of order: 13.02.2026

Pooja
R/o: W/o Manoj Kumar, Chandu (44)
Budhera, District Gurugram, Haryana -
122505.

Complainant

Versus

M/s Czar Buildwell Private Limited
Regd. Office at: 302-A, Global Foyer Mall,
Sector-43, Golf Course Road, Gurugram -
122009.

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Mohit Kumar (Advocate)

None

**Complainant
Respondent**

EX-PARTE 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:

S. N.	Particulars	Details
1.	Name and location of the project	"Mahira Homes 95" at Sector-95, Village Dhorka, Gurugram
2.	Project area	6.05 Acres
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license	24 of 2020 dated 10.09.2020 Valid up to 09.09.2025
5.	Name of Licensee	M/s Czar Buildwell Private Limited
6.	RERA Registered & validity status	RERA Registration Revoked
7.	Unit no.	T6-1304, Floor 13, Tower-6 (As mentioned in allotment letter dated 08.12.2020 at 17 of complaint)
8.	Unit area	507.68 sq. ft. (carpet area) 100 sq. ft. (balcony area) (As mentioned in allotment letter dated 10.03.2021 at 17 of complaint)
9.	Welcome letter	08.12.2020 (As per page no.16 of complaint)
10.	Allotment letter	08.12.2020 (As per page no.17-18 of complaint)
11.	Date of execution of buyer's agreement	17.11.2021 (as per page 21 of complaint)
12.	Date of building plan approval	25.10.2021 (As per information provided by the respondent on website at the time of registration of project)
13.	Date of environment clearance	27.04.2022 (As per the website of SEIAA, Haryana)
14.	Possession clause	4.Possession The developer proposes to offer

		possession of the said apartment to the allottee within a period of 4 years from the approval of building plans or grant of environment clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. (As per page 30 of the complaint)
15.	Due date of possession	27.04.2026 (Note: Due date of possession to be calculated 4 years from the date of environmental clearance dated 27.04.2022 being later]
16.	Total sale consideration	Rs.21,01,544/- (As per clause 2 of BBA at page 26 of complaint)
17.	Amount paid	Rs.15,76,154/- (as per statement of account dated 03.04.2023 at page 55-56 of complaint)
18.	Occupation Certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the respondent is a company engaged in the business of construction and development of residential projects.
- II. That in the 2021 the respondent company issued an advertisement announcing an affordable project called Mahira Homes-95.
- III. That the complainants applied for allotment of one residential unit in the above said project namely "Mahira Homes - 95" having a residential at the basic sale price of Rs.21,01,544/- and paid an amount of Rs.1,05,077/-, as booking fees. That the respondent issued a welcome letter on 08.12.2020.

- IV. That the complainant was allotted residential flat in the project vide allotment letter dated 08-12-2020 against her application bearing no.MH95-6649. The respondent issued an allotment letter dated 08.12.2020 wherein the respondent allotted the unit 2BHK TYPE-B, T6-1304 space of 507.684 sq. ft. (carpet area) in the said project in favour of the complainant.
- V. That the complainant paid Rs.1,05,077/- at the time of booking and then Rs.4,20,309/- within 15 days of issuance of the allotment as per the payment plan.
- VI. That however, the respondent did not intimate any timeline within which the buyer's agreement would be executed. Finally, after 11 months from the date of booking, the Builder buyer agreement was executed on 17.11.2021.
- VII. That as per the payment plan the respondent had to deliver the possession within a period of 36 months from the date of the allotment of the unit. Hence the due date of possession is calculated from the date of allotment which comes out to be December 2023.
- VIII. That Since the complainant was already a trapped customer having invested substantial amounts of his hard-earned money in the project, the complainant was constrained to execute the retail buyer's agreement dated 15.01.2014.
- IX. That upon execution of the buyer's agreement, the respondent company issued several demand letters purportedly as per the payment plan and the complainant duly paid the amount demanded by the respondent company through these demand letters.
- X. That as per the statement of account issued by the respondent dated 03.04.2023 which evidently shows that the complainants had paid a sum

- of Rs.15,76,154/- by February, 2023 out of a total sale price of Rs.21,01,544 as specified in the buyer's agreement.
- XI. Pursuant to such payment, the complainant had in aggregate paid a sum of Rs.15,76,154/- to the respondent, further, it is pertinent to note that the respondent had not shown any construction work carried out by the respondent.
- XII. That even after receiving of 80% of the basic price towards all charges, the respondent did not undertake any construction on the project. The complainant repeatedly requested the respondent to provide status of construction as well as information on the expected date of delivery of the project. When no construction was taking place for more than 1 year, the complainant visited the office and the site of construction and was shocked to see that no activity was ongoing.
- XIII. When the complainant realized that no construction activities were undertaken for a period of 2 years, The complainant started making queries from other allottees that were similarly situated. As such all the representations provided by the respondent in terms of the buyer's agreement were found to be deceptive and false.
- XIV. That even after expiry of 4 years from the date of booking, till date there is no development on the project land for last four years and the construction activities.
- XV. That the acts of the respondent are palpably unfair trade practice as innocent customers are lured into buying projects from them only to suffer financial loss later, not to speak of immense mental stress and harassment.
- XVI. That respondent has breached the fundamental term of the contract by inordinately delaying delivery of the possession. The respondent has committed various acts of omission and commissions by making incorrect

and false statements in the advertisement materials as well as by committing other serious acts as mentioned in preceding paragraphs.

XVII. That this Authority has the jurisdiction to try the present complaint as it is by now settled that under Section 31 of the RERA Act, any aggrieved person may file a complaint pertaining to any housing project, either registered or unregistered. That this complaint has been made bonafide and in the interest of justice.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - a. Pass appropriate directions to the respondent company to refund the amount of Rs.15,76,154/-.
 - b. Pass appropriate directions to the respondent to pay interest on the amount of Rs 15,76,154/- from the date of deposit till the date of actual receipt at the prescribed rates.
 - c. Award a cost of Rs.10,00,00/- towards litigation expenses in favour of the complainant and against the opposite party.
 - d. Pass any other order as this Authority may deem fit and proper in the interest of justice.
5. The present complaint was filed on 02.07.2025 and registered as complaint no. 2917 of 2025. As per the registry, complainant sent copies of complaint along with annexures through speed post as well as through email. The tracking report of the same has been submitted by the complainant with the complaint. The proof regarding the delivery of the complaint along with annexures made to the respondent, has been submitted by the complainant as available in the file. The registry of the Authority sent a notice with a copy of the complaint along with annexures through speed post on 04.07.2025 bearing tracking no. EH147749602IN and Registry has also sent the notice along with a copy of the complaint through email dated 04.07.2025 and the mail was duly served. Despite service of notice through e-mail as well as speed post, the respondent failed to appear and to submit any reply.

Accordingly, the Authority is left with no other option but to proceed ex-parte against the respondent and hence vide order dated 13.02.2026, the respondent was proceeded ex-parte.

6. 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 based on these undisputed documents and submission made by the complainant.

D. Jurisdiction of the Authority:

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

D. I Territorial jurisdiction

8. 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.

D. II Subject matter jurisdiction

9. 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

10. 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.
11. Further, the Authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** SCC Online SC 1044 decided on 11.11.2021 and followed in ***M/s Sana Realtors Private Limited & others V/s Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022 wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

12. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of *M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. and M/s Sana Realtors Private Limited & others V/s Union of India & others (supra)*, the Authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

E. Findings on relief sought by the complainant:

E.I Direct the respondent to refund the amount of Rs.15,76,154/- along with interest from the date of deposit till the date of actual receipt at the prescribed rates.

E.II Pass any other order as the Authority may deem fit in the interest of justice.

13. The complainant applied for the allotment in the affordable housing project i.e., "Mahira Homes-95" located in Sector-95, Gurugram being developed by the respondent i.e., M/s Czar Buildwell Private Limited. The respondent issued an allotment letter dated 08.12.2020 in favor of the complainant and thereby intimated to the complainant about the allotment of unit no. T6-1304 in Tower-T6 for the total sale consideration of Rs.21,01,544/-. She has paid a sum of Rs.15,76,154/- towards the subject unit. Thereafter, the builder buyer agreement has been executed between the parties on 17.11.2021. The possession of the unit was to be offered within 4 years from the approval of building plans (25.10.2021) or from the date of environment clearance (27.04.2022), whichever is later, which comes out to be 27.04.2026, calculated from the date of environment clearance, being later. On knowing about the status of the project, the complainant requested the respondent to refund the amount paid by the complainant as she wanted to withdraw from the project.

14. It is pertinent to mention that the Authority on 28.05.2022 initiated Suo-Motu action against the promoter under Section 35 of the Act, 2016 based upon the site visit report submitted on 18.05.2022, wherein it is clearly

stated that the physical progress of the project was approximately 05-07% and progress of construction works did not seem commensurate to the payments withdrawn from the bank accounts. Moreover, on 17.05.2022 the Director Town & Country Planning blacklisted the said developer from grant of license on account of submitting forged and fabricated bank guarantees and also forged signatures of the bank officials on the bank guarantees being submitted by M/s CZAR Buildwell Pvt. Ltd which was subsequently withdrawn by the department on 21.07.2022 subject to fulfillment of certain conditions. Also, on 19.05.2022 all the accounts were freezed by the Authority due to non-compliance of the provisions of the Act, 2016. The Authority initiated Suo-moto revocation proceedings under Section 35 of the Act, 2016. Therefore, the Authority vide order dated 11.03.2024 revoked the registration certificate of the project under Section 7(1) of the Act, 2016 and accordingly the respondent company shall not be able to sell the unsold inventories in the project and also, the accounts are freezed, therefore, this amounts to discontinuation of business of the respondent.

15. The Authority considering the above mentioned facts opines that although the due date of possession has not lapsed yet, Section 18 of the Act, 2016 is invoked if the promoter is unable to handover the possession of the unit as per the terms of the agreement **due to discontinuance of its business as developer on account of suspension or revocation of the registration under this Act** or any other reason and then the complainant is entitled for entire refund of the amount paid to the respondent along with the prescribed rate of interest. The relevant portion is reproduced herein below for the ready reference:

“Section 18: Return of amount & compensation:

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, -

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
(b) due to discontinuance of his business as a developer on account of **suspension or revocation of the registration under this Act or for any other reason,**

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:.....”

16. The Authority is of the view that since vide order dated 11.03.2024 the registration certificate of the project stands revoked under Section 7(1) of the Act, 2016, therefore, the promoter cannot carry out the business in presence of the said circumstances, also due to the promoter's serious violations, there seems no possibility of completing the said project by the due date. Thus, the Authority is of the view that the complainant is entitled to his right under Section 18(1)(b) read with Section 19(4) of the Act of 2016 to claim the refund of amount paid along with interest at prescribed rate from the promoter. Accordingly, the Authority directs the respondent to refund the paid-up amount of Rs.15,76,154/- received by it along with interest at the rate of 10.80% p.a. as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realization of the amount.

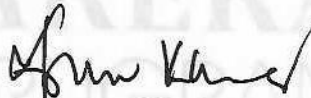
E.III Award a cost of Rs.10,00,00/- towards litigation expenses in favour of the complainant and against the opposite party.

17. The complainant is seeking above mentioned relief w.r.t litigation cost. The 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. (supra)**, has held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense shall be adjudged by the adjudicating

officer having due regard to the factors mentioned in Section 72. Therefore, the complainant may approach the adjudicating officer for seeking the relief of compensation.

F. Directions of the Authority:

18. Hence, the Authority hereby passes this order and issue 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):
 - a. The respondent /promoter is directed to refund the amount i.e., Rs.15,76,154/- received by it along with interest at the rate of 10.80% p.a. as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till its actual realisation.
 - b. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
19. Complaint stands disposed of.
20. File be consigned to registry.


Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026