

Jitender Yadav vs. M/s Orris Infrastructure Pvt. Ltd.

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**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA
REAL ESTATE REGULATORY AUHORITY, GURUGRAM.**

Complaint No. 169-2025

Date of Decision: 13.04.2026

**Jitendra Yadav, R/o H.no. 5/26, Shivaji Nagar, Gurugram, Haryana-
122001.**

Complainant

Versus

- 1. M/s Orris Infrastructure Private Limited, Address: J-10/5, DLF
Phase-2, MG Road, Gurugram, Haryana- 122012.**
- 2. M/s Philby Real Estate, Address: Town Square, 73/J/1, Central
Corridor, Vatika Next, Opposite Vatika, Sector-83, Gurugram.**

Respondents

APPEARANCE

For Complainant: Mr. Gaurav Bhardwaj, Advocate.
For Respondents: Ms. Charu Rustagi, Advocate.

ORDER

- 1. This is a complaint, filed by Mr. Jitendra Yadav (allottee), under
section 31 of The Real Estate (Regulation and Development), Act 2016 (in
brief Act of 2016) against M/s Orris Infrastructure Private Limited and
M/s Philby Real Estate (promoters).**


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2. Brief facts of complainant's case are that on 03.07.2021 he (complainant) received an offer through text message from person named Vikas Yadav claimed himself to be the Authorized Representative of a real estate Firm/Company of "Philby Real Estate" (respondent no.2) regarding availability of plot in a project namely "Woodview Residencies" by M/s Orris Infrastructure Pvt. Ltd. (respondent no.1), located in Sector-89 & 90, Gurugram, Haryana. He also assured that Philby Real Estate is a channel partner of respondent no.1. Subsequently, he (complainant) contacted the same person and inquired about the availability of the plot.

3. That subsequently the respondent no.1 through its channel partner (respondent no.2) contacted the complainant, where respondents gave false assurances and misleading representations by sharing maps of the plotted colony and their work plan on the aforementioned project. Respondents also requested the complainant to book the unit by paying an amount of Rs.5,00,000/- via cheque bearing no. 000203 dated 12.07.2021 initially and further requested to make the payment of Rs.23,87,200/- on or before execution of agreement to sell. Believing upon the false assurance of the respondents, he (complainant) has paid the remaining amount Rs.9,00,000/- via cheque bearing no. 000204 dated 24.08.2021, Rs.5,00,000/- via cheque bearing no. 000205

dated 24.08.2021, Rs.10,00,000/- via cheque dated 11.11.2021 and Rs.9,87,200/- via cheque bearing no. 000214 dated 12.11.2021, totaling to Rs.28,87,200/-. Subsequently, a Builder Buyer Agreement (BBA) dated 15.11.2021 has been executed between the complainant and respondent no.1.

4. That respondent has allotted Plot no. B-III-28 admeasuring 192.48 sq. yd. at a basic sale consideration of Rs.50,000/- per sq. yd. However, no formal allotment letter has ever been sent to the complainant regarding allotment of the plot. After one year of making payment and execution of the afore-mentioned agreement, no calls/emails or any kind of communication were received by the complainant. The complainant even made several visits to the project site but to the utter shock of the complainant, no development was there in the project since its inception i.e. at the time of booking of the said project. The complainant after seeing no development on the construction site, visited the respondent and also to a person named Mr. Sanjay Yadav and both had assured the complainant regarding execution of allotment letter and speedy completion of work at project site. However, the respondent failed in handing over allotment letter in accordance with the said agreement.

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5. That the complainant after the expiry of one year from the date of execution of the BBA, visited the Office of the respondents but neither the agreed unit was allotted to the complainant nor the agreed amount has been refunded to the complainant as per BBA. On 20.12.2023 the respondents have clearly refused to allot plot to the complainant but after persistent demands of the complainant for the same, the respondents offered other plots but the complainant refused. Furthermore, the respondents even increased the price of shared units from Rs.50,000/- per sq. yd. to Rs.75,000/- per sq. yd. in case the complainant wished to purchase the shared unit from other allottee. The said acts of the respondents clearly indicated that the unit was not allotted to the complainant so that the same can be sold at higher rates. However, the respondents have illegally used the hard-earned money of the complainant in order to cause a wrongful loss to the complainant and wrongful gain to themselves. The complainant kept painstakingly pursuing the respondents to execute the allotment letter for the plot ad-measuring 192.48 sq. yd. but all in vain.

6. That on 20.02.2024 the respondent Company called the complainant and threatened him to forfeit the paid amount of Rs.28,87,200/- in case the complainant refuses to accept Cheque of

Rs.28,87,200/- . The complainant left with no option received the cheque bearing no. 007417 dated 23.02.2024 amounting to Rs.28,87,200/- and also signed a document title as Undertaking dated 20.02.2024 wherein it has been mentioned that no further claim shall be raised by the complainant. At present the unit price of the complainant is Rs.1,10,000/- (market price 1,25,000) per Sq. Yd. and due to the same reason, the respondents have forcibly returned the money received to the complainant. The same acts of the respondents have caused an immense loss to the complainant as the respondent illegally kept the hard-earned money of the complainant with them and later on refrained from allotting the unit and then forced the complainant to receive the paid money by threatening the complainant to forfeit the same and the said acts of the respondents is illegal, arbitrary and with a sole motive of causing wrongful loss to the complainant.

7. Contending all this, complainants sought following compensations: -

i. To direct the respondent to give Rs.25,00,000/- as compensation on account of loss/injury as well as mental agony suffered by the complainants.

ii. To direct the respondent to make payment of Rs.2,69,47,200/- on account of loss of appreciation of the said unit as the present market rate is Rs.1,90,000/- per Sq. Yd.

iii. To direct the respondent to pay litigation charges to the tune of Rs.1,10,000/-.

iv. Any other relief which the Hon'ble Adjudicating Officer may deem fit in the present case.

8. The respondent no.1 contested the complaint by filing its written reply. The answering respondent denied each and every statement, submissions and contentions set forth in the complaint.

9. That it (respondent no. 1) neither issued any allotment letter to the complainant nor executed any agreement. The above-mentioned amount/consideration for the plot was exclusive of the electrification charges, PLCs, IFMS, Club Membership and other Government Levy statutory charges etc. The complainant and respondent no. 1 executed an agreement dated 25.11.2021 which was signed by the complainant on 01.12.2021 wherein the complainant was "entitled for allotment" a developed plot for 192.48 sq. yds. Therefore, the complainant was not an allottee within the provisions as enshrined under section 2 (d) of the RERA Act, 2016 and was merely a "speculative investor".

10. That after making the payment of Rs.28,87,200/-, the complainant after a lapse of good period/years requested the answering respondent for a refund to which the answering respondent agreed and



on request of the complainant, answering respondent waived the cancellation charges as a good gesture and refunded the entire principle amount paid by the complainant.

11. That the complainant made a formal undertaking dated 20.02.2024 wherein the complainant undertook that the cancellation request for refund was made by according to which the respondent no.1 issued Cheque no. 007417 dated 23.02.2024 drawn from HDFC Bank for an amount of Rs.28,87,200/-. It was also mentioned in the Undertaking dated 20.02.2024 that the said amount was full and final refund towards the cancellation request so raised by the complainant and no future claim shall be raised by the complainant or his legal heirs/representatives.

12. Denying all averments, respondent no. 1 prayed for dismissal of the complaint.

13. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.

14. As described above, complainant alleges himself to be an allottee within the meaning of Section 2 (d) of the Act of 2016, claiming that the respondent allotted him Plot no. B-III-28 admeasuring 192.48 sq. yd. on basic sale consideration of Rs.50,000/- per sq. yd. On the other hand,

respondent claimed that complainant does not fall in the category of allottee, same was an investor.

15. Although the complainant in his affidavit filed in evidence stated on oath that a builder buyer agreement dated 15.11.2021 had been executed between him (complainant) and respondent no. 1, copy of which is annexed as Ex. P5. A document stated to be copy of agreement no. 2021/B (III) 28 dated 15th day of November, 2021 is on the record. Clause (E) (Page No. 2) of this agreement witnessed that the first party (M/s Orris Infrastructure Pvt. Ltd.) had accepted the request of second party (Mr. Jitendra Yadav i.e. complainant) to join hands/contribute/collaborate in/ with its efforts to develop the said additional phase in the aforesaid project and in lieu thereof the second party shall avail the allotment of developed plot or a proposition which has been agreed to by the second party. Para no. 1 mentions that first party was in the process of acquiring more land for upcoming additional phase of project "Woodview Residencies". Para no. 9 of said agreement mentions that first party (respondent) shall obtain license from the Director, Town and Country Planning, Haryana, Chandigarh, within one year from the date of signing of the present agreement. Further, according to para no. 10, in the event first party fails to obtain licence

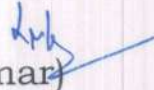
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within a period of one year from the date of signing of the present agreement, the first party had agreed to refund amount of Rs.40,95,012/- to the second party within 45 days from the date of expiry of 12 months. Para no. 11 clearly mentions said agreement as a "collaboration between the parties". In this way, it is evident that the agreement mentioned above was not an agreement to sell, rather a collaboration agreement between two parties i.e. respondent and complainant. The latter (complainant) is thus not an allottee as per Section 2 (d) of the Act. Even otherwise, as per his own averments, the complainant has already received amount of refund and a complaint filed by him (No. RERA GRG 2669-2024) has been dismissed by the Authority.

16. Present complaint is thus not maintainable before this forum. Same is thus dismissed.

17. File be consigned to record room.

Announced in open court today i.e. on **13.04.2026**.


(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory
Authority, Gurugram.

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Present: Mr. Gaurav Bhardwaj, Advocate for complainant.
Ms. Charu Rustagi, Advocate for respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
13.04.2026