

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

Complaint no.: 5278 of 2025
Date of filing: 01.10.2025
Date of order: 17.07.2026

Sanjeet Kumar

Resident of: 120/1, Sharara Bagh, Allahabad, Uttar
Pradesh – 211003.

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 Akash Godhvani, Advocate

Complainant

None

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 104" at Village Dhanwapur, Sector-104, Gurugram
2.	Project area	10.44375 Acres
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license	66 of 2021 dated 07.09.2021 Valid up to 06.09.2026
5.	Name of Licensee	M/s Czar Buildwell Private Limited
6.	RERA Registered or not	RERA Registration Revoked
7.	Unit no.	T5-1703, at Floor -17, Tower-5 (As mentioned in allotment letter at page 22 of complaint)
8.	Unit area	642.36 sq. ft. (carpet area) 148.17 sq. ft. (balcony area) (As mentioned in allotment letter at page 22 of complaint)
9.	Allotment letter	03.12.2021 (As per page no. 22 of complaint)
10.	Date of execution of buyer's agreement	Not executed
11.	Date of building plan approval	25.10.2021 (taken from similar complaint of the same project)
12.	Date of environment clearance	27.04.2022 (taken from similar complaint of the same project)
13.	In the absence of the agreement under Affordable housing project, the possession clause given under the Affordable Housing Policy 2013 would prevail. Section 1 (iv) of Affordable housing policy 2013 which provides as under:	1(iv)All such projects shall be required to be necessarily completed within 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.
14.	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]
15.	Total sale consideration	Rs.26,43,525/- Rs.25,69,440/- [Rs.4,000/- * 642.36 sq. ft. carpet area] + Rs.74,805/- [Rs.500/- * 148.17 sq. ft. balcony area] (Calculated as per the details as mentioned in receipts at page 24 & 28 of complaint)
16.	Amount paid	Rs.14,51,866.80/- (as per payment receipts at page 20, 23, 24, 27 & 28 of complaint)
17.	Occupation Certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the respondent launched an Affordable Group Housing Colony under the name "Mahira Homes 104", Sector 104, Gurgaon, Haryana on the area measuring 10.44375 acres under the license no.66 of 2021 dated 07.09.2021. It is relevant to mention herein that the said license was granted to the respondent by the DTCP Haryana under the Affordable Housing Policy, 2013 issued by the Government of Haryana under the provisions of Section 9A of the Haryana Development & Regulation of Urban Areas Act, 1975 and thereby invited applications from prospective buyers for the purchase of allotments in the said project.
- II. That the complainant was caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs.1,28,470/- to respondent. The payment was acknowledged by the respondent and complainant was allotted one unit being in the above said project bearing No. T5-1703 on 17th Floor in Tower 5.
- III. That in furtherance of the said purchase the complainant till now had made a payment to the tune of Rs.14,47,824/- which amounts to almost

50% of the total consideration. Payment made by the complainant were duly acknowledged by the respondent via issuance of receipts.

- IV. That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the respondent for construction on very regular basis. That complainant visited the construction site and was shocked to see no progress in the construction activity at site. The respondent was never able to give any satisfactory response to the complainants for delay in construction of the unit and was never definite about the delivery of the possession. The complainants kept pursuing the matter with the representatives of the respondent as to know why the project is being delayed and why construction is going on at such a slow pace, but to no avail.
- V. That the respondent without completing the necessary construction of the project, requested additional payment from the complainant. The complainant decided not to make any further payments due to delays in the project. The complainant made several telephonic calls to the respondent requesting to refund his amount but the respondent did not respond to complainant.
- VI. That the complainant again made repeated efforts and called respondent for the refund. On which the respondent stated that *"we would like to inform you that due to some unavoidable circumstances we are unable to release your refund on a given time. Request you to please be with us 10 to 15 days more."*
- VII. That after losing all hope from the respondent company and having shattered and scattered dreams of owning a Home and also losing considerable amount of money. Hence, the complainant is constrained to approach this Authority for redressed of his grievance.

- VIII. That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainants have 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 Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
- IX. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their floors and the provisions allied to it. The modus operandi adopted by the respondent, from the respondent point of view may be unique and innovative but from the consumers point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the consumers, be it either through not implementing the services/utilities as promised in the brochure. The respondent not only failed to adhere to the terms and conditions but has also illegally extracted money from the complainants by stating false promises and statements.
- X. That as per Haryana Real Estate (Regulation & Development) Rules, 2017, it is mandatory to the promoter to return the amount within 90 days from the date of cancellation, however the amount of complainant has not yet been returned by the respondent till date despite expiry of the substantial period more than 1 years and 10 months, which again clearly shows the respondent builder is involved in unfair practice and irregularities.

- XI. That as per Section 11 (4) of the RERA Act. 2016, the promoter is liable to abide by the terms and agreement of the sale. That as per Section 18 of the RERA 2016, the respondent is liable to return the amount received along with interest to the allottees of an apartment, building or project, if respondent fails to complete or is unable to give possession of an apartment within stipulated time. Accordingly, the complainant is entitled to get refund on the paid amount along with interest at the rate as prescribed per annum from the date of booking of unit till its actual payment.
- XII. The complainant is well covered by Section 18(1) of the Act which states that if the allottee wishes to withdraw from the project and demands return of the amount received by the promoter in respect of the unit with interest, on failure of the promoter to complete or inability to give possession of the unit, the allottee has unqualified right to seek refund of the amount along with interest. The case of the appellant/allottees is also very well covered by the judgment of the Hon'ble Apex Court in ***Newtech Promoters and Developers' case (Supra)***.
- XIII. As per the aforesaid ratio of law, the complainant has unqualified right to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act, which is not dependent on any contingencies. The right of refund of payment has been held to be as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events. Thus, in the present case complainant have an unqualified and unconditional absolute right to seek the refund.
- XIV. There is no second thought to the fact that the complainant has paid an amount of Rs.14,47,824/-. The complainant is having no other alternate

remedy but to approach the Authority for seeking refund of the amount along with interest. Hence, the present complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - a. Direct the respondent to provide the full refund of the amount paid till date together with interest at the rate prescribed, from the date of booking to till the date of actual payment in respect of the allotted unit;
 - b. Direct the respondent to pay a compensation amount of Rs.2,00,000/- for causing huge financial loss, mental agony and harassment to the complainant by providing false promises with fraudulent and malicious intention;
 - c. Direct the respondent to pay Rs.1,00,000/- towards the litigation charges;
 - d. Pass any other order as the Authority may deem fit in the interest of justice.
5. The present complaint was filed on 01.10.2025 and registered as complaint no. 5278 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 at page no. 31 of 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 14.10.2025 bearing tracking no. EH147778056IN and Registry has also sent the notice along with a copy of the complaint through email dated 13.10.2025 and the mail was duly served. Despite service of notice through email 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 17.07.2026, 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 provide the full refund of the amount paid till date together with interest at the rate prescribed, from the date of booking to till the date of actual payment in respect of the allotted unit;

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-104" located in Sector-104, Gurugram being developed by the respondent i.e., M/s Czar Buildwell Pvt. Ltd. The respondent issued an allotment letter dated 03.12.2021 in favor of the complainant and thereby intimated to the complainant about the allotment of unit no. T5-1703 in Tower-T5 for the total sale consideration of Rs.26,43,525/-. He has paid a sum of Rs.14,51,866/- towards the subject unit. 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 only excavation work for tower 2, 3 & 4 was started at site. 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 19.07.2022 all the accounts were freezed by the Authority due to non-compliance of the provisions of the Act, 2016. On 06.09.2023, the Authority initiated Suo-moto revocation proceedings under Section 35 of the Act, 2016. Thereafter, 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 then the complainant shall be 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.14,51,866/- received by it along with interest at the rate of 10.80% per annum 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 Direct the respondent to pay a compensation amount of Rs.2,00,000/- for causing huge financial loss, mental agony and harassment to the complainant by providing false promises with fraudulent and malicious intention;

E.IV Direct the respondent to pay Rs.1,00,000/- towards the litigation charges.

17. The complainant is seeking above mentioned relief w.r.t compensation and litigation charges. 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 and litigation charges.

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):
- The respondent /promoter is directed to refund the amount i.e., Rs.14,51,866/- received by it along with interest at the rate of 10.80% per annum 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.
 - 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 as well as application, if any, stands disposed of accordingly.
20. File be consigned to registry.



Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026