

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

Complaint no.: 2096 of 2025
Date of complaint: 24.04.2025
Date of order: 19.05.2026

1. Commander Bijay Singh Dahiya(Retd.)
 2. Devendra Kumar
- R/O:** - Flat no.A-514, Jalwayu Towers, Sector-56, Gurugram.

Complainants

Versus

M/s Brahma City Pvt. Ltd.

Regd. Office: 11, Ansal Tower 38, Nehru Place, New Delhi-110019.

M/s K and T Realty Services Private Limited.

Regd. Office: C/o Elan Groups, 15th Floor, 2 Horizon Centre, DLF-V, Golf Course Road, Sector-42, Gurugram

Respondents

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Anil Prakash Gupta (advocate)

Shri Venkat Rao(Advocate)

Shri Ishaan Dang

Complainants
Respondent no.1
Respondent no.2

ORDER

1. The present complaint has been filed by the complainant/allottees 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 allottee 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	"Miracle Mile", Sector-60, Gurugram, Haryana.
2.	Nature of project	Commercial
3.	DTCP License no.	License no. 54 of 2010
4.	RERA registered	Registered 327 of 2017 Dated 23.10.2017
5.	Provisional Application form	14.09.2013 (page 17 of reply)
6.	Unit no. as per application form	ATM-07, Ground Floor [Earlier] (page 16 of reply)
7.	Unit number as per intimation of due installment and interest sent by the respondent and reminders	GF-039, Ground Floor [Now] (As on page no. 19 of reply))
8.	Unit area	232.07 sq.ft. [Earlier] 247.30sq.ft. [Now] (As on page no. 186 of complaint)
9.	Allotment letter	Not on record
10.	Date of execution of buyer's agreement	Not executed

11.	Possession clause	Not available
12.	Due date of possession	Cannot be ascertained
13.	Basic sales consideration	Rs. 2,32,00,000/-
14.	Amount paid by the complainant	Rs.2,42,000/- (as per payment receipt)
15.	Offer of possession	Not offered
16.	Reminders	16.09.2021,08.10.2021, 26.10.2021
17.	Letter sent by complainants to the respondent stating that the booking made by respondent no.2 was fake in the absence of legal documents and the complainants have lodged a FIR that is under investigation.	24.08.2021 (As on page no. 192 of complaint)
18.	Pre-Cancellation Letter	31.12.2021 (As on page no. 183 of complaint)
19.	Cancellation letter	28.01.2022 (As on page no. 182 of complaint)
20.	Occupation certificate	16.08.2023

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- i. That respondent no.1 is a company incorporated under the companies act, 1956 and its directors are responsible for day-to-day affair as well as the main beneficiary of the company. The respondent No.1 had pre-launched a Commercial project namely "**Miracle Mile**" in 2012-13 without owning any land/License/approvals from Govt of Haryana, situated at Sector-60, Distt. Gurugram. The complainant was lured by promoter's Sales Agent by showing lucrative advertisement, brochures, and representations. The Sales Agent

repeated all the assurances which were being made in the advertisements of respondent no.1 and presented a self-prepared plan of the building's floor layout. The complainant believing in the assurances by respondent's no.2, who said that the said project shall be completed in a time bound period of 30 months and thereafter will be ready for possession. The complainants applied for booking of a commercial shop through respondent no.2', the sales agent M/s K & T Realty Services Pvt., Ltd. initially offered shop no. FF-171, but after collecting booking amount of Rs.10/- Lakh, changed to unit number, details are as:GF-039 (ATM-07), Carpet area of 232.07 Sq.Ft, Consideration amount: Rs.,40,54,200/-.The above said booking was applied on the provisional application form provided by the sales agent company's director Ravish Kapoor and sales manager Sunil Kumar Keer, they both collected the booking amount on behalf of respondent no.1 for shop no. **GF-039; Rs.19,76,200/-**-(Cheque:Rs.2,42,000+Cash: Rs.17,34,200).

- II. That the sales agent issued the combine-payment receipts for cash of Rs. 34,18,000/- to the complainants paid for two shops i.e. GF-039 Rs.17,34,200/- another shop FF-145: Rs,16,83,800) booked for our friend Devendra Kumar (RERA Complaint No.CRG-5456-2025),and confirmed that the booking amount along with the Application Form have been submitted to the respondent no.1, who encashed the cheques and company issued the payment receipts only for the cheque amounts of Rs. 2,42,000/- for booking GF-039 unit.
- III. That when even after 30 months of booking, no construction work started at the site, the complainant contacted the respondents, who assured the complainant that the project will commence very soon and gave the excuse for the delay as legal and technical formalities.

- IV. The construction of booked shop did not start and the said project never commenced till Mid 2018. The complainants contacted the accused persons at repeated interval of time regarding cause of delay and receipts of cash paid but the respondent no.1 persons again procrastinated the matter. The respondents could not provide the **letter of allotment, buyers and sellers agreement, copy of licence, approved layout and zoning plans and approved building plans** till 2018 and the complainant suspected a big fraud.
- V. That complainants came to know that Mr. Ravish Kapoor, Director of Sales Agent's company signed an MOU on 19.01.2013 with promoter to invest **61,74,39,500/-** in buying 35 plots admeasuring 12348 Sq. Yards and paid **Rs. 12.00 Crores** as booking amount. Later, when all the representation made by respondent no.1 was found illegal and false misrepresentation such as license, requisite sanctions and approvals from the statutory authorities and did not issue letter of allotment, the sales agent lodged an FIR no. 221 dated 29.10.2013 at PS: sector 56, Gurugram against Promoter. After this M/s K & T Realty Services Pvt. Ltd. became Channel Partner/ Marketing & Sales Agent of M/s Brahma City Pvt. Ltd. and booked and sold many shops on false representation in the similar way as respondent no.1 (M/s Brahma City Pvt. Ltd.) did with Sales Agent.
- VI. That subsequently, from newspaper reports, the complainants came to know that the commercial project MM floated by the respondent no.1, is a controversial project and has dispute of title of land and some other disputes with the collaborators and moreover a case of litigation was pending before the Hon'ble High Court of Punjab and Haryana. After coming to know about this fact, the complainants again met with respondents in the offices of respondents but the truth was not revealed to the and complainants were

kept in dark by sending false letters containing interpreted orders and information to their advantage. The respondents sent 07 letters at various intervals from May, 2014 to Apr, 2016. The complainants sensed a big fraud with him.

- VII. That the complainants came to know that Respondent No.1 was trying to manipulate a Licence **No. 64/2010 dated 21.08.2010** issued to M/s Krrish Buildtech Pvt. Ltd.. This licence got stuck into litigation and the Hon'ble High Court of Punjab and Haryana, Chandigarh passed a judgment/order dated 05-02-2015 in CWP No. 27665 of 2013 against the respondent no3 (M/s Krrish Buildtech Pvt. Ltd.), whose Licence No. 64/2010 dated 21/08/2010 had been quashed, holding that the same was obtained by fraud and by misrepresenting the land which did not belong to them as their land.
- VIII. That on the ground of fraud committed by the M/s Krrish Buildtech Pvt. Ltd., the Hon'ble Punjab and Haryana High Court quashed the license no. 64/2010 dated 21.08.2010 and 2 other subsequent orders on the same licence. Then M/s Krrish Buildtech Pvt. Ltd. filed SLP No. 4115/2015 in the Supreme Court of India against the order dt. 5.02.2015. The SLP's bearing No. 4115/2015 was also dismissed by Hon'ble Supreme Court vide its order dt. 13.03.2015 holding High Court order dated 05.02.2015.
- IX. That from above, it is clear that, the respondent no.1 could not issued with licence no.64/2010 dated 21.08.2010 on their name and to cover up their own wrongs sent many letters to the complainant and also to other buyers, thereby, concealed the truth from the complainant and other buyers. This clearly proves that there was licence with respondent no.1 at the time of pre-launching sales of shops in year 2013.
- X. In early 2017, the complainants and other customers realized that they have been cheated by the promoter company and its directors, who had hatched a

conspiracy with an intent to cheat the complainants right from the very beginning. The respondent no.1 intentionally did not register the commercial project MM with DTCP and HRERA till 2023 and thereby violated the U/s 3, 4, 5, 9, 11(1,2,3), 11 (4) (a, b, c, f.) of The Real Estate (Regulation and Development) Act, 2016.

- XI. There was neither communication from the respondents nor any construction activity started on the site, the complainant decided to ask for refund of booking amount paid to respondents with interest up to date of refund. The Sales Agent refused to accept complainant's letters and were returned to the complainants by post, thereby, the respondent no.1 and sales agent both refused to refund the booking amount with interest.
- XII. That the Director General, TCP, Haryana issued an Notification Order dated **02.12.2015** in compliance of Hon'ble High Court orders dated 05.02.2015 in CWP no. 27665 of 2013. The applicants were directed to comply with the terms & conditions as prescribed therein for restoration of Licence no.64 of 2010 for area measuring 141.66875 acres as per the revised land schedule annexed herewith, subject to fulfilment of certain conditions. The name of respondent no.1 (M/s Brahma City Pvt. Ltd.) figured out for the first time as land owner and was considered eligible for issue/grant of new Licence.
- XIII. That according Notification Order of DTCP, Chandigarh date 02.12.2015, M/s Brahma City Pvt. Ltd, Gurugram was included in the list of land owners but did not apply for fresh licence on Form LC-1 to DTCP, Chandigarh and DTCP, otherwise, Govt. of Haryana would have issued the new licence to respondent no.1 in standard Format LC-V (Not declared till date) in accordance with the Haryana Development & Regulation of Urban Area Act, 1975 and rules, 1976. However, the respondent no.1 (M/s Brahma City Pvt. Ltd.), manipulated and twisted the **DTCP Order 02.12.2015** and declared itself as owner of

quashed Licence and thereafter respondent no.1 have been using the **quashed Licence no. 64/2010 dated 21.08.2010** to obtain all approvals from DTCP & HRERA Chandigarh, Senior Town Planners & HARERA Gurugram, thereby misleading all offices of Govt. of Haryana as well the innocent public and it is **contempt** of Hon'ble High Court of Punjab & Haryana, Chandigarh.

- XIV. That even the complainants requested respondents and DTCP, Chandigarh to provide/supply a copy of "Application submitted by Respondent no.1 for grant of the Licence on FORM LC-1" and a copy of issued Licence no. on **Format LC-V** but both did not provide/supply the same against my RTI applications dated **15.02.2019 & 17.07.2022** to ascertain the correct date of granted of licence to the responder no.1 till date. However, after visiting Chandigarh few times, got the reply from DTCP Chandigarh, received reply of my RTIs.
- XV. That further, it came to knowledge of the complainants that on 28.7.2017, promoter applied for Registration of "Real Estate Residential Plotted Colony namely **"INSPIRE"** over an area 8096 Sq. meters, situated in sector 60, Gurgaon under HRERA Rules, 2017.
- XVI. That soon after, obtaining the Registration Certificate no.327, respondent cleverly designed an advertising brochure and Application Form for an **unregistered commercial project "Miracle Mile"** so as to look-like genuine registered commercial project, an advertising was published in the newspaper "Gurugram Times" dated 07.11.2019. The Registration Certificate No. 327 of 2017, was being mis-used for sale of shops in unregistered commercial project named "Miracle Mile". Thereby respondent cleverly saved the registration fee for registering commercial project MM with HARERA & DTCP, cheated not only HARERA & DTCP but also the

complainants second time by concealing material information from them and created big loss to State of Haryana.

- XVII. That to discover the truth about the use of Regd. Certificate no.327/2017, the complainant submitted a RTI Application dated 18.11.2019 to the HRERA, Chandigarh, for supply/provide registration certificate of commercial project named 'Miracle mile', sector 60, Gurugram, which was being constructed by promoter. The reply received from the HRERA Gurugram stating that "the **project namely 'Miracle Mile'** by Brahma City Pvt. Ltd. in sector 60, Gurugram is **not registered yet in this authority**" and another reply received from DTCP Chandigarh stated that **No Registration Certificate** has been issued in the name of "Miracle Mile" for Commercial Project of M/s Brahma City Pvt. Ltd.
- XVIII. That the respondent sent letters to the complainants from October, 2019 onwards with knowledge that their commercial project '**Miracle Mile**' is **not registered with DTCP and HRERA**, Haryana. The details of promoter's and complainant's reply letters are appended below: -
- (i) Letter no. Nil dated 18.10.2019, replied by complainant letter no. BSD/06/MM dated 25.10.2019, No further reply received from respondent.
 - (ii) Letter no. Nil dated 16.09.2021, complainant replied by email dated 07.10.2021, no further reply received from respondent.
 - (iii) Letter no. Nil dated 08.10.2021, complainant replied by email dated 14.10.2021.
 - (iv) Letter no. Nil dated 26.10.2021, replied vide BSD/11/MM/21 dated 01.11.2021, received no further reply from M/s Brahma City Pvt. Ltd.
 - (v) Letter no. Nil dated 31.12.2021, replied vide email dated 31.12.2021 and vide letter no. BSD/17/MM dated 03.02.2022, received no further reply from the respondent.

- (vi) Letter no. Nil dated **28.01.2022**, replied vide complainant letter no. BSD/18/MM/22 dated **07.02.2022**, **received no further reply from M/s Brahma City Pvt. Ltd.**

It is clear from the above letters of respondent that the respondent had been forcing the complainant to rebook the shop no. FF-39 and return the original booking documents such payments receipts etc and fill up new Application Form which was designed in 2020 to cover up their wrong doings. The complainants had been requesting respondent to provide copies of legal documents of commercial project MM since last 9 years but respondent failed to provide the same. The respondent knew that all above letter sent by him have no validity till such time their commercial project Miracle Mile registered with DTCP and HRERA. The complainants understood the malafide intension of the respondent.

- XIX. That the complainant has come to know that respondent sold 254 shops, before the commercial project was registered with HARERA, after 11 years of prelaunch. The registration certificate no. RC/REP/HARERA/GGM/327 of 2017/7(3)/30/2023/07 dated 06.03.2023 issued to M/s Brahma City Pvt. Ltd. The Authority concluded penal proceeding and imposed a penalty of Rs.10,00,000/- (Rs. Ten Lakhs for violation of Section 3 and 4 of the Real Estate (Regulations & Development) Act, 2016. The Complainants have not received any letter from the respondent for handing over/ possession of their shop in commercial project MM since registration of MM.
- XX. Therefore, it was clear to the complainants that respondent not only connived/colluded together and hatched the conspiracy to cheat the complainants. The respondent persons who held different positions in the company have been working in furtherance of their common intentions to cheat the complainants.

XXI. That the respondents are enjoying the hard-earned money of the complainants illegally. The respondent had no right to unilaterally hold the hard-earned money of the complainants for delay of 12 years in handing over the possession of unit.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- I. Direct the respondent no.1 to hand over the shops to the complainants by adjusting the booking amount of Rs.19,76,200/- which has been paid by the complainants towards the shops in the commercial project "Miracle Mile" located in Sector 60, Gurugram in the revenue estate of Village Ullawas, Tehsil Wazirabad, Gurugram with interest @ 18% per annum for every month of delay, to be adjusted in the final cost price from the date of booking till possession of shops in terms of Section 18 (2)(b) of the RERA Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules 2017 for the shops at para 3 (a) and (b) respectively for delay of 12.5 years considering this complaint as non-withdrawal of the complainant from the commercial project Miracle Mile.
 - II. To pay litigation charges of Rs. 1,00,000/- (Rupees One Lakh only) to the complainants.
 - III. To pay harassment charges of Rs.5,00,000/- Rupees five lakh only) to complainants.
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. Written Submission filed by the respondent no.1.

6. The respondent no. 1 has contested the complaint on the following grounds: -

- i. That the complainants, in the year 2013, originally made a provisional booking of a unit bearing Shop No. 39 (ATM-07) measuring 232.07 sq. ft. in the said commercial component "MIRACLE MILE", The basic sale price of the said shop is Rs.23,20,700/- and the Complainants paid only a sum of Rs.2,42,000/- towards provisional allotment of the said unit and a receipt against the said payment was duly issued by the respondent no. 1 on 07.09.2013.

- ii. The Hon'ble High Court of Punjab and Haryana at Chandigarh vide order dated 05.02.2015 in C.W.P. No. 27665 of 2013 had quashed License No. 64 of 2010 and remanded the matter back to the DTCP with a direction to consider the license application of the respondent No. 1 afresh.
- iii. That *vide* letter and email dated 24.02.2015 the Respondent No. 1 duly informed the complainants about the judgment dated 05.02.2015 passed by Hon'ble High Court of Punjab and Haryana in writ petition filed by Fondant and Group.
- iv. That the aforesaid order dated 05.02.2015 was challenged by way of an appeal SLP (C) CC No. 4115 of 2015 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court vide order dated 13.03.2015 directed the DTCP to consider the license applications of the Respondent No. 1 uninfluenced by the orders passed by the Hon'ble High Court.
- v. That *vide* letter and email dated 16.04.2015, the Respondent No. 1 informed the Complainants that "*DTCP has initiated action on its parts as per the directives of Hon'ble High Court and upon our follow-up to inquire the status, we have been told that they have completed significant part of reviewing the application afresh but the review completion process may take some more time.*". A copy of the letter and email dated 16.04.2015 is annexed herewith and marked as **Annexure 13**. Subsequently, another letter dated 15.05.2015 was sent by the respondent no. 1 to the complainants updating the status of the process being followed at DTCP level.
- vi. That due to the persistent and untiring efforts of the respondent no. 1 Company, DTCP vide order dated 02.12.2015 restored the License No. 64 of 2010 of the Respondent No. 1 Company for land admeasuring 141.6687 acres.
- vii. That *vide* email dated 18.12.2015, the respondent no. 1 informed the Complainants that "*we are happy to inform you that the office of Director*

General Town & Country Planning, Haryana (DTCP) has reviewed our Application for license afresh, and after considering all the documents and in accordance with applicable statues have vide their Order No. LC-2365/PA(SN)/2015/23665 Dated 02.12.2015 restored License No. 64/2010 as per terms and conditions stated therein for an area measuring 141.66875 acres as per revised Land Schedule”.

- viii. That due to project area reduced to 141.6687 acres, the Respondent No. 1 Company filed a revised layout cum demarcation plan of the project bearing drawing no. DG.T.C.P.-5464 dated 31.12.2015. As per the process, the respondent no. 1 company informed the existing allottees including the complainants regarding revision of plan. Vide letter dated 15.01.2016, the respondent no. 1 company informed the complainants also about such revision of plan and asked him to raise objection/suggestion, if any.
- ix. Finally, DTCP vide memo no. 24060 dated 02.11.2016, approved the layout cum demarcation plan of the project and vide memo no. 507 dated 16.01.2018, approved the building plans of the commercial project. Due to said revision, the allotment of the Shop No. 39 (ATM-07) was changed to Shop No. GF-83 measuring 247.30 sq. ft.
- x. The respondent no. 1 company vide letter dated 02.12.2017 and subsequently by email dated 18.10.2019 duly informed the complainants about approval of revised plan and change of shop. Besides this, the respondent No. 1 Company wrote letter dated 18.10.2019 also to the complainants regarding change of the Shop.
- xi. That the Respondent No. 1 registered the commercial component “Miracle Mile” in the “Brahma City” Project vide HRERA Registration no. 327 of 2017 dated 23.10.2017.

- xii. As aforementioned, in the meantime, the complainants vide letter dated 17.05.2017 asked the respondent no. 1 Company to refund a sum of Rs. 19,76,200/- with interest. In this letter, the complainants admitted this amount was not paid to the respondent no. 1 company but the amount of Rs.17,34,200/- in cash was allegedly handed over by the complainants to the respondent no. 2 (M/s K & T Realty Service Pvt. Ltd.) for the original Shop. pertinent to mention here that the respondent no. 1 company received only Rs.2,42,000/- in respect of the said original Shop. In view of this, the respondent no. 1 company vide letter dated 29.05.2017, replied to the complainants and denied the payment over and above Rs. 2,42,000/- from the complainants.
- xiii. That subsequently, as per the discussion with the Complainants, the respondent no. 1 company gave an offer to pay a sum of Rs.8,22,175/- which includes the principal amount of Rs.2,42,000/- and a lump sum compensation of Rs.5,80,175/-, to the complainants. The respondent no. 1 company as a matter of fact deposited TDS also on the said compensation amount and prepared a cheque for a sum of Rs.7,64,157/-. The respondent no. 1 company called upon the complainants to collect the said cheque, however the complainants didn't come forward thereafter.
- xiv. However, the complainants did not come forward to take refund and rather gave an impression that the complainants are interested in possession of the property in question and however, again kept the answering respondent waiting till the point of cancellation and did not make any payments post the booking amount.
- xv. That respondent no. 1, vide letters dated 18.08.2021 and 19.08.2021, duly informed and called upon the complainants to pay eight (8) outstanding installments amounting to Rs.21,55,641/- as per the agreed payment plan.

- However, despite receipt of the said communications, the complainants failed to make the due payments. Thereafter, the respondent no. 1 issued reminder letters dated 16.09.2021, 08.10.2021, and 26.10.2021, reiterating the demand for payment of the outstanding amount of Rs.21,55,641/-. The respondent no. 1 further informed the complainants that despite repeated reminders through telephone calls, emails, and letters, they had failed to come forward to execute and register the agreement for sale in respect of the allotted commercial unit.
- xvi. Further, as aforementioned, the respondent no. 1, vide pre-cancellation notice dated 31.12.2021, once again informed the complainants that the outstanding installments amounting to Rs.21,55,641/- were still due and payable. The complainants were advised to execute and register the agreement to sale and to clear the outstanding dues along with applicable interest. The complainants were granted 15 days from the date of the said notice to comply, failing which the respondent no. 1 would be constrained to cancel the allotment and forfeit the earnest money in accordance with the terms and conditions of the application form.
- xvii. Further, as submitted hereinbefore, despite repeated intimation letters, reminder notices, and the pre-cancellation notice, the Complainants failed to clear the outstanding amount of Rs.21,55,641/-. Consequently, the Respondent No. 1 issued a final cancellation notice dated 28.01.2022, granting a last and final opportunity to the complainants to make the due payment within 7 days from the date of the said notice. It was clearly stated that in case of failure to comply, the amount paid would be forfeited and the allotted unit would stand cancelled and released for further sale.
- xviii. As the complainants failed to comply with the final cancellation notice dated 28.01.2022. Accordingly, having no other alternative, the respondent no. 1 lawfully cancelled the allotment of the commercial unit and forfeited the

amount paid by the complainants in terms of the application form and agreed conditions.

- xix. As such, on a demurrer and without prejudice, it is submitted that the complainants were fully aware of the stay on license. The respondent no. 1 informed the complainants about status of the licence and the project from time to time as aforementioned.
- xx. As aforementioned, the respondent no. 1 was constrained on account of the restraint on doing any development work as the license was quashed *vide* order passed by the Hon'ble Punjab & Haryana High Court and the answering Respondent was bound by the said order. It is further submitted that after the Approval of Layout cum Demarcation Plan and Zoning Plan the construction was on full swing and the complainants were timely informed about status of the licence and project. It is submitted that respondent no. 1 could not provide the allotment letter, agreement and copy of license, approved layout and zoning plans and approved buildings plans till 2018 due to the reasons already explained above. The license was quashed and development work was restrained. It is further submitted that after restoration of the license the respondent no. 1 informed the complainants and also requested them to pay the outstanding dues and execute the agreement for sale. It was further informed to the complainants that the revised demarcation and zoning plan can be perused at the office of the respondent No. 1.
- xxi. The respondent no. 1 has always acted as per the terms and conditions of the application form. The complainants have failed repeatedly and did not adhere to any terms agreed and not paid any instalments other than the booking amount.

xxii. That in respect of FIR no. 112/2020, the respondent no. 1 have filed CRM M No. 30158 of 2025 before Hon'ble Punjab and Haryana High Court at Chandigarh, wherein the respondent no. 1 have been granted interim relief.

E. Reply Filed by the respondent no.2.

- I. That the allegations made by the complainants against the answering respondent are false, fabricated and baseless. The respondent no.2 is admittedly not the promoter/developer of the project in which the complainants had booked a unit. The respondent no.2 no merely acted as the facilitator /broker for getting the booking of the complainants for a commercial unit in the project to be developed by the respondent no.1 which as per the knowledge of answering respondent no. 2 as on the date hereof duly stands developed and occupation certificate in respect thereof has already been granted by the competent authority i.e. DTCP on 16.08.2023. Admittedly, the complainants booked a commercial unit in a commercial project 'Miracle Mile' developed by respondent no. 1 as a part of the larger development within the Project 'Brahma City' in Sector-60-63 & 65, Gurugram, Haryana in terms of Licence No.64 of 2010 granted by the competent authority. The application for the booking of the Unit by the complainants was made to, tendered and submitted to Respondent No.1 who is the promoter/developer of commercial project 'Miracle Mile' and all further documentation including but not limited to allotment letter, payment receipts, change of unit pursuant to revision in the layout building plans as per the sanction granted by the competent authority i.e. DTCP, and all follow-ups, communications and reminders whatsoever has been between the complainants and the respondent No.1. The answering respondent has no role to play whatsoever.
- II. That it is sought to be falsely alleged by the complainants that the complainants had paid cash amount of Rs 17,34,200/- to the Answering

respondent towards booking amount and that the said alleged cash amount was never reflected in the ledger statement of the complainants maintained by respondent no.1, the promoter/developer of the project. In fact, no such cash payment was ever received from the complainants by the answering respondent.

- III. That there is no truth in the baseless and fabricated allegations made by the complainants. It is respectfully submitted that the alleged cash payment was supposedly paid in the year 2013. The institution of the present Complaint after a period of more than 12 years is hopelessly barred by limitation and is liable to be dismissed on this ground alone.
- IV. That thus, the institution of the present false and baseless complaint in so far as the answering respondent is concerned is hopelessly barred by limitation besides being false and baseless. The complainants do not have any locus standi or cause of action to file the present complaint against the answering respondent. Even otherwise the allegations made by the complainants against the answering respondent cannot be decided in summary proceedings and requires leading of extensive evidence. The complaint is liable to be dismissed on this ground alone.
- V. That the Complainants have sought the relief of possession of an unspecified Commercial Unit located in Project 'Miracle Mile' as developed as a part of the larger development by Respondent No.1. It is respondent no. 1 who has registered the project under RERA and Rules framed thereunder with the Hon'ble Authority. All obligations under the license and approvals etc. for the said development so undertaken had been applied for, obtained and proceeded with further by respondent no.1 alone and the answering respondent has no role whatsoever in this regard. the development was undertaken and has been completed by respondent no. 1 wherein the

answering respondent has no role whatsoever. Moreover, as per the knowledge of the answering respondent, occupation certificate for the Project 'Miracle Mile' already stands granted in the name of but Respondent No.1 by the competent authority i.e. DTCP on 16.08.2023. Without prejudice to the above, reliefs as are being sought for and/or the proceedings being contested upon by the complainants can only be availed from the respondent no.1 and not from the answering respondent as neither allotment has been made by the answering respondent no., nor the project has been developed by the answering respondent no, nor the possession can be given by/ offered by the answering respondent in fact, there are no contractual obligations to be fulfilled in so far as the answering respondent is concerned.

7. All other averments made in the complaint were denied in toto.

8. 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 submissions made by the parties.

F. Jurisdiction of the authority

9. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F.I Territorial jurisdiction

10. 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.

F.II Subject matter jurisdiction

11. 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.

12. 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.

G. Relief sought by the complainants.

- G.I Direct the respondent no.1 to hand over the shops to the complainants by adjusting the booking amount of Rs.19,76,200/- which has been paid by the complainants towards the shops in the commercial project "Miracle Mile" located in Sector 60, Gurugram in the revenue estate of Village Ullawas, Tehsil Wazirabad, Gurugram with interest @ 18% per annum for every month of delay, to be adjusted in the final cost price from the date of booking till possession of shops in terms of Section 18 (2)(b) of the RERA Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules 2017 for the shops at para 3 (a) and (b) respectively for delay of 12.5 years considering this complaint as non-withdrawal of the complainant from the commercial project Miracle Mile.;**
- G.II To pay litigation charges of Rs. 1,00,000/- (Rupees One Lakh only) to the complainants.**
- G.III To pay harassment charges of Rs.5,00,000/- Rupees five lakh only) to complainants.**
13. The complainants herein state that they booked a commercial shop in the "Miracle Mile" project in Gurugram in 2012-13, promoted by Brahma City Pvt.

Ltd. through its sales agent M/s K & T Realty Services Pvt. Ltd. A substantial amount (including a large cash component) was paid, but proper receipts and documents were not issued. Despite repeated follow-ups, no construction began for several years and the developer failed to provide essential documents such as allotment letter, approved plans, and licenses. The complainants further state that the project lacked valid approvals and was linked to a disputed and quashed license (No. 64/2010), which had been invalidated by the Punjab and Haryana High Court and upheld by the Supreme Court of India. The developer misled buyers by concealing litigation issues, misusing another project's registration, and continuing sales without proper registration under the Real Estate (Regulation and Development) Act, 2016. Even after more than a decade, the complainant has neither received possession nor a refund, indicating deliberate cheating, misrepresentation, and unlawful retention of funds by the respondents.

14. On the contrary, the respondent no.1 states that the complainants provisionally booked a commercial shop in 2013 and paid only Rs.2,42,000/- out of the total sale price. The project was delayed due to the quashing of the license by the High Court in 2015, which was later restored in December 2015 after legal proceedings. Throughout this period, the respondent kept the complainants informed about the status of the license, project developments, revised layout, and change of shop number. Necessary approvals were obtained between 2016 and 2018 and the project was registered under HRERA in 2017. The complainants later sought a refund alleging additional cash payments, which the respondent denied, stating it had received only Rs.2,42,000/-. Despite this, the respondent offered a refund along with compensation, which the complainants did not accept. The complainants also failed to make further payments or execute the agreement despite repeated reminders. Consequently, due to non-

- payment of outstanding dues, the respondent issued notices and ultimately cancelled the allotment in January 2022, forfeiting the booking amount in accordance with the agreed terms, while maintaining that it acted lawfully and that delays were due to court orders beyond its control.
15. Further, respondent no.2 submits that the respondent is neither the promoter nor developer of the project "Miracle Mile.". All transactions, documentation, and communications were directly between the complainants and respondent no. 1, and the answering respondent had no role in the development, allotment, or possession of the unit. The respondent further argues that the complaint, relating to an alleged payment from 2013, is barred by limitation due to the delay of over 12 years. Additionally, it states that the complainants lack locus standi and cause of action against it. It is important to note that all regulatory approvals, including RERA registration and the occupation certificate dated 16.08.2023, were obtained by respondent no. 1 and any relief sought by the complainants can only be claimed from respondent no. 1, as no contractual obligations exist between the complainants and the respondent no.2.
16. It is important to note that the complainant filed an application for amendment of the complaint, stating that vide order dated 08.10.2025, the Authority directed that there must be one complaint per allottee. Accordingly, the present complaint is to be retained only for the allottee concerned with Unit No. GF-039 (ATM-07). The complainant further seeks to amend the present complaint by deleting the name of Mr. Devender Kumar from the array of parties and including the name of Ms. Neha Dahiya, being a joint allottee. A duly notarized affidavit of the GPA holder confirming such authorization has been placed on record.
17. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that on the basis of provisions of allotment/application form, the complainant had paid a sum of Rs.2,42,000/-

against the basic sale consideration of Rs. 2,32,00,000/- to the respondent no.1 which constitutes merely 1.04% of the total amount. The respondent had sent a letter of intimation as well as an email requesting the complainants to execute the Buyer's Agreement. However, no document has been placed on record to show that the complainants came forward to execute the Buyer's Agreement. As per the terms and conditions of the application form executed between the parties, it has been duly agreed by the complainants that the complainant is required to pay the timely payment of the installment as and when sought by the respondent. While discussing earlier it has been held that the complainant was in default in making timely payments leading to cancellation of the allotted unit by the respondent as per the term and conditions of allotment. Now, the issue for consideration arises as to whether the complainant is entitled for refund of the illegal deduction of earnest amount from the respondent. It is observed that the respondent has raised various reminders letters to the complainant and as per section 19 (6) & (7) of Act of 2016, the allottees were under an obligation to make timely payment as per payment plan towards consideration of the allotted unit. Therefore, the cancellation of the allotted unit by the respondent is valid in the eyes of law. As the complainant had paid a sum of Rs.2,42,000/- against the total sale consideration of Rs. 2,32,00,000/- which constitutes merely 1.04% of the total amount. As per regulation, 11(5) of 2018 prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) the builder can deduct the earnest money which is 10% of the slae consideration.

18. Keeping in view the aforesaid factual and legal provisions, the respondent can deduct the amount paid by the complainant against the allotted unit as the as it is both the earnest money and 10% of the consideration amount. So, the same was liable to be forfeited in terms Regulations 11(5) of 2018. However, the

amount paid by the complainant i.e., Rs.2,42,000/- against the total sale consideration of Rs. 2,32,00,000/- which constitutes less than 10% of the sale consideration. Thus, no direction to this effect.

19. Hence, in view of the findings recorded by the authority on the aforesaid issues, no case of delay period interest is made out. Hence, the complainant is dismissed being devoid of merits.

20. Complaint stands disposed of.

21. File be consigned to the registry



Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.05.2026

HARERA
GURUGRAM