

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

Complaint no.: 6456 of 2025
Date of filling: 29.12.2025
Date of order: 22.05.2026

Shreedevi Mahabala Devadiga
R/o: - J135, 2nd Floor, Saket, New Delhi.

Complainant

Versus

ISHV Realtors Pvt. Ltd.
Office address: - H. No.86, New Pole No.
NIFXW-23, Village Pandwala Kalan,
Najafgarh, South West Delhi,
New Delhi - 110043

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Gaurav Raghav (Advocate)

Ms. Anku Yadav (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee in Form CRA 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 promoter shall be responsible for all obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter se them.

A. Project and unit related details.

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No.	Particulars	Details
1.	Name of the project	"Skyline 109" Sector, 109 Gurgaon
2.	Nature of Project	Commercial complex
3.	DTCP License	24 of 2011 dated 24.03.2011 valid upto 23.03.2015
4.	HRERA Registration	Not Registered
5.	Unit no.	Office space no. 11, 11 th floor (page 38 of complaint)
6.	Unit admeasuring	600 sq. ft. (super area) (page 38 of complaint)
7.	Date on builder buyer agreement	21.06.2013 (Unexecuted) (page 36 of complaint)
8.	Possession clause as mentioned in the unexecuted agreement placed on record	15. <i>That the possession of the said premises is proposed to be delivered by the DEVELOPER to the allottees within four years from the date of this agreement.....</i> (page 46 of complaint)
9.	Due date of possession	21.06.2017 (calculated from the date of buyers' agreement)
10.	Total sale Consideration as mentioned in the unexecuted agreement placed on record	Rs.34,50,000/- (page 38 of complaint)
11.	Amount Paid	Rs.5,00,000/- (page 42 of complaint)
12.	Final demand notice cum pre-cancellation	15.09.2025 (page 110 of complaint)
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered

B. Facts of the complaint.

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

- I. That the directors/officials of respondent represented and assured the complainant that the respondent has all licenses, sanctions and permissions to develop the said commercial complex/project - 'Skyline-109'. The said directors/officials induced complainant to purchase Retail Space/shop in said commercial complex/project. The complainant fell in

the trap laid down by respondent. Being impressed with the representations & assurance as mentioned above about the location, overview, specifications and project plan and promises of completing the said project within time and on the persistent request and allurements of respondent and its directors/officials, complainant agreed to purchase 1 Office space (Super area 600 sq. ft. Rs. 5,300/- per sq. ft.) in the said proposed commercial complex/project for Basic Sale Price of Rs. 34,50,000/- and complainant made about 50% payment from time to time.

- II. That the complainants have paid a total amount of Rs. 14,78,044/- to the respondent towards the said unit, through different cheques/RTGS transactions made on various dates. The said payments were made bona fide and in accordance with the respondent's demands.
- III. That a flat buyers agreement dated 21.06.2013 (hereinafter said Agreement) was signed and executed between the respondent and the complainant. Under the said agreement, complainant was allotted office space no. 11 on 11th floor (Super area 600 sq. ft.) in the said commercial complex/project - 'Skyline-109' in Sector - 109, Gurugram, Haryana based on construction linked-payment plan. As per said agreement, the respondent proposed to deliver possession of the said space in 4 years from the date of the agreement, subject to availability of materials, slow down or any delay due to notice/order of Government / public authority. The payments were dependent on progress of construction at site. As per terms and conditions of the said Agreement and payment plan, if due to any reason, the respondent is not able to handover possession within the above-mentioned agreed time frame, the respondent shall be liable to pay penalty @ of Rs.5 per sq. ft. per month as delay compensation to

complainant for the delayed period, which shall be adjusted in the balance payment.

- IV. That as and when the complainant enquired about the progress of construction, the respondent kept on making excuses of non-availability of materials including cement, steel & other building materials. The respondent always assured that the complainant need not to worry and further assured that the construction will be done soon and the possession will be handed over soon.
- V. That suspecting respondent's behavior the complainant got worried and made inquiries and the complainant was shocked and outraged when recently, the complainant visited the site and found that the respondent had not even started construction at site and there is no sign of any construction at all. The complainant was shocked and outraged to learn that the respondent on false representations, false promises and false assurances induced the complainant, misrepresented and extracted the payment of Rs.14,78,044/- which amounts to cheating and fraud. The respondent has illegally utilized the said payment for more than 10 years and has failed to deliver possession. Since the respondent has failed to handover possession within the above-mentioned agreed time frame of 4 years, which has expired on 20.06.2017, therefore, the respondent shall be liable to pay penalty @ of Rs.5 per sq. ft. per month as delay compensation for the delayed period (w.e.f. 20.06.2017 till handover possession) to the complainant, which will be adjusted in the balance payment.
- VI. That the complainant recently learnt that to cheat and play fraud upon the complainant and to usurp the complainant's hard earned money, the original owners & shareholders, Directors and authorized persons of the respondent (ISH Realtors Pvt. Ltd.) somewhere in December, 2022 to

January, 2023 having malafide intention and ulterior motives sold respondent and shareholding to Mr. Amit Yadav & Mr. Mahesh Yadav in active collusion, connivance and conspiracy with them in a planned manner. In further conspiracy, Mr. Amit Yadav & Mr. Mahesh Yadav / new Directors, Shareholders have changed the name of respondent Company from M/s. ISH Realtors Pvt. Ltd to M/s. ISHV Realtors Pvt Ltd and have also changed its registered office address.

- VII. That thereafter, having further malafide intention and ulterior motives to cheat the complainant, the respondent and its said new directors also changed the name of the project in question ("Skyline 109") and launched it with new name called 'Yashika Platina Street 109' to dupe the complainant and usurp their investment and said space.
- VIII. That the complainant has further come to know that the respondent company has uploaded all the information about the project with new name- 'Yashika Platina Street 109' on its websites <https://vashikabuilder.in> & www.ishvrealtor.in and has again offered all the spaces and shops for sale to general public. The bookings are being taken on phone number mentioned on the site which is 9355744545. No space/shop has been given to the complainant, who has already paid about 50% consideration way back in the year 2013-14 and has always been ready and willing to pay the balance sale consideration as per the construction linked payment plan annexed with the said agreement. However, the respondent has not even started the construction at site and has failed to abide by the timeline to deliver possession. Due to the default and breach of agreement committed by the respondent and its failure to raise the construction at site, the question of the complainant making further payment as per the construction linked payment plan has not arisen. The respondent has violated the terms and conditions of said

agreement and has failed to construct the project in time and has also failed to deliver the possession of the said space to the complainant and have been making false excuses.

- IX. That the respondent without all permissions and sanctions are also advertising and offering the spaces and shops for sale in the said project with new name- 'Yashika Platina Street 109' to general public through its above said websites, brokers and social media platforms such as facebook, twitter, Instagram & YouTube etc. and also circulating brochures of the said project. The respondent is hell bent to cheat and play fraud upon the complainant and other innocent buyers. The respondent through its new project is further trying to cheat new investors and public at large.
- X. That it is apparently clear that the complainant and other buyers money taken under the old project has been siphoned. It is apparently clear that the complainant' and other buyers' off. Admittedly, the complainant has made a payment of Rs.14,78,044/- to the respondent towards the purchase of said space. The respondent having dishonest intention played fraud upon the complainant and thereby cheated him for a sum of Rs.14,78,044/- for allotment of said space, but the respondent have not developed any space to give possession to the complainant against the amount received. The said illegal act of respondent has resulted into wrongful loss to the complainant and wrongful gain to respondent. The respondent has cheated and played fraud upon the complainant in a planned manner. The respondent had the dishonest intention from the very beginning, hatched a conspiracy, fraudulently and dishonestly cheated the complainant luring them with false assurance and promise. Even as on date the respondent has no license and permission to develop the said commercial complex/project - 'Skyline-109'. The complainant

has also learned that the respondent is not having funds to develop the said project and has illegally siphoned off the money meant for the said project and has not maintained proper accounts.

- XI. That the conduct of the respondent clearly spoke in volumes of its malafide intention to flee the complainant of their hard-earned money without fulfilling its part of obligation as promised and assured in the said agreement. Now upon confrontation the respondent has threatened the complainant and stated that it is not an allottee in the project and have refused to return the money paid and has threatened the complainant to face dire consequences if they come back. The respondent has no intention to start construction and want to usurp the hard-earned money of the complainant. The complainant has also come to know that there are number of FIR(s) registered against the respondent and its directors and there are number of civil as well as criminal cases filed in HRERA, Delhi & Gurgaon District Courts by other Flat Buyers against respondent for committing cheating and fraud in respect of the said commercial complex/project - 'Skyline-109'.
- XII. That the respondent has cheated and played fraud upon the complainant and many of other buyers and has been acting unfairly, illegally, fraudulently which amounts to unfair trade practices as well as cheating and fraud. It has further come to the notice of the complainant that the respondent is defaulter and adopted similar modus-operandi to lure the bona-fide buyers and grab their money by hook or crook and have committed various punishable offences under various sections of BNS, 2023.
- XIII. That as per clause 15 of said Agreement dated 21.06.2013, the respondent had to deliver possession within a period of 4 years, which expired on 20.06.2017. Admittedly, the respondent has miserably failed

to handover possession as per agreement. That almost all terms of the agreement are one sided. Supreme Court in catena of Judgments ceased and desist builders from formulating and imposing such unfair condition in their agreement. The respondent has imposed highly arbitrary, unfair and unreasonable conditions on the allottees including the Complainant. The respondent has illegally utilized the said payment for more than 10 years and has not started construction at site and has failed to deliver possession and the complainant cannot wait for indefinite period. it is ex-facie clear that the respondent has violated the provisions of various statutes including Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987 and Haryana Urban Development (Disposal of Land & Buildings) Regulation, 1978, Haryana Development "Regulation of Urban Areas Act", 1975 and its Rules, 1976.

XIV. That the respondent has turned dishonest and therefore in the present facts and circumstances the present complaint has been filed. Despite various assurances and promises made from time to time, the respondent failed to fulfill its various obligations under the said flat Buyer Agreement dated 21.06.2013, including construction and handing over physical possession of shops/spaces to the complainant. The complainant has addressed several communications to respondent with regard to the default in constructing and giving possession. However, despite the repeated follow up, notices and demands raised the respondent failed to develop the said commercial complex/project known as 'Skyline- 109', in Sector -109, Gurugram, Haryana and failed to handover possession of said space bearing No. 11 on 11th floor (Super area 600 sq. ft) in the said complex, to the complainant as agreed under said flat buyer agreement dated 21.06.2013 and the respondent has failed to procure all the necessary permissions, sanctions, approvals including CC, OC etc. The

complainant always been ready and willing to make payments as per the agreed payment plan.

- XV. That after more than a decade of inaction, non-construction and failure to offer possession, the respondent, in a wholly arbitrary and malafide manner, issued a so-called "Final Demand Notice" dated 15.09.2025 purporting to demand further payments and threatening cancellation of the allotted Unit No. 11 on the Eleventh Floor of the project "Skyline-109", Sector-109, Gurugram. The said notice is nothing but an attempt to shift the blame of respondent's own default upon the complainant while the respondent has admittedly failed to raise any construction at site or obtain mandatory approvals, sanctions and licenses. The respondent has sought to illegally forfeit the amounts already paid by the complainant despite its own fundamental breach of the flat buyer agreement dated 21.06.2013.
- XVI. That the complainant immediately repudiated the false allegations contained in the said notice and issued a detailed and comprehensive reply dated 07.10.2025, pointing out that the complainant has already paid a substantial sum of Rs.14,78,044/-, whereas the respondent has miserably failed to even start construction at site or honor the contractual timeline of four years for delivery of possession, which expired on 20.06.2017. In the said reply, the complainant clearly stated that the respondent's notice is illegal, one-sided, unenforceable and contrary to the provisions of the said agreement as well as RERA/HARERA Act. The complainant further called upon the respondent to withdraw the said notice and refund the amount paid along with applicable interest failing which appropriate legal proceedings would be initiated.
- XVII. That the respondent has falsely alleged "non-payment" by the complainant despite being fully aware that the payment plan was

construction-linked and no obligation to make further payments arises unless construction progresses, which admittedly has not happened in more than 11 years. The respondent has mischievously attempted to fabricate a default by the complainant solely to cover up its own failure, siphoning of funds, non-construction and re-launch of the project under a new name, namely "Yashika Platina Street 109". Such tactics of issuing baseless cancellation notices constitute unfair trade practice, deficiency of service, cheating and deliberate harassment.

XVIII. That issuance of such a cancellation notice after a decade of the respondent's own breach is yet another indicator of the malafide conduct of the respondent who instead of completing the project or refunding the complainant's hard-earned money, has adopted coercive tactics to silence legitimate grievances. The said act itself gives a fresh cause of action to the complainant and further strengthens the case of gross violation of the provisions of the Real Estate (Regulation and Development) Act, 2016.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s).
- Direct the respondent to handover the possession and to adjust delay penalty against the delay period.
 - Refrain the respondent from allotting the said office space no.11 on eleventh floor to any third party till pendency of the present complaint.
 - Direct the respondent to refund the total amount with interest.

D. Reply filed by the respondent.

5. The respondent had contested the complaint on the following grounds:
- That the present complaint is also not maintainable as the relief claimed in the complaint is hopelessly barred by time. Also, the claim being time barred cannot be adjudicated by this Court and the complaint is liable to be dismissed.
 - That at the very inception it is also relevant to mention herein that the builder buyer agreement filed by the complainant is an unexecuted

document which does not bear the stamp or seal of the respondent on the execution pages i.e. page no. 63 & 64 of the Complaint being page no. 28 & 29 of Builder Buyer Agreement i.e. Annexure P3 which creates a doubt over the genuineness of the document and further, a photocopy of the same has been filed as Annexure P3 with the complaint which cannot be relied upon.

- III. That it is also germane and pertinent to point out that the Builder Buyer Agreement being Annexure P3 filed by the complainant is an unexecuted document which does not bear or contain any signature or stamp of either the respondent on page 28 & 29 (page 63 & 64 of the Complaint) which clearly displays that the Builder Buyer Agreement is unexecuted and unsigned. On the basis of the alleged unexecuted Builder Buyer Agreement, the Complainant cannot claim any relief before the Authority.
- IV. That the false and fabricated Builder Buyer Agreement attached and relied upon by the complainant is neither notarized nor executed by the company as no stamp or seal of the company is present on the execution pages of the Builder Buyer Agreement.
- V. That the complainant has not filed any allotment letter along with the complaint which casts a doubt that the complainant is even an allottee in the project. The unexecuted Builder Buyer Agreement and absence of any allotment letter clearly indicates that the complainant is trying to mislead the Authority and in view of the unexecuted Builder Buyer Agreement and absence of any allotment letter, the present complaint ought to be dismissed.
- VI. That further the alleged payment details filed by the complainant being Annexure P2 on page 34 is a self-created document by the complainant and does not have any veracity in the eyes of law and the same cannot be

relied upon for any purpose by the Authority. The complainant has failed to file any proof of payment allegedly made by them to the respondent.

- VII. That the complainant has not filed any payment plan as the same has not been annexed with the complaint alongside the unexecuted Builder Buyer Agreement, therefore, the complaint is liable to be dismissed. The non-filing of the payment plan clearly displays that the complainant is trying to mislead the Authority and in absence of the payment plan the Builder Buyer Agreement cannot be relied upon for any purpose.
- VIII. That in absence of any allotment letter, executed Builder Buyer Agreement or any other executed document or any proof of the alleged payment made by or on behalf of the complainant, the present complaint is not maintainable and is liable to be dismissed at the very inception.
- IX. That even otherwise, the project Skyline 109 conceived by the earlier management and shareholders did not ever see the light of the day and the respondent has launched a new project though on the same license by the name and style of Platina Street 109. Further, the raft of the project has been partially laid and partial work of the lowest basement is under progress; therefore, possession of any unit cannot be handed over at this stage or in the near future.
- X. That the project Platina Street 109 has secured RERA Registration on 02.02.2023 and the same is valid till 30.09.2027, therefore, no cause of action has accrued in favor of the complainant with whom no Builder Buyer Agreement has been executed.

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

E. Findings on the relief sought by the complainant.

- E.I. Direct the respondent to handover the possession and to adjust delay penalty against the delay period.
- E.II Refrain the respondent from allotting the said office space no.11 on eleventh floor to any third party till pendency of the present complaint.
- E.III Direct the respondent to refund the total amount with interest.

7. The complainant herein submits that he was induced by the respondent company to purchase Office Space No. 11 on the 11th floor admeasuring 600 sq. ft. in the commercial project "Skyline-109" Sector-109, Gurugram. Pursuant to the flat buyer's agreement dated 21.06.2013 was executed between parties. The complainant paid a sum of Rs.14,78,044/- towards the sale consideration and as per the buyer's agreement possession was promised by the respondent within four years, i.e., by 20.06.2017. It was contended that despite receipt of substantial consideration, the respondent neither commenced construction nor offered possession of the unit. The complainant alleged that the respondent subsequently changed its management, altered the company name from ISH Realtors Pvt. Ltd. to ISHV Realtors Pvt. Ltd., and changed the name of the project to "Yashika Platina Street 109", and started marketing the same project afresh while ignoring the rights of existing allottees. The complainant further asserted that the respondent had violated the terms of the agreement, indulged in unfair trade practices, illegally retained the complainant's money for more than a decade, and even issued a final demand-cum-cancellation notice in 2025 despite its own failure to undertake construction. Accordingly, the complainant is seeking possession of the subject unit along with delay period interest and in alternate to refund to the deposited amount with interest.
8. On Contrary the respondent contested the complaint on the grounds of maintainability and limitation and further submits that the builder buyer agreement relied upon by the complainant is an unexecuted and unsigned document, as the execution pages did not bear the signatures, stamp, or seal of the respondent company, thereby rendering the document unenforceable. The respondent further contended that no allotment letter, valid payment proof, or payment plan had been produced by the complainant to substantiate the claim of allotment or payments made. It was submitted that, in the absence of an executed agreement and supporting documentary evidence, the complainant

could not establish any legally enforceable right against the respondent. The respondent also stated that the original Skyline-109 project conceived by the previous management had not materialized and that a new project, namely "Platina Street 109", had been launched under the same licence and had obtained RERA registration on 02.02.2023, with construction activity having commenced. Therefore, according to the respondent, no cause of action survived in favour of the complainant.

9. Upon perusal of the submissions made by the parties and documents placed on record the Authority finds that the complainant has sought possession of the subject unit along with delay period interest and in the alternative, refund of the paid-up amount along with the interest. The claim of the complainant is founded upon the builder buyer agreement dated 21.06.2013. However, a perusal of the said agreement reveals that the execution pages do not bear the signatures, stamp of the respondent. The respondent has specifically disputed the execution of the said agreement and has contended that no executed builder buyer agreement exists between the parties.
10. In the absence of proper execution, the said agreement cannot be treated as a valid agreement for binding liability upon the respondent. Accordingly, the Authority finds no merit in the complaint and the complaint stands dismissed being devoid of merits.
11. The complaint stands disposed of.
12. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.05.2026