

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

Date of decision: **19.05.2026**

NAME OF THE BUILDER			M/s Splendor Landbase Limited
PROJECT NAME:			APPEARANCE
		Splendor Trade Tower	
1	CR/1631/2025	Anjali Sachdeva and Vimal Sachdeva Vs. Splendor Landbase Limited	Advocate Ms. Gunity Singh(Complainant) Advocate Ms. Shriya Takkar (Respondent)
2	CR/1625/2025	Anjali Sachdeva and Vimal Sachdeva Vs. Splendor Landbase Limited	Advocate Ms. Gunity Singh(Complainant) Advocate Ms. Shriya Takkar (Respondent)
3	CR/1668/2025	Anjali Sachdeva and Vimal Sachdeva Vs. Splendor Landbase Limited	Advocate Ms. Gunity Singh(Complainant) Advocate Ms. Shriya Takkar (Respondent)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of all the 3 complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects, namely, 'Splendor Trade Tower, Sector-65' being developed by the same respondent-promoter i.e., M/s Splendor Landbase Limited. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking delay possession charge along with prescribed rate of interest.
 3. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
 4. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of lead case ***CR/1631/2025 at serial no. 1 titled as Anjali Sachdeva and Vimal Sachdeva Vs. M/s Splendor Landbase Limited.*** Ltd. are being taken into consideration for determining the rights of the allottees qua delay possession charge, and other reliefs sought by the complainants.
- A. Unit and project related details.**
5. 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:

CR/1631/2025 at serial no. 1 titled as Anjali Sachdeva and Vimal Sachdeva Vs. M/s Splendor Landbase Limited

Sr. No.	Particulars	Details



1.	Name of the project	Splendor Trade Tower, Sector-65, Gurugram
2.	Nature of project	Commercial
3.	Unit no. and area	47 (645 sq. ft. super area) 48 (1035 sq. ft. super area) 125 (1125 sq. ft. super area)
4.	Date of execution of Builder buyer agreement	15.05.2010 (for unit no 47 page 67 of complaint) 31.05.2010 (for unit no 48-page 41of complaint) 05.06.2010 (for unit no 125 page 188 of reply)
5.	Possession clause	<i>D. The Developer shall endeavor to complete the construction of the said office/retail space/ unit within a period of three years from the date of execution of this agreement subject to timely payment by the Allottee of sale price stamp duty and other charges due and payable according to the Payment Plan applicable to him/her/it or as demanded by the developer and subject to force majeure.</i>
6.	Due date of delivery of possession	15.05.2013 (for unit no.47) 31.05.2013 (for unit no.48) 05.06.2013 (for unit no.125)
7.	Total sale price	Rs.31,66,950/- (for unit no.47 page 69 of complaint) Rs.50,81,850/- (for unit no.48 page 41 of complaint) Rs.50,62,500/- (for unit no.125 page 190 of reply)
8.	Total amount paid by the complainant	Rs.1,14,09,861/- (as alleged by the complainant page no. 30 of complaint)
9.	Occupation certificate	14.09.2016 (page 137 of reply)
10.	Offer of possession	Not offered

B. Facts of the complaint

6. The complainant has submitted as under:

- a) That in the early months of 2008, the respondent had approached the complainants and assured that the commercial complex project "Splendor Trade Tower" situated at Sector 65, Gurugram (hereinafter

'said Project') was a very good project being developed in a very good location, and made promises of assured returns and various other benefits to entice, seduce and persuade the complainants to buy a unit in the project.

- b) That the complainants were shown the site of the said project and were assured that construction was going on in full force and the project would be completed within 3-4 years' time by the respondent. The complainants were further informed that the building plans etc. were approved by the department.
- c) That the complainants believed the assurance of the respondent and booked the unit no. 'G-46' admeasuring 1035 Sq. Ft. super area situated the ground floor of Splendor Trade Tower for a total consideration of Rs. 50,81,850/-. The complainants remitted a sum of Rs. 4,48,000/- to the respondent as booking fee on 10.04.2008 and Rs. 4,80,000/- on 25.04.2008.
- d) The complainants were also issued an allotment dated 30.12.2008 for the unit no. G-46. However, the Unit G-46 was unilaterally changed to Unit no. 48 admeasuring 1035 Sq. Ft. super area situated the ground floor of Splendor Trade Tower (hereinafter '**Unit No. 48**') by the respondent in the year 2010 and a fresh allotment letter dated 21.04.2010 was issued.
- e) That the complainants and the respondent had thereafter executed a space buyer agreement dated 31.05.2010. The space buyer agreement dated 31.05.2010 was a pre-typed documents containing terms favourable to the respondent only. As per the terms of the space buyer agreement dated 31.05.2010, the unit no. 48 was to be handed over within 3 years from the date of the space buyer agreement dated 31.05.2010 i.e. 31.05.2013.

- f) That the respondent thereafter again approached the complainants and offered the complainants to purchase unit no. 47 as the same is adjacent to the unit no. 48 and unit no. 125 as the same is on the entrance of the 1st floor and has preferential location. The respondent induced the complainants with lucrative offers and assurances w.r.t. the success of the said project, guaranteed appreciation etc. The complainants were further assured that the units would be delivered in the month of May 2013 itself along with unit no. 48. The complainants believing the assurances of the respondent agreed to book the following units:
- I. Unit no. 47 measuring 645 Sq. Ft. of super area situated at the ground floor of Splendor Trade Tower, Sector 65, Gurugram.
 - II. Unit no. 125 measuring 1125 Sq. Ft. of super area situated at the first floor of Splendor Trade Tower, Sector 65, Gurugram.
- g) That the complainant made the following payments towards booking amount:
- i. Rs. 22,36,920/- towards unit no. 47.
 - ii. Rs. 34,11,250/- towards unit no. 125.
- On 15.02.2011, The complainants were also compelled to make the payment of Rs. 1,26,843/- and Rs. 1,66,585/- towards interest and penalty charges of unit no. 47 and unit no. 125 respectively. The same was wrongly imposed upon the complainants and the complainants protested the same, however no heed was paid to the protest by the complainants.
- h) That on 15.02.2011, the respondent upon receipt of payment, wrongly charged interest and penalty charges executed the following in favor of the complainants:
- I. Transfer Certificate bearing no. SLL/SEC-65/G-3B (TI) dated 15.02.2011 for unit no. 47.

- II. Transfer Certificate bearing no. SLL/SEC-65/F-5 (T1) dated 15.02.2011 for unit no. 125.
- i) That thereafter the following space buyer agreements were handed over by the respondent in original to the complainants:
- a. Space Buyer Agreement dated 15.05.2010 in favour of M/s Parasram Industries Pvt. Ltd. for Unit no. 47.
- b. Space Byer Agreement dated 05.06.2010 in favour of M/s Parasram Industries Pvt. Ltd. for Unit no. 125.
- j) That the complainants have regularly made payments as and when demanded by the respondent. The total payment of Rs. 1,14,09,861/- was made to the respondent, out of which Rs. 28,53,455/- was towards the said unit no. 47, Rs. 41,71,439/- was towards the said unit no. 48 and Rs. 43,84,917/- was towards the said unit no. 125.
- k) That as the units were nearing completion, the complainants had visited the units and measured the dimensions of the unit no. 47, 48 and 125. The complainant was shocked to find out that the dimensions of the units were smaller than the promised dimensions. As the complainant bought notice of the same to the respondent, further complainant regularly followed up with the respondent to either rectify the defect or refund the amount calculated as per the additional sq. ft. paid by the complainants. The respondent avoided the said topic, failed to give any response and did not any pay heed to the same.
- l) That in the month of November 2016, the respondent acting through its officer Mr. Vikram Bhatia had approached the complainants with a proposal that 'Moti Mahal Restaurant' a well-known restaurant chain had approached the respondent for leasing of the units on the ground floor and are interested in the units bearing no. 47 and 48 of the complainants. further, the complainants were informed that the restaurant was looking

for a space of approximately 2100 Sq. Ft. and hence would be leasing 3 units on the ground floor. The respondent further proposed, that the unit no. 125 of the complainants be swapped for unit no. 49 on the ground Floor to cater to 'Moti Mahal Restaurant'.

m) That the complainants were hesitant in swapping their existing Unit no. 125 on the First Floor for a unit on the ground floor bearing no. 49. The respondent further persuaded the complainants by the assurances of guaranteed lease of the properties with lock-in period upto 3 years. The respondent had thereafter sought the original Space Buyer Agreement dated 05.06.2010 of unit no. 125 from the complainants under the guise that they had to show the same to the potential lessee M/s Moti Mahal Restaurant. When questioned by the complainants w.r.t. the need for handing over original documents to the respondent, they were told by the respondent that if only the respondent can show that the complainants are genuinely interested in swapping the unit no. 125 or unit no. 49 with the respondent, then only M/s Moti Mahal Restaurant would execute the Letter of Intent with the complainants for which the original space buyer agreement was required. The respondent to further convince the complainants had prepared a calculation sheet depicting a lower net payable amount by the complainants to the respondent and handed the same to the complainants against receiving. The complainants were assured that only after execution of the letter of intent between M/s Moti Mahal, the respondent and the complainants would the complainants be required to execute the documents to execute the transfer of the unit no. 125. The respondent had assured the complainants that their title of unit no. 125 would remain intact and would not change without execution of affidavits, transfer letter and other documents. Believing the assurances of the respondent, the complainant handed over the space buyer

agreement dated 05.06.2010 in the presence of Mr. Vikram Bhatia, the director of the respondent.

- n) That the complainants had thereafter followed up with the respondent on the status of the letter of intent with M/s Moti Mahal Deulex, however the respondent failed to give any satisfactory answer. Thereafter, the complainants had duly communicated to the respondent that they were not interested in swapping the unit no. 125 and sought the possession of the Unit no. 125 and the original space buyer agreement dated 05.06.2010.
- o) That from December 2016 to August 2017, the complainant followed up on a daily basis with the respondent to return the original space buyer agreement dated 05.06.2010 and hand over possession of the units to the complainant, execute the sale deed and share the final calculation after adjustment towards reduced area, however the respondent assured the complainants that the same would be returned and documents would be completed, however the respondent failed to do the same and kept dilly dallying.
- p) That as the complainants ran out of patience, in the month of September 2017, the complainants had visited the units and was shocked to find out that fit out work was in progress in their unit no. 125. The complainants were shocked to see this and on further enquiry learnt that the unit no. 125 had wrongfully been allotted to one Dr. Vinod Kumar Nigam and fit out work had been started by him. The same came as a shock to the complainants as they were not aware of Dr. Vinod Kumar Nigam nor did they sign on any documentation with Dr. Vinod Kumar Nigam for the transfer of the unit no. 125 nor was the allotment of the same cancelled by the respondent. Further, the respondent was communicated clearly that the complainants were not interesting in swapping or changing the

- unit no. 125 as the respondent had failed to execute a letter of intent with M/s Moti Mahal Deluxe as promised by the respondent.
- q) That even if it is assumed but not admitted that the complainants had swapped their unit no. 125 for unit no. 49, the same as improbable as till date the complainants have not received or contacted for the execution of any documents for unit no. 49. This fact further evidences that the complainants had never consented to swapping of unit no. 125 and never gave up their right to Unit no. 125.
- r) That the acts of the respondent are evidence of the fact that the respondent had with the malafide motive to handover the unit no. 125 to Dr. Nigam, created the fictitious story of Moti Mahal Restaurant to obtain the original Space Buyer Agreement from the complainants. The respondent is guilty of misrepresentation and unfair trade practices among other criminal wrongs.
- s) That being aggrieved by the acts of the respondent and Dr. Vinod Kumar Nigam, the complainants caused the issuance of a Legal Notice dated 31.10.2017 to the respondent and Dr. Vinod Kumar Nigam.
- t) That the respondent had replied to the Legal Notice on 15.12.2017 and raised vague and frivolous allegations against the complainants. It is pertinent to note that the respondent has failed to handover the possession of the units, nor have they issued any letter of 'offer of possession' till date. Further, the respondent has alleged that the original space buyer agreement for unit no. 125 had been handed over on 16.12.2016, however the same is palpably false as the receiving on the calculation sheet is dated 22.12.2016.
- u) That Dr. Nigam also replied to the Legal Notice of the complainants on 15.11.2017. Upon perusal of Dr. Nigam's reply, the complainants were shocked to learn that the unit no. 125 was allotted to Dr. Nigam on

- 20.12.2016 without the allotment in favour of the complainants being cancelled. The same is evident from the receipt of calculation sheet against receiving dated 22.12.2016 by the complainants.
- v) That being aggrieved, the complainants had made a complainant to the Station House Officer, Badshapur regarding the illegal allotment of the said Unit to Mr. Vinod Kumar Nigam by the respondent and the fraud and cheating meted out against the complainants by the respondent and Dr. Vinod Kumar Nigam in collusion with each other.
- w) That during the preliminary enquiry initiated by the Station House Officer, Badshapur, it came to the knowledge of the complainants that the original space buyer agreement dated 05.06.2010 which was sought by the officer of the respondent had been wrongly endorsed as cancelled on 16.12.2016 by the respondent without the obtaining consent from the complainants or their signatures on the said document. It is further noteworthy that at the time of transfer of the unit no. 125 and 47 from the erstwhile owner M/s Parasram, numerous documents in the form of transfer certificate, endorsement letters etc. were executed by Parasram, however no such documents were executed by the complainants ratifying the alleged transfer of the said unit no. 125 to unit no. 49.
- x) That the Station House Officer, Badshapur did not take sufficient action against the respondent and hence the complainants had approached the I.d. Judicial Magistrate First Class, Gurugram by means of a private complaint under Section 200 of the Code of Criminal Procedure, 1973 to take cognizance of the offences punishable under sections 420, 406, 467, 468, 471 and 120-B IPC against the respondent vide complaint no. COMI/576/2017. During the course of proceeding, the Hon'ble Court was pleased to summon documents from District Town and Country Planning, Tehsildar Badshapur, Gurugram and Fire Department. The approved

sanction plan and other documents had been placed on court record by the officials.

- y) The Ld. Judicial Magistrate vide Order dated 05.05.2018 had refused the issuance of criminal process against the accused, being aggrieved by the said order the complainants have preferred a revision petition assailing the said order dated 05.05.2018 before the Ld. Sessions Court bearing revision petition no. **CRR/212/2018**. The revision petition is *sub-judice* as on date.
- z) That thereafter the Ld. SDM had directed the Tehsildar, Gurugram vide officer memo no. 909/Steno dated 06.07.2018 to visit the site for inspection and submit his report. The Tehsildar, Gurugram had thereafter visited the site on 16.07.2018 alongwith representatives of Splendor and the complainant. After inspection the Tehsildar, Gurugram had submitted his report bearing no. 1789/Reader dated 25.07.2018 with the office of the Ld. Sub Divisional Magistrate, Gurugram. Vide the report of the Tehsildar it was found that blatant violations of the building plan had been committed by the builder and it was suggested that the matter be sent to the Department of Town and Country Planning for further investigation by technical experts.
- aa) The Ld. Sub Divisional Magistrate, Gurugram vide its letter dated 26.07.2018 bearing memo no. /steno 1070 had forwarded the complaints to the Senior Town Planner, Town and Country Planning Department, Haryana, Gurugram with request for thorough investigation of the complaints.
- bb) It is pertinent to point out that thereafter no investigations have been conducted by the Senior Town Planner, Town and Country Planning Department, Haryana, Gurugram constraining the complainant to

approach the Director General, Department of Town and Country Planning Haryana.

- cc) That further on 28.03.2018 the registry clerk from Sub Registrar Office, Gurugram had been authorized by Sh. Norang Rai Tehsildar, Gurugram to depose before the Hon'ble Judicial Magistrate 1st Class in case no. COMI/576/2017 titled '**Vimal Sachdeva v. Splendor**'. Vide his statement on oath he had deposed that Splendor Landbase Limited had not registered the deed of declaration w.r.t. the Splendor Trade Tower, Sector 65.
- dd) That the non-registration of deed of declaration by the respondent w.r.t. the property Splendor Trade Tower, Sector 65 is in violation of the provisions of the Haryana Apartment Ownership Act, 1983 which provides that the deed of declaration shall be registered within 90 days from receipt of Occupation Certificate. Further, it under Section 11(2) Haryana Apartment Ownership Act, 1983 a copy of the deed of declaration shall be filed before the competent authority. In the present case the respondent had been granted the Occupation Certificate on 14.09.2016.
- ee) That the complainant has also preferred a complaint before the Ld. Judicial Magistrate 1st Class on new facts and grounds bearing no. COMI/618/2019 which is subjudice as on date:
- ff) That the complainant has also obtained the certified deed of conveyance dated 24.04.2017 executed between Dr. Nigam and the respondent, the following discrepancies have been noticed in the same:
- i. The total area as per the conveyance deed is 1090 Sq. Ft. whereas the same had been sold to the complainants depicting it to be 1125 Sq. Ft.

- ii. That the loading of super area upon the said Unit is 50% whereas the same is different for different units.
- gg) That the complainants have also obtained the certified copy of the conveyance deed dated 07.09.2017 bearing vasika no. 5879 executed between Mr. Manju Papneja and the respondent for unit no. 21. It is pertinent to point out that from the Deed it has transpired that the loading factor is 42% whereas the same is 50% for Unit no. 125. It is trite law that the loading factor for the said project cannot vary from unit to unit and shall remain firm throughout the project.
- hh) That from the abovementioned facts and circumstances, it is evident that the respondent has committed numerous illegalities not only against the complainants herein but in the project as a whole. The same has not only caused damages to the complainants but also put the lives of numerous persons, occupants at risk and jeopardized the rights and title of numerous allottees and buyers.

C. Relief sought by the complainants:

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

- i. Direct the respondent to deliver immediate possession of the space no. 48 on Gground floor, admeasuring the super area of 1035 Sq. Ft. in the project known as "Splendor Trade Tower, Sector 65, Gurugram Haryana as per approved plan for license bearing no. 104 of 2008 dated 15.05.2008 granted for setting up of commercial colony for the land measuring 2.708 acres in Sector - 65, Gurugram along with all the promised amenities and facilities and to the satisfaction of the complainants.

8. 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. Reply by the respondent.

9. The respondent has contested the complaint on the following grounds:

- a) That at the very outset it is submitted that the present complaint is not maintainable before the Authority as the Occupation Certificate for the project was granted on 14.09.2016. Thus, the Authority lacks the jurisdiction to adjudicate upon the complaint in question because the Project in question "Splendor Trade Tower" located at Sector-65, Gurugram does not fall under the definition of an **ongoing project** as defined under Haryana Real Estate (Regulation and Development) Rules, 2017.
- b) That it is noteworthy to mention that the complainants did not prefer any appeal against the said order dated 28.08.2019 and the same has attained finality. Thus, the present complaint is not maintainable.
- c) That the Occupation Certificate for the project in question was granted by the DTCP, Haryana on 14.09.2016 and Section 3 of the Real Estate Regulation Development Act, 2016 came into force on 01.05.2017 and the Rules thereunder were notified on 28.07.2017 in the state of Haryana. Thus, by the time the RERA Act, 2016 came into force, the project of the respondent herein had lost its stage of being an 'ongoing project'. As per the mandate of the Act, for an aggrieved person to knock the doors of the Authority, the project should be an 'ongoing project'. Since, the Act itself was not in existence at the time of when the occupation certificate for the said project was issued, the present complaint filed before the Authority is not maintainable.

- d) That it is important to bring to the kind notice of the Authority that vide Final Order dated 22.04.2016 in Appeal No.13/2014 titled '*Splendor Landbase Ltd. vs. Director General Town & Country Planning, Haryana Chandigarh & Another*' passed by the Ld. Addl. Chief Secretary to Govt. of Haryana, Town & Country Planning Department, Chandigarh/the Appellate Authority had duly observed @ paragraph no.16 of the said Final Order that *the construction of the multi towered commercial building of the Respondent i.e. the Project in question has already been completed* and accordingly directions were issued to the DTCP, Haryana to issue occupation certificate of the said project preferably before 14th May 2016.
- e) That in view of the afore mentioned findings by the Ld. Addl. Chief Secretary to Govt. of Haryana, Town & Country Planning Department, Chandigarh in the said Final Order dated 22.04.2016, it is evident that the Said Project was completed much before the date of said order dated 22.04.2016, hence it loses its character as an ongoing project and is not under the fold of RERA Act, 2016 as per law laid down by the Hon'ble Apex Court in Para No.54 of the Newtech Judgment.
- f) That as per finding rendered by the Ld. Addl. Chief Secretary to Govt. of Haryana, Town & Country Planning Department, Chandigarh in the said final order dated 24.04.2016 in the said appeal filed by the respondent, to the effect that the "construction of the multi towered commercial building has already been completed" itself clearly establishes that the said project was already completed much before the RERA Act, 2016 came in force and the said finding was never challenged and set aside by any Higher Authority and hence the said finding is binding upon all the allottee including the respondent and the same need not to be proved as per provision of Section 56 of the Evidence Act which states that "facts

Judicially noticeable need not be proved. Therefore, as per the above said order dated 24.04.2016 in the Appeal No. 13 of 2014 it was judicially noticeable that the project in question had already been completed i.e. much before the RERA Act came into force.

g) That even though the respondent had duly complied with all its obligations and had completed the construction and development of the respective units and were ready and willing to offer the possession, but due to non-receipt of the approval from the competent authority (DTCP), the respondent could not act further and offer possession. After filing an application for grant of Occupation Certificate in April, 2014, the Occupation Certificate was granted only on 14.09.2016. While waiting for the grant of the aforementioned Occupation Certificate, the respondent also paid composition charges on 29.06.2016 amounting to Rs. 1,48,91,000/- and also had to apply for license renewal for which it paid a sum of Rs, 94,80,000/-. Both the charges were paid under protest so as not to cause any further delay in attaining Occupancy Certificate. Moreover, as the grant of OC by the DTCP got delayed beyond a reasonable period, to fulfil the respondent's commitment with its clients, which had some legal implications, it had no alternative except to occupy some portion of the said building prior to receipt of OC. The respondent despite being ready and willing would not proceed further with offering possession despite the fact that there is no delay in completion of construction on the part of the respondent. As shown above, there has been no delay or failure on the part of the respondent's in performing its obligations and in fact the respondent itself bared the burnt-on account of the inaction by the competent authority and day by day incurred heavy cost in maintaining the premises and also further cost towards keeping the various approvals in place.

- h) That after making independent enquiries and being fully satisfied about the project the complainants approached the respondent for booking of a unit in the said commercial project. The complainants were allotted unit no. 48 vide allotment letter dated 21.04.2010. The space buyers agreement for unit no. 1 was executed between the parties on 31.05.2010. The basic sale price of the unit for super area admeasuring 1035 sq. ft. was Rs.50,81,850/- which was payable by the complainants alongwith EDC of Rs.1,55,250/- IFMS, electricity energisation charges and other charges, taxes, cess, duties as applicable as per the said space buyer agreement. The complainant opted for the construction linked payment plan. however, the complainant defaulted in making timely payments.
- i) That the complainants approached the respondent company seeking transfer of the unit no. 47 in their name. It is submitted that initially unit no. 47 was booked by one M/s. Shri Parasram Industries Pvt. Ltd. who had entered into space buyers' agreement with the respondent company on 15.05.2010. The original allottee thereafter vides transfer request letter dated 27.12.2010 had informed the respondent that they had sold the said unit no.47 to the complainants and requested the respondent to substitute the name of the complainants in place of their name in the above said space buyer's agreement dated 15.05.2010. Accordingly, the respondent post completion of necessary formalities for the said transfer issued transfer certificate dated 15.02.2011 transferring the allotment rights of the unit in question to the Complainants. Thus, the complainants stepped into the shoes of the original allottees. Accordingly, the space buyers' agreement and other documents were endorsed in favour of the complainants. The basic sale price of the unit for super area admeasuring 645 sq. ft. was

- Rs.31,66,950/- which was payable by the complainants along with EDC of Rs.96,750/-, IFMS, electricity energisation charges and other charges, taxes, cess, duties as applicable as per the said space buyer agreement. The complainants opted for the construction linked payment plan.
- j) That the complainants defaulted in making timely payments and thus, were in default of their contractual obligations. That despite force majeure situations faced by the respondent, the project was completed in March 2014 and the respondent applied for grant of occupation certificate on 17.04.2014.
- k) That the complainants approached the respondent company seeking transfer of the unit no. 125 in their name. Initially unit no. 125 was booked by and allotted to one M/s. Shri Parasram Holdings Pvt. Ltd. who had entered into space buyers agreement with the respondent on 05.06.2010. The original allottee thereafter vide transfer request letter dated 27.12.2010 had informed the respondent that they had sold the said unit no.125 to the complainants and requested the respondent to substitute the name of the complainants in place of their name in the above said space buyer's agreement dated 05.06.2010. Accordingly, the respondent post completion of necessary formalities for the said transfer issued transfer certificate dated 15.02.2011 transferring the allotment rights of the unit in question to the complainants. Thus, the complainants stepped into the shoes of the original allottees. Accordingly, the space buyers' agreement and other documents were endorsed in favour of the complainants. The basic sale price of the unit for super area admeasuring 1125 sq. ft. was Rs.50,62,500/- which was payable by the complainants along with EDC of Rs.1,68,750/- IFMS, electricity energisation charges and other charges, taxes, cess, duties as

applicable as per the said space buyer agreement. The complainant opted for the construction linked payment plan.

- l) That the complainants defaulted in making timely payments and thus, were in default of their contractual obligations. It is stated that in the year 2015 another allottee of a unit in the said complex by the name of Dr. Vinod Kumar Nigam had approached the respondent if he could be allotted a separate unit as he wanted a self-use unit for the purpose of opening his clinic and did not want a unit which would form part of any virtual space/larger area under leasing scheme. In view thereof and in light of the location of complainant's units, the respondent had approached the complainants requesting if they would be desirous of exchanging their unit bearing no. 125 at the first floor with unit no. 49 at the ground floor which would fall adjacent to the other existing units of the complainants i.e. 47 & 48, providing the complainants cumulative larger space totalling to 2,200 sq. ft. of super area. After proper due-diligence at the by the complainants and after consideration of the location of a third unit on the ground floor itself, rather than a unit on a first floor (at the same cost as the original unit), the complainants keeping in view the added advantage of the co-joint larger unit and also in view of the fact that there was total outstanding of more than Rs.12 Lakhs payable by them against unit no.125 since several months which complainants had failed to pay despite receipt of various demand letters and reminders from the respondent, the complainants had consented to the exchange of the said unit from unit bearing 125 on the first floor to the unit bearing no. 49 on the ground floor.
- m) It is submitted that the complainants had consented to the exchange of the said unit from unit bearing 125 on the first floor to the unit bearing no. 49 on the ground floor. The said complex is a commercial complex

and the ground floor always attracts more footfall and business than any of the upper floor, which is well within the knowledge of complainants and on the contrary the new unit 49 is now situated in a prime location than the original unit.

- n) That in pursuance of your complainants' consent to the change of units, complainants had endorsed a surrender chart indicating the balance payment payable after acceptance of the new unit on 16.12.2016. Consequently, the original space buyers agreement for the unit no.125 was also duly endorsed as cancelled on the same date i.e. 16.12.2016. Thus, the complainants since that date no longer remained the allottees of unit no.125.
- o) That as per the surrender chart/ swapping chart it was agreed between the parties that post adjustment of amounts, a sum of Rs.12,36,060/- including amount due on possession was required to be deposited by the complainants towards pending dues. The respondent company as a goodwill gesture gave the complainants a discount of Rs. 4,77,830/- and requested them to deposit Rs. 7,58,230/- as balance amount towards the three units i.e. unit no. 47, 48 and 49 and take possession of the same. The said adjustment was made post receipt of the Occupation Certificate dated 14.09.2016 and the said fact was well within the knowledge of the complainants.
- p) The complainants with a mala fide intent sent a frivolous legal notice to the respondent dated 30.10.2017. The complainants sent vague legal notice with a clear intention to extort money by arm twisting the respondent despite being aware of the fact that the complainants themselves at default in making payments as per the terms and conditions of space buyers agreement executed between the parties. The respondent had duly replied to the legal notice vide reply to legal

notice dated 15.12.2017 wherein the respondent asked the complainants to take possession of the units.

- q) That as per the said statement of accounts the complainants are liable to make payment of outstanding amount of Rs.84,70,523/- including maintenance charges and fixed minimum load electricity charges against the said unit nos. 47, 48 and 49 till the date of filing of the present reply, for which demand invoices have been sent to the complainants from time to time.
- r) The complainants never paid the due amount and also are not paying the common area maintenance charges etc. as applicable nor are taking possession of the said units and since then are making every attempt to harass the respondent herein and its directors and officers on one and other false pretext and are indulged in forum hunting to continuously harass the respondent and its directors and officials.
- s) That the respondent had approached the complainants requesting if they would be desirous of exchanging their unit bearing no. 125 at the first floor with unit no. 49 at the ground floor which would fall adjacent to the other existing units of the complainants i.e. 47 & 48, providing the complainants cumulative larger space totalling to 2,200 sq. ft. of super area. After proper due-diligence at the by the complainants and after consideration of the location of a third unit on the ground floor itself, rather than a unit on a first floor (at the same cost as the original unit), the complainants keeping in view the added advantage of the co-joint larger unit and also in view of the fact that there was total outstanding of more than Rs.12 Lakhs payable by them against unit no.125 since several months which complainants had failed to pay despite receipt of various demand letters and reminders from the respondent. The complainants had consented to the exchange of the said unit from unit

- bearing 125 on the first floor to the unit bearing no. 49 on the ground floor (hereinafter referred to as Unit No.3). It is pertinent to mention that the said complex is a commercial complex and the ground floor always attracts more footfall and business than any of the upper floor, which is well within the knowledge of complainants and on the contrary the new unit 49 is now situated in a prime location than the original unit.
- t) That in pursuance of complainants' consent to the change of units, complainants' had endorsed a surrender chart indicating the balance payment payable after acceptance of the new unit on 16.12.2016. Consequently, the original Space Buyers Agreement for the unit no.125 was also duly endorsed as cancelled on the same date i.e. 16.12.2016. Thus, the complainants are not the allottees of unit no.125.
- u) That as per the surrender chart/ swapping chart it was agreed between the parties that post adjustment of amounts, a sum of Rs.12,36,060/- was required to be deposited by the complainants towards pending dues. The respondent as a goodwill gesture gave the complainants a discount of Rs. 4,77,830/- and requested them to deposit Rs. 7,58,230/- as balance amount towards the three units i.e. unit no. 47, 48 and 49 and take possession of the same. The said adjustment was made post receipt of the occupation certificate dated 14.09.2016 and the complainants had seen the units with their open eyes and had agreed to take the same.
- v) That as far as unit bearing no. 125 is concerned that after the confirmed accepted cancellation of the same, the respondent thereafter duly executed the conveyance deed for unit no. 125 on the first floor in favour of Dr. Vinod Kumar Nigam on 24.04.2017, which conveyance deed had been duly registered which is well within the knowledge of the complainants. The same was also informed to the complainants orally as well as through reply to legal notice dated 15.12.2017.

w) That the complainants with respect to the present allotment as well as cancelled unit i.e. unit no. 125 approached Civil/Criminal Courts/Sub-Divisional Magistrate/ Authorities to arm twist the respondent. The complainants by way of the present complaint are re-agitating issues raised before the Courts/Authorities

10. All other averments made in the complaints were denied in toto.
11. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

12. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaints for the reasons given below:

E.I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the Town and Country Planning Department, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes with office 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 complaints.

E.II Subject matter jurisdiction

14. 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 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.

15. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaints regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainants

- F.1 Direct the respondent to deliver immediate possession of the Space No. 48 on Ground Floor, admeasuring the super area of 1035 Sq. Ft. in the project known as "Splendor Trade Tower, Sector 65, Gurugram Haryana as per approved plan for License bearing no. 104 of 2008 dated 15.05.2008 granted for setting up of Commercial Colony for the land measuring 2.708 acres in Sector - 65, Gurugram along with all the promised amenities and facilities and to the satisfaction of the complainants.**

16. The complainants state that they were induced by the developer of Splendor Trade Tower, Sector 65, Gurugram, to purchase three commercial units based on assurances of timely completion, assured returns, and high appreciation. They paid more than Rs1.14 crore towards units 47, 48, and 125, but possession was not delivered within the promised period, and the units were allegedly found to be smaller than represented. The complainants further state that the developer misled them into surrendering original documents of unit no. 125 on the pretext of a proposed lease arrangement with Moti Mahal Restaurant and subsequently transferred the unit to Dr. Vinod Kumar Nigam without their consent or execution of any transfer documents. Despite repeated requests, legal notices, police complaints, and court proceedings, the disputes remained unresolved. The complainants also allege building plan violations, irregularities in area calculations and loading factors, non-compliance with statutory requirements under the Haryana Apartment Ownership Act, 1983

and various acts of fraud, misrepresentation, unfair trade practices, and illegal allotment by the developer, causing substantial financial loss and prejudice to their rights.

17. On the contrary the respondent states that the complaint is not maintainable because the Occupation Certificate for Splendor Trade Tower was issued on 14.09.2016, before RERA and the Haryana RERA Rules came into force, making the project a completed rather than an ongoing project. The respondent further states that construction was completed by March 2014 and that any delay in offering possession was due to the delayed issuance of the Occupation Certificate by the authorities, not the builder's fault. The complainants themselves defaulted in making timely payments and accumulated substantial outstanding dues. Regarding unit no. 125, the respondent claims that the complainants voluntarily agreed to exchange it for unit no. 49 on the ground floor, a more commercially advantageous location adjacent to their other units, and formally accepted the swap by signing a surrender chart on 16.12.2016, leading to the cancellation of the original agreement for unit no. 125. Thereafter, unit no. 125 was lawfully allotted and conveyed to Dr. Vinod Kumar Nigam. The possession of units 47, 48, and 49 was available upon payment of outstanding dues, that concessions were granted as a goodwill gesture and that the complainants have repeatedly initiated legal proceedings and complaints with mala fide intentions despite their own contractual defaults and refusal to take possession.
18. The Authority observes that the complainants have previously filed a complaint bearing no. CR/1543/2019 against the subject units before the Authority which was decided by the Authority vide order dated 28.08.2019 wherein Authority gave a finding that it does not have jurisdiction to try the erstwhile complaint as the Occupation Certificate was received on 14.09.2016 which was way before , the advent of RERA, hence the complaint

was disposed of. The complainants did not prefer any appeal against the said order dated 28.08.2019 and the same has attained finality.

19. After considering the documents available on record as well as submissions made by the parties, the Authority is of the view that the present complaint is not maintainable before the Authority as is barred by the principle of res-judicata as the matter in issue between the parties has already been heard and decided by the Authority vide order dated 28.08.2019 in the former complaint bearing no. CR/1543/2019. Further, if any party fails to abide by the directions mentioned in the said order, then the same shall be enforced by the executing authority as provided under Section 40 of the Act of 2016 read with Rule 27 of the Haryana Real Estate (Regulation and Development) Rules, 2017, in such manner as may be prescribed. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. Therefore, subsequent complaint on same cause of action is barred by the principle of res-judicata as provided under Section 11 of the Code of Civil Procedure, 1908(CPC). Section 11 CPC is reproduced as under for ready reference:

"11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.

Explanation I.—*The expression "former suit" shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.*

Explanation II.—*For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.*

Explanation III.—The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.

Explanation IV.—Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.

Explanation V.—Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.

Explanation VI.—Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating.

1[Explanation VII.—The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.

Explanation VIII. —An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as res judicata in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised.]”

20. The Authority is of view that though the provisions of the Code of Civil Procedure, 1908 (CPC) is, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided therein are the important guiding factors and the Authority being bound by the principles of natural justice, equity and good conscience has to consider and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the Act if such provision is based upon justice, equity and good conscience. Thus, in view of the factual as well as legal provisions, the present complaint stands dismissed being not maintainable
21. This decision shall mutatis mutandis apply to cases mentioned in table at page no.1 of this order.

22. Complaints stand disposed off.
23. Files be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Date: 19.05.2026



HARERA
GURUGRAM