

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

Complaint No. :205 of 2025

Date of Decision: 11.05.2026

Virendra Kumar Gupta son of Rajendra Kumar Gupta, resident of O-28, 2nd Floor, South City-1, Gurugram, Haryana-122001.

.....Complainant.

Versus

Suposhaa Realcon Private Limited, Regd. Office- Unit No. 12A Floor, Tower 2 M3M International Financial Center, Sector-66, Gurugram, Haryana-1221002.

.....Respondent.

APPEARANCE

For Complainant: Mr. Nityanand Singh, Advocate.
For Respondent: Ms. Shriya Takkar, Advocate.

ORDER

This is a complaint filed by Virendra Kumar Gupta (allottee) under section 31 read with section 71 of The Real Estate (Regulation and Development) Act, 2016 (in brief "The Act of 2016"), against Suposhaa Realcon Private Limited (promoter/developer).

2. The brief facts of the complainant's case are that he is a law-abiding citizen of India and residing at above mentioned address. Being an


AO

innocent customer, he (complainant) has been allured to see rosy pictures of respondent's proposed project and trapped in respondent's net. Respondent's executive Ms. Neha Vajpayee called complainant and compel to pay the pre-booking amount of Rs.2,00,000/-. She (respondent's executive) told the complainant that the total cost of flat/apartment would be Rs.1,20,17,500/- inclusive of all and no other cost. She had stated about aforesaid total amount of sale only orally. She did not provide any document to this effect.

3. When above named respondent's executive neither sent anyone with documents to be signed nor sent those documents, then complainant enquired about the documents to be signed. Then, said executive called him (complainant) and stated that once he (complainant) will pay further amount of Rs.16,00,000/-, then and only then the allotment letter will be issued.

4. That he (complainant) had already been trapped into respondent's net, therefore, the circumstances compelled him to pay further Rs.16,00,000/- through cheques i.e. cheque no. 072923 dated 06.11.2021 of Rs.10,00,000/- and cheque no. 072922 dated 15.11.2021 of Rs.6,00,000/-. Respondent's executive compelled him (complainant) to sign on the printed application form with some blank spaces and he (complainant) was constrained to sign the same on blank printed

AD

application form. He handed over said documents to respondent's executive and received a photocopy of that application. Till today, blank printed application form has not been signed by the respondent and it was returned to the complainant.

5. That once he (complainant) paid an amount of Rs.18,00,000/- then the respondent issued an allotment letter dated 13.12.2021. A residential independent floor K-11A, 2.5 BHK in Block No. K-11 having carpet area of 621.72 sq. feet, in "SMART WORLD ORCHARD" project situated at Sector-61, Gurugram, Haryana was allotted to him. In allotment letter, the respondent had increased the cost of the flat/apartment. The total cost of his flat has become to Rs.1,28,28,375/- including PLC (Prime Location Charges) and other charges in place of Rs.1,20,17,500/-.

6. That respondent's sales executive convinced him (complainant) that only single flat is available for booking and that on first come and first serve basis, in 15:75:10-Sub-Vention Payment Plan and in Sub-Vention Payment Plan. He (complainant) had to pay initial booking amount (i.e., 15% of total basic consideration amount of flat) at the time of booking and 75% of consideration amount had to be paid on the basis of the status of construction as per the payment plan by loan through Bank. At the time of possession of flat, the complainant had to pay remaining 10% of consideration amount.

h/b
AO

7. That he (complainant) being an innocent person believed respondent's representation and paid an amount of Rs.18,00,000/- through various cheques and modes mentioned in complaint. After payment of aforesaid amount as per Sub-Vention plan, the respondent issued allotment letter dated 13.12.2021, in which it was specifically mentioned that total consideration of flat is inclusive of PLC charges. He (complainant) surprised with the PLC charges as it was never discussed with him prior to booking of the flat. It is totally unethical practise adopted by respondent for business transaction.

8. That complainant was shocked to see the increased cost of flat/apartment and strongly objected the PLC which was never discussed in the meeting either at the time of pre booking or at the time of receiving the cheque of Rs.16,00,000/-. It was agreed between the respondent and him (complainant) that the cost of the flat is Rs.1,20,17,500/- with additional rebate of Rs.30,000/- per month for 2 years amounting to Rs.7.20 lakhs, to be adjusted from the last payable instalment in account of pre handover (as per letter dated 18.12.2021).

9. That the complainant being aggrieved by respondent's aforesaid conduct, wrote a letter dated 14.02.2022 for redressal of his grievances, but the respondent neither replied satisfactorily nor resolved

drh
AO

the issues of complainant. The respondent sent a demand letter of Rs.52,55,607/- which is totally illegal and unjustified.

10. That the respondent compelled him (complainant) to sign the Buyer and Builder Agreement, which was heavily loaded in respondent's favour, however, the complainant did not sign the same as he was not in agreement with payment scheme, offered by the respondent. During booking of flat, it has been agreed that payment plan of the flat is sub-vention scheme and after some time as per respondent's comfort & convenience, respondent changed payment plan of the allotted unit.

11. That the respondent raised demand letter on 25.02.2022 and 09.08.2022 demanding an amount of Rs.52,55,609/- against the cost of the flat, which is totally unjust and unfair. He (complainant) had to make payment of flat in sub-vention scheme i.e., 15:75:10. The complainant had paid an amount of Rs.18,00,000/- as 15% of total consideration of the flat and remaining amount had to pay as per the sub-vention scheme, however in respondent's demand letter payment demanded by them are totally contrary to the payment plan.

12. That he (complainant) received a cancellation letter dated 16.08.2022 from respondent mentioning that complainant's allotment has been terminated by the respondent. Said letter has been sent to him, without giving any appropriate reason and without resolving issue of the

Sub
AO

complainant. The respondent's conduct is totally unfair, unjust and illegal and the same is not tenable in the eyes of law. Furthermore, in the cancellation letter, sent by the builder/respondent, it is mentioned that out of Rs.18,00,000/- deposited by him, an amount of Rs.12,82,838/- stands forfeited. He (complainant) being aggrieved by respondent's conduct, wrote an email dated 29.08.2022 for redressal of his grievances, however, the respondent neither replied satisfactory nor resolved the issue.

13. That respondent has sold the flat which was allotted to him (complainant) to another person without any intimation. Even after requesting several times for reinstate of allotment of the apartment, the respondent did not reinstate the allotment of the apartment. He(complainant) was thus compelled to serve a legal notice dated 14.02.2023 through his counsel.

14. Contending all this, complainant has sought following reliefs/compensations: -

- a) to direct the respondent to pay a sum of Rs.1,00,000/- as litigation expenses to the complainant,
- b) to direct the respondent to pay compensation charges of Rs.10,00,000/- to complainant from the date of respective payment,
- c) to penalize and punish the respondent for accepting the booking amount before registration of project,


AO

d) to pass any other orders/reliefs as it may deem fit.

15. The respondent contested the complaint by filing a written reply. It is averred that the present complaint is baseless, vexatious and is not tenable in the eyes of law, therefore, it (deserves) to be dismissed at the very threshold.

16. That there is no violation of sections 12, 14, 18 and 19 of Act of 2016. The allotment in favour of the complainant was cancelled vide cancellation letter dated 16.08.2022 on account of default in making payment. It is pertinent to reiterate that as a goodwill gesture, the respondent has already refunded the entire amount paid by the complainant amounting to Rs.18,00,000/- without any deductions vide RTGS on 15.04.2023. Further, the complainant has also accepted the said amount without raising any objection whatsoever. Although, as per terms of the application form and allotment letter, the respondent was entitled and well within its rights to deduct the earnest money (10% of total sale consideration) along with non-refundable amounts. Said amount was refunded on a specific request of the complainant made vide email dated 30.11.2022. The complainant is not entitled to any relief whatsoever.

17. That in due consideration of the complainant's commitment to make timely payments, the respondent allotted Unit No. K-11A vide

24/6
AO

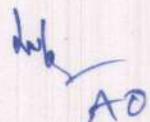
allotment letter dated 13.12.2021 along with welcome letter dated 13.12.2021. The cost of the said unit was Rs.1,28,28,375/- plus taxes and other charges. The complainant on his own free will and understanding of the legal import and effect opted for a specific payment plan i.e., 15:75:10 plan. Thereafter, the complainant was requested to come forward and to execute the Buyers Agreement but to no avail. The complainant had earlier expressed his interest for the purchase of a ready to move in unit (OC was received) in one of the properties acquired by the respondent.

18. Contending all this, respondent prayed for dismissal of the complaint.

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

20. During deliberations, it is disclosed that the present complainant had approached Real Estate Regulatory Authority, Gurugram (in brief "the Authority") by filing a complaint No.2453 of 2023 seeking reinstatement of flat/apartment, which was cancelled by the respondent. Said complaint has been dismissed by the Authority vide order dated 02.08.2024.

21. While disposing of said complaint, the Authority noted that "as per documents on record, the complainant sent email to the respondent on


AD

30.11.2022, mentioning the status of said unit and payment details. In said email, the complainant had alternatively opted for relief of refund. It was observed that the amount paid by the complainant has already been fully refunded to the latter (complainant) on 15.04.2023".

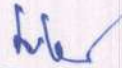
22. The fact that the complainant wrote such an email and again that the amount paid by him (complainant) has already been refunded and that too along with interest, are admitted on behalf of the latter (complainant). The Authority was of the view that despite issuing notice again and again, the complainant did not pay the amount due and hence, the respondent cancelled the unit. Learned counsel for the respondent reminded that it was agreed between the parties that in case of said default, her client (respondent) was entitled to cancel the allotment.

23. So far as plea of the complainant that cost of his apartment/flat was increased without his consent is concerned, this issue has not been established on record. Similarly, I find no reason to believe that the complainant was compelled or constrained to make payment having been compelled on behalf of the respondent. The complainant has mentioned name of some lady stated to be a sale's executive of the respondent, who allegedly pressurized him to pay certain amount, but this fact has not been proved on record. A bald ^{allegation} ~~plea~~ without any supporting evidence cannot be relied upon.

dub
AO

24. The complainant has thus failed to prove any of his allegations against the respondent. In such circumstances, no relief can be granted to him. The complaint in hand is thus dismissed. File be consigned to the record room.

Announced in open court today i.e. **on 11.05.2026.**



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

Present: Mr. Nityanand Singh, Advocate for complainant.
Ms. Shriya Takkar, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.



(Rajender Kumar)
Adjudicating Officer,
11.05.2026