

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

Complaint No. :4929-2024

Date of Decision: 30.09.2026

Rajendra Pratap Singh son of Nidhan Singh, resident of Flat No.2074, Plot No.35, Sanskriti Apartment, Sector-10, Dwarka, New Delhi.

..... Complainant.

Versus

1. M/s Godrej Projects Development Pvt. Ltd., having its office at Godrej-1, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai-400079, Maharashtra.

Also, at: 3rd Floor, UM House Tower-A, Plot No.35, Sector-44, Gurugram.

2. M/s Magic Info Solutions Private Limited, having its office at D-155, Basement, Defence Colony, New Delhi-110024,

Also, at: L-24/10, DLF Phase-2, Gurugram, Haryana.

..... Respondents.

APPEARANCE

For Complainant:

Mr. Hemant, Advocate.

For Respondents:

Mr. Saurabh Gauba, Advocate.

ORDER

This is a complaint filed by Mr. Rajender Pratap Singh (allottee), under section 31 of The Real Estate (Regulation and Development), Act



2016 (in brief "Act of 2016") against M/s Godrej Projects Development Pvt. Ltd. & Anr. (promoters).

2. Briefly stated, according to the complainant, he had purchased a unit No.1404, 13th Floor, Tower-A, having super area of 2324 sq. ft. in the project "Godrej Summit" situated in Sector-104, Gurugram, being developed by the respondents. Total sale consideration of the aforesaid unit was agreed as Rs. 1,62,68,000/-. An allotment letter in respect of the aforesaid unit was issued in his (complainant) favour on 22.07.2019 by the respondent No.2. He(complainant) paid an amount of Rs.1,73,81,000/- . A Builder Buyer's Agreement (BBA) was executed between the parties.

3. That after execution of BBA, he (complainant) requested the respondents to issue offer of possession for his unit, but they lingered on the matter on one pretext or the other. Whenever, he (complainant) approached respondent No.2, it used to convey him (complainant) that his unit was with the respondent no.1 since they were in collaboration and respondent No.1 will offer him the possession. When he (complainant) approached respondent No.1, he (complainant) was directed to approach respondent No.2 for possession.

4. That the respondents in collusion with each other and in order to cheat him(complainant) and to grab his hard-earned money and to cause

unlawful gains to themselves from the very beginning played a fraud upon him (complainant) and did not offer possession of the flat in his favour. Further, he (complainant) never received any cancellation letter. He (complainant) approached the respondents seeking refund his money, but they failed to do so.

5. That he (complainant) filed a complaint against the respondents before The Haryana Real Estate Regulatory Authority, Gurugram, seeking refund along with interest, which is pending. The respondents have forced him (complainant) to suffer grave, severe and immense mental and financial harassment with no fault on his part.

6. Citing facts as mentioned above, the complainant has prayed for following reliefs: -

- a) to direct the respondents to pay compensation of Rs.16 lakhs to the complainant on account of physical harassment, mental agony and monetary loss and sufferings because of the respondents' act:
- b) to direct the respondents to pay an amount of Rs.55000/- to the complainant as cost of the present litigation.

7. The respondent No.1 contested the complaint by filing a written reply. It is admitted that it (respondent No.1) in a Joint Venture with the respondent No.2 had developed the project "Godrej Summit", but according to it, all the transactions i.e. receiving of consideration

amount/instalments, issuing of allotment letter, application for obtaining OC etc. were done by the respondent No.2. It (respondent No.1) was not even a party to the BBA.

8. That it (respondent No.1) neither received any sale consideration from the complainant nor it is signatory to any agreement with respect to unit No. A-1404. That 'double financing' and 'double selling' based on the same security property could not have occurred without the active participation of the respondent No.2, its director and complainant in collusion with other unknown individuals.

9. That it (respondent No.1) has filed police complaints dated 25.08.2023 and 30.04.2024 with the Commissioner of Police, Gurugram, on the basis of which FIR No.243/2024 dated 13.08.2024 has been registered against the respondent No.2 and others. That there exists no privity of contract between it (respondent No.1) and the complainant. That since the complaint is already pending before the Authority, the instant complaint seeking compensation before any inquiry by the Authority is not maintainable.

10. Contending all this, the respondent No.1 prayed for dismissal of the present complaint.


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

12. At the outset, it is contended by learned counsel for the respondents that the present complaint is not maintainable in view of Rules 28&29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in brief "Rules of 2017") as no finding has been given by the Authority against his clients having breached any Rule. Learned counsel referred an order passed by The Haryana Real Estate Appellate Tribunal, Chandigarh (in brief "The Appellate Tribunal") in Appeal No.08 of 2026 titled as "M/s St. Patricks Realty Private Ltd. vs. Neha Prasad & Ors." decided on July 01, 2026.

13. Although, it was not disclosed in detail either by the complainant in his complaint or by any of respondents in its written reply but this Forum came to know during deliberations the fact that present complainant had approached the Real Estate Regulatory Authority, Gurugram (in brief the Authority) by filing 4 complaints i.e. complaints no. CR/4470/2023, CR/4471/2023, CR/5257/2023 and CR/5280/2023, seeking refund of amounts paid by him in relation to said four separate units purchased by him from the respondents. Said complaints have been decided by the Authority through a single order dated 10.09.2025. A perusal of said

order makes it clear that when it was pointed out to the Authority that units allotted to present complainant were sold by the respondent no. 2 to some other buyers also and some FIR has also been registered in this regard and again that some recovery suit was pending before that The Debt. Recovery Tribunal (DRT), the Authority noted as-

There is a clear element of criminality as the units mentioned in para 3 of this order have been either mortgaged/financed through multiple financial institutions or have been sold to multiple persons and recovery proceedings are presently going on against them.

14. The Authority became of the view that *"any adjudication with respect to the instant matters would result in multiplicity of litigations as the entire transaction of sale was being investigated by the police authorities and further, that said dispute was also pending before the DRT, The Authority was not competent to go into legality of sale and was lacking the jurisdiction to decide ownership/title"*. Considering all this, the Authority dismissed complaint finding that it was not maintainable before it (Authority). The complainant was left at liberty to approach any Competent Court of Law.

15. Apparently, this Forum (Adjudicating Officer) cannot sit in appeal against an order passed by the Authority, judicial conscience of the


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undersigned has exhorted the latter (me) to comment that the complainant is not only victim of respondents, same has failed to get justice from law.

16. Whatsoever it may be, powers of this Forum are limited. Rule 29(1)(a) of Rules of 2017, provides that any aggrieved person may file an application/complaint with the adjudicating officer for adjudging quantum of compensation as provided under sections 12, 14, 18 and 19, **where violation by the promoter has been established by the Authority in an inquiry under section 35 in form CAO....** Similarly, Rule 28(2)(m) of said Rules mentions the procedure for filing a complaint before the Adjudicating Officer. The relevant portion of same is reproduced here as under: -

*"If the complaint in form 'CAO' filed before the adjudicating officer for adjudging quantum of compensation, **the complaint shall be admissible from the stage of concluding inquiry by the Authority**"*

17. This Forum (Adjudicating Officer) cannot adjudge amount of compensation for loss suffered by an allottee unless violation by the promoter has been established by the Authority. As pointed out by learned counsel for the respondents, the Appellate Tribunal in M/s St. Patricks Realty Pvt. Ltd. case (supra) held that the Adjudicating Officer has no jurisdiction without any such finding given by the Authority.

18. In facts as described above, present complaint is not maintainable before the Adjudicating Officer, same is thus dismissed. Parties to bear their own costs. File be consigned to the record room.

Announced in open Court.
today i.e. **on 30.09.2026.**


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

Present: Mr. Hemant, Advocate for the complainant.
Mr. Saurabh Gauba, Advocate for the respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
30.09.2026