BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Filing: 23.05.2025
Date of order: 08.09.2026

Vandana Goel
R/o: - 5A/1, Toot Sarai, Malviya Nagar, South Delhi - 110017

Complainant

Versus

Loon Land Development Limited
Regd. Office at: 1221-a, Devika Tower, 12th Floor, 6 , Nehru Place, New Delhi-110019

Respondent

CORAM:
Sh. Arun Kumar — **Chairman**

APPEARANCE:
Sh. Sanjeev Kumar Sharma (Advocate) — Complainant
Ms. Shriya Thakkar (Advocate) — Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions as provided under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. N.	Particulars	Details

1.	Name of the project	"M3M Golf Hills Phase I", Sector- 79, Gurugram
2.	Nature of project	Group Housing Residential Complex
3.	RERA registered/not registered	Registered vide no. 48 of 2023 dated 29.03.2023 valid upto 28.02.2031
	Licensed area	20.0438 acres
4.	DTPC License no.	19 of 2019 dated 11.02.2019
	Licensed area	53.3833 acres
5.	Allotment letter	N/A
6.	Unit no.	1403, Tower-20 [Stated by the complainant at page no. 6 of the complaint. However, no supporting documents placed on record.]
7.	Unit area admeasuring	2685 sq. ft. [Page no. 15 of the complaint]
8.	Expression of Interest	04.01.2024 [Page no. 15 of the complaint]
9.	Possession clause	**N/A**
10.	Due date of possession	N/A
11.	Total sale consideration	Rs.3,16,33,215/- (As per EOI at page 15 of the complaint)
12.	Amount paid by the complainant	Rs.30,00,000/- [Rs.25,00,000/- and Rs.5,00,000/-] (As per copy of cheques at page 68 of the complaint)

13.	SOA mentioning dishonor of cheque of Rs.5,00,000/-	06.04.2023 with Transaction Id: S5425531 [Page 27 of reply]
14.	Refund of Rs.25,00,000/- to the complainant	25.04.2025 with Transaction Id: S8604417 [Page 34 of reply]
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions: -

I. On representation made by the respondent M/s Loon Land Development Limited in advertisements through newspapers etc. that it was to construct a Group Housing Residential Complex with all amenities etc. at one undivided single parcel of land located at M3M Golf Hills sector 79 Gurugram, Haryana and sell the apartment with the Loon Land Development Limited for which it has been granted license vide License no. 832/564 dated 03/06/2024 and Memo No. ZP-1714/JD(RA)/2023/7411 dated 13-03-2023 and RC No. 48 of 2023 by the DGTCP Haryana.

II. The respondent at the time of selling the units to the complainant and directed the complainant to pay an amount of Rs. 5,00,000/- at the time of booking, and Rs 25,00,000/- lakhs before the registration of the unit, which collectively amounts to 10% of the total sale consideration.

III. An Expression of Interest (EOI) was entered into between the Complainant and the Respondent in respect of a unit in the project in the beginning of 2024.

IV. The complainant booked unit no. 1403 in Tower 20 of the project titled M3M Golf Estate – 2, situated at M3M golf hills, sector 79, Gurgaon, Haryana – 122001, and paid a total amount of rs.30,00,000/- to the respondent.

V. The said EOI payment was made in two parts – Rs.25,00,000/- through cheque No. 22341 dated 26-01-2024 and Rs. 5,00,000/- payment at the time of booking through cheque no. 000009 dated 31-03-2023. The total payment of Rs. 30, 00, 000/- constitute 10% of the total consideration value TCV of the unit.

VI. That after accepting the EOI and payment, it was the responsibility of the respondent to initiate the booking formalities, including inviting the complaint for unit selection, issuance of the allotment letter, execution of the BBA, and eventual registration. The Respondent failed to fullfill these obligations.

VII. The respondent failed to respond to the complainant communication. Subsequently, the complainant sent another email dated 02-05-2024, reiterating the request and seeking a response from the respondent.

VIII. Furthermore, the Complainant informed the respondent via email that due to the serious health condition of the Complainant mother, additional time was required until 05-05-2024 to complete the formalities, Nevertheless, the Respondent granted only a 30-day period, disregarding the exigent personal circumstances of the complainant.

IX. The complainant also inquired about the loan process from respondent and received reply that the bank affiliated with the respondent project, shall process the loan. The Developers was arrested following a raid conducted by the Enforcement Directorate (ED). Subsequently, all three directors were arrested and jailed hence all banks refused to sanction loans in the name of the respondent company.

X. The complainant has paid 10% of the TCV before the execution of the BBA, However, the conduct of the respondent indicates mala fide intentions to extract further amounts from the complainant, which is evident from the contents of the respondent emails dated 27-04-2024.

C. Relief sought by the complainant

4. The complainant has sought following reliefs:

   a. Direct the respondent to to immediately execute the Builder Buyer Agreement (BBA) in accordance with the RERA Act and applicable rules.

   b. Direct the respondent to issue the allotment letter and provide complete documentation and project details.

   c. Impose penalty under the applicable provisions of RERA for non-compliance.

D. Reply by the respondent

5. Respondent has made following submissions:

6. Transaction 1: Interest shown for booking of a unit with M/s M3M India Pvt. Ltd

   I. The complainant has approached the Hon'ble Authority with unclean hands and has tried to mislead the Hon'ble Authority by making incorrect and false averments and stating untrue and/or incomplete facts and, as such, is guilty of *suppressio very suggestion falsi*. The complainant has suppressed and/or misstated the facts, and, as such, the complaint apart from being wholly misconceived, is rather an abuse of the process of law.

   II. As per the information derived from M/s. M3M India Pvt. Ltd, it transpired that the complainant had earlier expressed his interest an allotment of a residential apartment in one of the projects of M3M India Pvt. Ltd. (hereinafter referred to as 'Associate

Company') wherein occupation certificate has been granted by submitting a sum of Rs. 5,00,000/- vide cheque dated 31.03.2023 towards the booking.

III. However, no such payment was ever realised from the said cheque by the associate company, as the alleged cheque signed by one Mr. Pankaj Mittal, tendered by the complainant was dishonoured on presentation due to insufficiency of funds. Consequently, the alleged expression never fructified into any transaction qua the complainant or the one Mr. Pankaj Mittal and the associate company, and no rights or obligations ever arose therefrom.

IV. The complainant has failed to implead M/s. M3M India Pvt. Ltd. as a party in the present complaint. Thus, the present complaint is liable to be dismissed for non-joinder of necessary party.

7. Transaction II: Pertaining to interest shown n M3m Golf Hills Phase 1, Sector 79 Gurugram.

I. The complainant approached the answering respondent through her broker and expressed her interest in booking a unit in the project M3M Golf Hills Phase 1 at Sector- 79 Gurugram and tendered a total sum of Rs. 25,00,000/- to the respondent on her own free will and volition vide cheque dated 03.04.2024. The said project is a registered project in the name of the respondent company i.e. M/s Loon Land Development Limited with the Honorable Authority vide RERA Registration No. 48 of 2023 dated 29.03.2023.

II. In due consideration of the commitments by the complainant to comply with the terms of the booking/ expressed interest, the respondent company invited the complainant to visit the office of

the respondent for submitting the application form, completing the booking formalities, and making the further payments to fructify the transaction, but to no avail.

III. The complainant was aware about her duty to come forward to submit the application form, select the unit, confirm the booking, complete all booking formalities including selection of unit and finalising the payment plan, failed to do so. The complainant despite being aware of her obligations failed to come forward to submit the application form and complete the booking formalities as a consequence of which no unit could ever be allotted to the complainant. the respondent cannot be held liable for the wilful default of the complainant and by way of the present complaint, the complainant is trying to take advantage of her own wrongs and shortcomings.

IV. The respondent company sent various reminders inviting the complainant but the complainant kept on avoiding and exaggerating the process for the reason best known to her. Even after the aforesaid series of events, the respondent company, as a gesture of goodwill, extended a period of one year to the complainant for completion of the booking formalities. Since, the complainant failed to complete the booking formalities including but not limited to zeroing down and selecting a unit for herself from the inventory available with the respondent promoter as a result of which the said transaction could not crystalize into allotment. Thus, no unit was ever allotted to the complainant especially in a purely commercial transaction like the present one. That the booking not having been fructified into allotment.

V. Since, the complainant was not coming forward to select the unit and therefore the respondent was constrained to cancel the booking of the complainant and refund the amount of Rs.25,00,000/- deposited by the complainant on 25.04.2025 and the same is lying deposited in the bank account of the complainant.

VI. Since the amount deposited by the complainant stands refunded to the complainant and the same has been accepted by the complainant without any protest or demur, the complainant has no locus standi to file and maintain the instant complaint and neither has any actionable cause to maintain the present complaint.

VII. That it is only due to the failure on the part of the complainant to submit the application form and complete all the formalities including but not limited to depositing 10% of sales consideration and further execute all requisite documents, that the respondent company was impeded from allotting a unit in favor of the complainant and hence the respondent was left with no other alternative and was thus constrained to cancel the booking and refund entire amount deposited by the complainant.

VIII. The entire amount of Rs. 25,00,000/- deposited by the Complainant was refunded on 25.04.2025 vide RTGS, before the filing of the present complaint and the complainant had accepted the amount refunded by the respondent without any protest or demur. Therefore, it is imperative to state herein that the complaint filed by the complainant is a glaring case of the pot calling the kettle black, wherein the complainant has just cast all

the burden of her defaults upon the shoulders of the respondent company.

8. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents as well as submissions made by the parties.

E. Jurisdiction of the Authority

9. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I. Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this Authority has complete territorial jurisdiction to deal with the present complaint.

E.II. Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11***
> .....
> *(4) The promoter shall-*
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

Section 34-Functions of the Authority:
34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

12. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the objections raised by the respondent

F.I Objections regarding maintainability of the complaint on account of refund of entire deposited amount.

13. Authority has carefully considered the pleadings and documents placed on record. At the outset, it is pertinent to note that in so far as Transaction I is concerned, the same pertained merely to submission of an Expression of Interest (EOI) and no allotment letter was ever issued in favour of the complainant. The entire amount of Rs. 5,00,000/- deposited towards EOI stands was never received by the respondent and was dishonoured on presentation due to insufficiency of funds.

14. With regard to Transaction II, relating to the project namely M3M Golf Hills Phase I", Sector- 79, Gurugram, the record reflects that although the complainant deposited Rs. 25,00,000/- towards part booking, he admittedly failed to complete the booking formalities, and no specific unit was ever allotted in his favour. The booking did not fructify into an allotment and was subsequently. The entire deposited amount was refunded on 25.04.2025, prior to filing of the present complaint.

15. The Authority observes that the relief of reinstatement or re-allotment presupposes the existence of a concluded allotment or a subsisting contractual relationship between the parties. In the present case, no allotment letter was ever issued, and no builder buyer agreement was ever executed. Consequently, there exists no concluded contract capable of being specifically enforced.

16. Further, once the entire deposited amount has been refunded and accepted by the complainant without any protest, the parties stand restored to their original position. In the absence of any subsisting allotment or contractual relationship, the directions sought for execution of builder buyer agreement or raising of demands as per an alleged initial payment plan cannot be granted.
17. The Authority is of the considered view that in the absence of allotment the complainant does not fall under the definition of an "allottee" under section 2(d) of the RERA Act,2016. Hence, considering full refund of the deposited amounts prior to filing of the complaint, no enforceable right survives in favour of the complainant under the provisions of the Act, 2016. Accordingly, no cause of action subsists for grant of the reliefs sought.
18. In view of the aforesaid findings, the present complaint is hereby dismissed as not maintainable.
19. Complaints as well as applications, if any, stands disposed of accordingly.
20. Files be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority,
Gurugram
Dated: 08.09.2026