BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**5456 of 2025**
Date of complaint	:	**18.12.2025**
Date of decision	:	**25.08.2026**

Devender Kumar,
R/o: - H.No. 221, Mahabir Park, Sector-60, Tehsil Wazirabad, Gurugram-Haryana. **Complainant**

Versus

M/s Brahma City Pvt. Ltd.
Regd. Office At: 11, Ansal Tower 38, Nehru Place, New Delhi-110019.
M/s M/s K and T Realty Services Private Limited.
Regd. Office At: Elan Groups, 15th Floor, 2 Horizon Centre, DLF-V, Golf Course Road, Sector-42, Gurugram. **Respondents**

CORAM: **Chairman**
Shri Arun Kumar
APPEARANCE:
Shri Anil Prakash Gupta (Advocate) **Complainants**
Shri Venkat Rao (Advocate) **Respondent no. 1**
Shri Ishaan Dang (Advocate) **Respondent no. 2**

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 under the provisions of the Act or the Rules and regulations made there under or to the allottees 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.No.	Particulars	Details
1.	Name of project	"Miracle Mile, Sector 60, Gurugram"
2.	Nature of project	Commercial Project
3.	DTCP License	64 of 2010 dated 21.08.2010
4.	RERA registered	327 of 2017 dated 06.03.2023 valid upto 20.08.2025
5.	Allotment Letter	NA
6.	Agreement For Sale	NA
7.	Intimation of change of unit in pursuant to approval of building plans	04.09.2019 (page 105 of reply)
8.	Acceptance of unit by the complainant	04.09.2019 (page 108 of reply)
9.	Unit no. as per transfer letter dated 22.11.2013	FF-52 unit changed after layout plan has been changed (page 39 of complaint)
10.	unit changed after layout plan has been changed (page 105 of reply)	
11.	Unit area	476.84

		(page 105 of reply)
12.	Possession clause	*NA*
13.	Due date of possession	NA
14.	Total Sale consideration	Needs to be ascertained
15.	Amount paid	Rs.20,88,300/- (as alleged by the complainant)
16.	Occupation certificate obtained in the name of Aum Shree Hotels and Resorts Pvt. Ltd.	03.04.2023 (page 251 of reply)
17.	Offer of possession offered by Godrej Highview LLP	22.03.2026 (page 254 of reply)
18.	Reminder letter	16.09.2021, 08.10.2021,26.12.2021
19.	Pre-cancellation	31.12.2021 (page 123 of reply)
20.	Cancellation letter	28.01.2022 (page 124 of complaint)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

I. The respondent no.1 had pre-launched the commercial project namely "Miracle Mile" in 2012-13without owning any land/License/approvals from Govt of Haryana, situated at Sector-60, Distt. Gurugram, hereinafter referred to as Commercial Project "**MM**.

II. That the complainant was lured by respondent no.2 (Sales Agent) by showing lucrative advertisement, brochures, and representations repeated all the assurance which were being made in the advertisements of respondent no.1 and shown a self-prepared plan of

the MM building's floor Layout. The complainant believing in the assurances by respondent no.2, who said that the said project shall be completed in a time bound period of 30 months and thereafter will be ready for possession. The complainant applied for booking of commercial shops through respondent no.2 (M/s K & T realty Services Pvt. Ltd), who first offered shop no 171 but later changed to shop Number with details are as: Shop No: FF-145, Carpet area - 453.591, Consideration of Rs. 57,32,180/-.The Provisional Application Form provided by the respondent no.2 company through its Director Ravish Kapoor and Sales Manager Sunil Kumar Keer, they both collected the booking amount on behalf of Builder/promotor company as per details given below:

shop no. FF- 145; Rs.20,88,300/- (Cheque: 4,04,500 + cash; 16,83,800)

III. That the complainant authorised his friend Cdr. Bijay Singh Dahiya to book the shop for him along with his shop no. GF-039. Cdr BS Dahiya booked both shops and Paid cash of Rs. 34,18,000/- as demanded by Sales Agent for both shops. The Sales Agent issued a combined receipt for cash payment collected from Cdr BS Dahiya Rs. 34,18,000/- (Rs.16,83,800 for shop no.FF-145 and Rs.17,34,200/- for shop no.GF-039). The Sales Agent issued the Payment Receipts for Rs. 20,88,300/- in respect to shop no. FF-145 and later confirmed that the booking amount along with the Application Forms have been submitted to the promoter. The promoter encashed the cheques later on and the promotor company issued the payment receipts only for the Cheque amounts of Rs. 4,04,500/- for the FF-145 shop.

IV. That when even after 30 months of booking, no construction work started at the site, the complainant contacted the respondents, who

assured the complainant that the project will commence very soon and gave the excuse for the delay as legal and technical formalities.

V. That the construction of shop did not commence till 2018. The complainant contacted the accused persons at various interval regarding cause of delay and receipts of cash paid but the respondent no.1 did not issue the receipt for cash and said the receipt for cash issued by our associate is valid. The respondent No.1 could not provide the **Letter of Allotment, Buyers & Sellers Agreement, copy of licence, Approved Layout and Zoning Plans and Approved Building plans** till 2018 and the complainant suspected a big fraud.

VI. That complainant come to know about Mr. Ravish Kapoor, Director of Sales Agent's Company signed an MOU on 19.01.2013 with promoter to invest **61,74,39,500/-** in buying 35 plots admeasuring 12348 Sq. Yards and paid **Rs. 12.00 Crores** as booking amount. Later, when respondent No.1 could not issue letter of Allotment and all the representation made by Respondent No.1were found false and illegal and such as License, Requisite Sanctions and Approvals from the Statutory Authorities for issue Letter of Allotment, the Respondent no.2 lodged an FIR no. 221 dated 29.10.2013 at PS: sector 56, Gurugram against Respondent No.1. After that M/s K & T Realty Services Pvt. Ltd. became Channel Partner/ Marketing & Sales Agent of M/s Brahma City Pvt. Ltd. and booked complainant's shops on false representation in the similar way as Respondent No. 1 did with Sales Agent co.

VII. That subsequently, from newspaper reports, the complainant came to know that the commercial project MM pre-launched by the respondents has dispute of title of land and some other disputes with the collaborators with regard to the said land and a case of litigation was

pending before the Hon'ble High Court of Punjab and Haryana in 2013 onward. The complainant met with respondent no.1& 2 in their offices but truth was not revealed to him and he was kept in dark by sending letters concealing the truth and twisted information to their advantage. The complainant suspected a big fraud with him as stated below. It was clear that respondents could not obtained any Licence thereafter.

VIII. That the complainant came to know that a licence No.64/2010 dated was issued to M/s Krrish Buildtech Pvt. Ltd, This Licence got stuck into litigation **in CWP No. 27665 of 2013 dated 05-02-2015** and the Hon'ble High Court of Punjab and Haryana, Chandigarh passed a **judgment/order against the respondent no3 (M/s Krrish Buildtech Pvt. Ltd.), whose Licence No. 64/2010 dated 21/08/2010 had been quashed, holding that the same was obtained by fraud and by misrepresenting the land which did not belong to them as their land.** The Hon'ble Punjab and Haryana High Court held at page no. 50 of its judgment- **Fraud vitiates everything, it has been found by us that the application submitted by respondent no. 3 (M/s Krrish Buildtech Pvt. Ltd.) was not with clean hands as in the application were intentionally included parcels of land of land owner without their consent and without any collaboration agreement with them**. That on the ground of fraud committed by the M/s Krrish Buildtech Pvt. Ltd., the Hon'ble Punjab and Haryana High Court quashed the license no. 64/2010 dated 21.08.2010 and 2 other subsequent orders of the same licence. It clarifies that respondent No.1 was never granted the Licence No.64/2010 dated 21.08.2010. The company M/s Krrish Buildtech Pvt. Ltd. filed an **SLP's bearing No. 4115/2015 directing against the order of High Court Chandigarh**

dt. 5.02.2015 has also been dismissed by Hon'ble Supreme Court vide its order dt. 13.03.2015.

IX. That from above, it is clear that, the respondent was never got Licence **no. 64/2010 dated 21.08.2010** on their name and to cover up their own wrongs, sent many letters to the complainant and also to other buyers, without disclosing any truth to the complainant. This clearly prove that Respondent did not have any licence or any other approval to launch or pre-launch sale or booking of the shops in 2013.

X. That in early 2017, the complainant and other customers realized that they have been cheated by the promoter company and its directors, who do not have any intension to construct commercial project MM. The respondents intentionally did not register the commercial project MM with DTCP and HRERA till 2023 and thereby violated the U/s 3, 4, 5. 9, 11(1,2,3), 11 (4) (a, b, c, f,) of The Real Estate (Regulation and Development) Act, 2016.

XI. That the respondent No.1did not start any construction activity on the site till early 2018, the complainant decided to take refund of booking amount paid to the respondents with interest up to the date of refund. The Sales Agent refused to accept refund letters of complainant's and letters returned un-delivered by same post, thereby, the respondent and Sales Agent both refused to refund the booking amount with interest.

XII. That the Director General, TCP, Haryana issued Notification Order dated **02.12.2015** in compliance of Hon'ble High Court orders dated 05.02.2015 in CWP no. 27665 of 2013. The applicants were directed to comply with the terms & conditions as prescribed therein for restoration of Licence no.64 of 2010 for area measuring 141.66875

acres as per the revised land schedule annexed herewith, subject to fulfilment of certain conditions. The name of promoter (M/s Brahma City Pvt. Ltd.) included for the first time as land owner and became eligible for issue of new Licence but failed to apply for new licence i.a.w. Haryana development & Regulations of Urban Act, 1964 and Rules, 1976, therefore, there is no licence even today except manipulation and twisting of quashed Licence No.64 of 2010 dated 21.08.2020. The copy of Order of DTCP, Haryana dated 02.12.2015 is being manipulated and twisted to hide the truth.

XIII. According to judgment order of Hon'ble Punjab and Haryana High Court dated 05.02.2015 and subsequent Notification Order of DTCP, Chandigarh date 02.12.2015, M/s Krrish Buildtech Pvt. Ltd. should have applied for afresh grant of the Licence on Form LC-1 to DTCP, Chandigarh and DTCP, Govt. of Haryana would have issued or restored of Licence no.64/2010 in standard Format LC-V in accordance with the Haryana Act, 1975 and rules, 1976. However, the respondent No.1 (M/s Brahma City Ltd) declared itself as owner of Licence No.64/2010 from the date of issuing dated 21.10.2010 w/o even the company was not borne/ exist on that date. The respondent No.1have been using the **quashed Licence no.64/2010 dated 21.08.2010 saying that company Brahma City Pvt. Ltd. has obtained on 21.08.2010** and submitted copy the licence to obtain all approvals from DTCP & HRERA Chandigarh, Senior Town Planners & HRERA Gurugram, thereby misleading all offices of Govt. of Haryana as well the innocent buyers and it is **contempt** of Hon'ble High Court order of Punjab & Haryana, Chandigarh.

XIV. That even the complainant requested through RTIs to respondents No.1 and DTCP, Chandigarh to provide/supply a copy of "Application submitted for grant/issue of the Licence on FORM LC-1" by M/s Brahma City and a copy of "Issued/granted Licence no. 64/2010 on **Format LC-V**" but DTCP & Respondent No. 1 both did not provide/supply the same against my RTI applications dated **15.02.2019&17.07.2022** to ascertain the correct date of Re-issued/restored of licence 64/2010. It is remained a mystery. After visiting DTCP office in Chandigarh, complainant got the reply without copy of Application Form LC-1 & Form LC-V.

XV. That further, complainant came to know that on 28.7.2017, Respondent applied for Registration of "**Real Estate Residential Plotted Colony namely "INSPIRE"** over an area 8096 Sq. Meters, situated in sector 60, Gurgaon under RERA Act, 2016 and HRERA Rules, 2017.

XVI. That after, obtaining the Registration Certificate no.327, respondent cleverly misusing this certificate no. 327/2017,designed an advertising brochure and Application Form by printing this Regn no.327/2017 for an **unregistered commercial project "Miracle Mile"** so as to look like genuine registered commercial project, an advertising was published in the newspaper "Gurugram Times" dated 07.11.2019. The Registration Certificate No. 327 of 2017was also being misused for **sale of shops in unregistered commercial project** named "Miracle Mile" to sell the unauthorized constructed shops in commercial project MM second time. Thereby respondent cleverly saved the registration fee for registering commercial project MM with HRERA & DTCP, cheated not only HARERA & DTCP but also the buyers second time by concealing material true facts from them.

XVII. That to discover the truth about the Regn. Certificate no.327/2017, the complainant submitted a RTI Application dated 18.11.2019 to the HRERA, Chandigarh, for supply/provide registration certificate of commercial project named 'Miracle mile', sector 60, Gurugram. The reply received from the HRERA Gurugram stating that "the **project namely 'Miracle Mile'** by Brahma City Pvt. Ltd. in sector 60, Gurugram is **not registered yet in this authority"** and another reply received from DTCP Chandigarh stated that **No Registration Certificate** has been issued in the name of "Miracle Mile" for Commercial Project of M/s Brahma City Pvt. Ltd.

XVIII. That the complainant has come to know that respondent No.1 sold 254 shops, before the commercial project was registered with HARERA, after 11 years of pre-launched. The registration certificate no. RC/REP/HARERA/GGM/327 of 2017/7(3)/30/2023/07 dated 06.03.2023 issued to M/s Brahma City Pvt. Ltd. The HRERA Authority before issuing this Regd. Certificate, concluded penal proceeding and imposed a penalty of Rs.10,00,000/- (Rs. Ten Lakhs for violation of Section 3 and 4 of the Real Estate (Regulations & Development) Act, 2016. The Complainants have not received any letter of from the respondent for handing over/ possession of their shop in commercial project MM since registration with HRERA Authority in 06.03.2023.

XIX. Therefore, it was clear to the complainants that respondent not only connived/colluded together and hatched the conspiracy to cheat the Complainant and but public at large. The respondent no.1 had been misleading, committing fraud and forgery at all levels in Government departments too.

XX. That from the foregoing paragraphs it is clear that the respondent's persons & Sales Agent have in furtherance of their common intentions and under a well thought out conspiracy misrepresented to the complainant and have induced complainant in buying the commercial shops in the proposed illegally pre-launched commercial project Miracle Mile in 2013.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).

I. Direct the respondent to hand over the shops to the complainant by adjusting the booking amount of **Rs.20,88,300/-** which has been paid by the complainant towards the shops FF-145 in the commercial project "Miracle Mile" located in Sector 60, Gurugram in the revenue estate of Village Ullawas, Tehsil Wazirabad, Gurugram **with interest @ 18% per annum prevailing at the time of booking, for every month of delay, to be adjusted in the final cost price from the date of booking till possession of shops** in terms of Section 18 (2)(b) of the RERA Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules 2017 for the delay of 12 years considering this complaint as non-withdrawal of the complainant from the commercial project Miracle Mile.

II. Direct the respondent to pay a sum of Rs.1,00,000/- towards the cost of Litigation.

III. Direct the respondent to pay a cost of Rs 5,00,000/- for the harassment and mental agony suffered by the complainants;

5. 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 no.1.

6. The respondent has contested the complaint vide its reply dated 12.06.2026 on the following grounds: -

i. The respondent no. 1 is developing an integrated residential township project namely "Brahma City" on land admeasuring 141.6687 acres located in Sectors 60-63 & 65, Gurugram, under the License No. 64 of 2010 dated 21.08.2010 granted by the Directorate of Town and Country Planning Haryana (DTCP), initially for an area of 151.569 acres, which at the time of restoration of license on 02.12.2015 was reduced to 141.6687 acres. This project inter alia has a commercial component namely "MIRACLE MILE" having an area of approx. 2 acres.

ii. That the bookings of units in the commercial component "MIRACLE MILE" within the Project Brahma City being developed under License No. 64 of 2010 dated 21.08.2010 were started in January, 2013. It is submitted that as per Section 7 (i) of the Haryana Development and Regulations of Urban Areas Act, 1975 (1975 Act), a developer/colonizer cannot sell or advertise the project without obtaining a licence under Section 3 of the 1975 Act. In this case, the License was granted on 21.08.2010.

iii. That the commercial site is located in Sector 60, Gurugram. Map showing commercial component "MIRACLE MILE" in the Brahma City project.

iv. That there were no authorized brokers of the respondent no. 1. in the present case, the complainant on their own engaged and took services of broker M/s K & T Reality Services Pvt. Ltd. (Respondent No. 2 herein) for booking of the unit. This broker is not Respondent No. 1's authorized broker.

v. That further the Complainant, in the year 2013, originally made a provisional booking of a unit bearing Shop No. 145 measuring 453.591 sq. ft. in the said commercial component "MIRACLE MILE", The basic sale price of the said shop is Rs.38,55,523/- (Rupees Thirty Eight Lakhs Fifty Five Thousand Five Hundred Twenty three only) and the Complainant paid only a sum of 4,04,000/- (Rupees Four Lakhs Four Thousand only) towards provisional allotment of the said unit and a receipt against the said payment was duly issued by the Respondent No. 1 Company on 16.12.2013.

vi. That the Hon'ble High Court of Punjab and Haryana at Chandigarh vide order dated 05.02.2015 in C.W.P. No. 27665 of 2013 had quashed License No. 64 of 2010 and remanded the matter back to the DTCP with a direction to consider the license application of the Respondent No. 1 afresh.

vii. That the aforesaid order dated 05.02.2025 was challenged by way of an appeal SLP (C) CC No. 4115 of 2015 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court vide order dated 13.03.2015 directed the DTCP to consider the license applications of the respondent no. 1 uninfluenced by the orders passed by the Hon'ble High Court.

viii. That due to the persistent and untiring efforts of the respondent no.1 Company, DTCP vide order dated 02.12.2015 restored the License No. 64 of 2010 of the respondent no. 1 for land admeasuring 141.6687 acres.

ix. That due to project area reduced to 141.6687 acres, the respondent no.1 company filed a revised layout cum demarcation plan of the project bearing drawing no. DG.T.C.P.-5464 dated 31.12.2015. As per the process, the respondent no.1 company informed the existing allottees including the complainant regarding revision of plan. Vide letter dated

15.01.2016, the respondent no. 1 company informed the complainant also about such revision of plan and asked him to raise objection/suggestion, if any. Finally, DTCP vide memo no. 24060 dated 02.11.2016, approved the layout cum demarcation plan of the project and vide memo no. 507 dated 16.01.2018, approved the building plans of the commercial project. Due to said revision, the allotment of Shop No. 145 was changed to Shop No. FF-52 measuring 476.84 sq. ft

x. That the respondent no. 1 vide email dated 30.11.2019 duly informed the complainant about approval of revised plan and change of shop from shop no. 145 to Shop No. FF-52.. Besides this, the respondent no. 1 wrote letter dated 04.11.2019 also to the complainant regarding change of shop.

xi. That the complainant, through his GPA holder namely Mr. Bijay Singh Dahiya signed the acceptance letter on 04.12.2019.

xii. That the complainant sent a legal notice dated 14.11.2017 alleging that the complainant purportedly paid a sum of Rs.20,87,800/- (Rs.4,04,000/- by way of cheque and Rs. 16,83,800/- by way of cash) to the respondent no. 1. However, as a matter of fact, the respondent No. 1 has received a sum of Rs. 4,04,000/- only from the complainant and valid receipt was issued by the respondent no. 1 in this regard.

xiii. That the respondent no. 1, vide letter dated 18.08.2021 duly informed and called upon the complainant to pay eight (8) outstanding installments amounting to Rs.37,09,803/- as per the agreed payment plan. However, despite receipt of the said communications, the complainant failed to make the due payments. Thereafter, the respondent no. 1 issued reminder letters dated 16.09.2021, 08.10.2021, and 26.10.2021, reiterating the demand for payment of the outstanding

amount of Rs.37,09,803/-. the respondent no. 1 further informed the complainant that despite repeated reminders through telephone calls, emails, and letters, they had failed to come forward to execute and register the Agreement for Sale in respect of the allotted commercial unit.

xiv. That the respondent no. 1, vide pre-cancellation notice dated 31.12.2021, once again informed the complainant that the outstanding installments amounting to Rs.37,09,803/- were still due and payable. The complainant was advised to execute and register the agreement to sale and to clear the outstanding dues along with applicable interest. The complainant was granted 15 days from the date of the said notice to comply, failing which the respondent no. 1 would be constrained to cancel the allotment and forfeit the earnest money in accordance with the terms and conditions of the application form.

xv. That despite repeated intimation letter, reminder notices, and the pre-cancellation notice, the complainant failed to clear the outstanding amount of Rs.37,09,803/-. Consequently, the respondent no. 1 issued a final cancellation notice dated 28.01.2022, granting a last and final opportunity to the complainant to make the due payment within 7 days from the date of the said notice. It was clearly stated that in case of failure to comply, the amount paid would be forfeited and the allotted unit would stand cancelled and released for further sale.

xvi. That the complainant failed to comply with the final cancellation notice dated 28.01.2022. Accordingly, having no other alternative, the respondent no. 1 lawfully cancelled the allotment of the commercial unit and forfeited the amount paid by the complainant in terms of the application form and agreed conditions.

xvii. That the present complaint is barred by limitation. The complaint has been filed on 14.10.2025, whereas the cause of action, if any, arose on 28.01.2022, when the allotment was cancelled due to persistent defaults on the part of the complainant in making payment of the installments as per the agreed payment plan. The statutory limitation period of three years expired on 27.01.2025. Therefore, the present complaint having been filed beyond the prescribed limitation period is liable to be dismissed on this ground alone.

E. Reply filed by the respondent no. 2.

a) That the answering respondent is not the promoter/developer of the project in which the complainant had booked a unit. respondent no 2 merely acted as the facilitator /broker for getting the booking of the complainant for a commercial unit in the project to be developed by the respondent no.1 which as per the knowledge of answering respondent as on the date hereof duly stands developed and occupation certificate in respect thereof has already been granted by the competent authority i.e. DTCP on 16.08.2023.It is an admitted position and fact as stated and submitted by the complainant himself that the commercial unit was booked by the complainant with none else but the respondent no.1 in a commercial project 'Miracle Mile' to be developed as a part of the larger development within the Project 'Brahma City' in Sector-60-63 & 65, Gurugram, Haryana in terms of Licence No.64 of 2010 granted by the competent authority i.e. DTCP. Admittedly, the application for the booking of the unit by the complainants was made to, tendered and submitted to respondent no.1 who is the promoter/developer of Commercial Project 'Miracle Mile' and all further documentation including but not limited to allotment letter, payment receipts, change of unit pursuant to revision in

the layout building plans as per the sanction granted by the competent authority i.e. DTCP, and all follow-ups, communications and reminders whatsoever has been between the complainant and the respondent no.1 and the answering respondent has no role whatsoever.

b) That it is sought to be falsely alleged by the complainant that the complainant had paid cash amount of Rs 16,83,800/- to the Answering respondent towards booking amount and that the said alleged cash amount was never reflected in the ledger statement of the complainant maintained by respondent no.1, the promoter/developer of the project. However, rather than agitating upon the right of the complainant with respect to the cancellation of the said commercial unit by the respondent no.1 on account of alleged breach and default by the complainant and setting right his admitted defaults in the payments, the complainant for his ulterior motives has filed frivolous and false complainant with the Authority and also initiated and is actively contesting the criminal proceedings. On the one hand, the complainant admittedly is seeking the possession of the commercial unit as was earlier allotted to him and the allotment whereof was duly accepted and acted upon by him and on the other hand he is also contesting criminal proceedings with respect to money tendered by him for the commercial unit in the project 'Miracle Mile' developed by Respondent No.1 as the Promoter/Developer thereof and for which admittedly occupational certificate stands granted on 16.08.2023.

c) That without prejudice to the submission of the answering respondent that there is no truth in the baseless and fabricated allegations made by the complainant. It is respectfully submitted that the alleged cash payment was supposedly paid in the year 2013. The institution of the present

complaint after a period of more than 12 years is hopelessly barred by limitation and is liable to be dismissed on this ground alone.

d) That thus, the institution of the present false and baseless complaint in so far as respondent no.2 is concerned is hopelessly barred by limitation besides being false and baseless. The complainant does not have any locus standi or cause of action to file the present complaint against the answering respondent. Even otherwise the allegations made by the Complainant against the answering respondent cannot be decided in summary proceedings and requires leading of extensive evidence. The complaint is liable to be dismissed on this ground alone. Without prejudice to the above the seeking the possession of the commercial unit from the respondents which admittedly can only be against respondent no.1 in as much as it is the respondent no.1 which is the promoter/developer of the project 'Miracle Mile' as developed as a part of the larger development by Respondent No.1 and the registration under Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with Haryana Real Estate Regulatory Authority, Gurugram had also been applied for and obtained by Respondent No.1 and all obligations under the license and approvals etc. for the said development so undertaken had been applied for, obtained and proceeded with further by respondent no.1 and the answering respondent has no role whatsoever in this regard. Moreover, as per the knowledge of the Answering respondent occupation certificate for the project 'miracle mile' already stands granted in the name of none else but respondent no.1 by the competent authority i.e. DTCP on 16.08.2023. Without prejudice to the above, reliefs as are being sought for and/or the proceedings being contested upon by the complainant can only be availed from the respondent No.1 and not from the answering

respondent as neither allotment has been made by the answering respondent , nor the project has been developed by the answering respondent , nor the possession can be given by/ offered by the answering respondent , nor there are any contractual obligations in so far as the answering respondent is concerned.

e) That as stated above the answering respondent is neither the developer nor the promoter of the project but at particular point of time the answering respondent merely acted as a facilitator and on being contacted by the complainant, facilitated the booking the unit in question by the complainant with the respondent no. 1 and admittedly all further documentation, communications, follow-ups etc. were between the complainant and the respondent no. 1 and after the booking with the respondent no.1 no further role whatsoever was played and no further action was taken by the answering respondent . The answering respondent is being needlessly dragged into a dispute which is primarily between the complainant and respondent no 1.

f) That it is also manifest that the institution of proceedings against the Answering Respondent constitutes gross misuse of process of law. Litigation should not be permitted to be used as a weapon of oppression in the hands of litigants so as to needlessly harass, humiliate and victimise the opposing party to litigation as is sought to be done in the instant case. The facts admitted by the complainant and scrutiny of the complaint by itself is sufficient to establish beyond any shadow of doubt that the complaint is misconceived, barred by limitation, does not warrant any further investigation/enquiry/adjudication on merits and the same deserves to be dismissed outright. In fact, it has been repeatedly held by courts of law that the real intent of the litigation and its maintainability

ought to be seen at the inception, so that institution of such like frivolous litigations is brought to an expeditious end without wasting time of courts of law.

g) That institution of such like proceedings by chronic litigants ought to be severely deprecated, condemned and curbed by imposition of exemplary costs. The name of the Answering Respondent ought to be deleted from the array of parties. There is no merit in the false and frivolous complaint filed by the complainant and the same is liable to be dismissed with punitive costs.

h) That the complainant has not disclosed and brought on record to true, correct and complete records, details and information though the same has been very well within the knowledge and possession of the complainant and in fact has presented the facts and placed on record the documents and made averments in his complaint under reply in a distorted manner so as to suit to his convenience and to prejudice the Authority. The present complaint has been filed by the complainant with an oblique motive and with a malafide intent to somehow or the other make unjust enrichment and to defame the answering respondent and its officials.

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

8. 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 these undisputed documents and submissions made by the parties.

F. 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.

F.I Territorial jurisdiction

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

F.II Subject-matter jurisdiction

11. 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) 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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to hand over the shops to the complainant by adjusting the booking amount of rs.20,88,300/- which has been paid by the complainant towards the shops FF-145 in the commercial project "Miracle Mile" located in Sector 60, Gurugram in the revenue estate of

Village Ullawas, Tehsil Wazirabad, Gurugram with interest @ 18% per annum prevailing at the time of booking, for every month of delay, to be adjusted in the final cost price from the date of booking till possession of shops in terms of Section 18 (2)(b) of the RERA Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules 2017 for the delay of 12 years considering this complaint as non-withdrawal of the complainant from the commercial project Miracle Mile.

G.II Direct the respondent to pay a sum of Rs.1,00,000/- towards the cost of Litigation.

G.III Direct the respondent to pay a cost of Rs 5,00,000/- for the harassment and mental agony suffered by the complainants.

13. The complainant states that Brahma City Pvt. Ltd. and its sales agent fraudulently pre-launched the commercial project "Miracle Mile" in Sector 60, Gurugram, in 2012–13, without the necessary land rights, licences, or approvals. Relying on false promises of completion within 30 months, the complainant booked Shop No. FF-145 for R. 57,32,180 and paid Rs. 20,88,300, including cash payments, but received no valid allotment letter or complete payment receipts. Despite repeated assurances, construction was delayed, and the complainant alleges that the project remained unregistered with HRERA until 2023. The respondents allegedly misused another project's registration certificate to advertise Miracle Mile, concealed legal disputes and licensing issues, and refused to refund the booking amount with interest.

14. On the contrary, the respondent no. 1 is developing the integrated residential township project "Brahma City" in Gurugram under License No. 64 of 2010, which includes the commercial component "MIRACLE MILE." The complainant provisionally booked Shop No. 145 in 2013 and paid only Rs.4,04,000, after which the project layout was revised following restoration of the licence, resulting in the allotment being changed to Shop No. FF-52, which the complainant accepted through his GPA holder. Despite repeated

demands, reminders, and cancellation notices, the complainant failed to pay the outstanding amount of Rs.37,09,803 or execute the Agreement for Sale, leading respondent no. 1 to cancel the allotment and forfeit the amount paid in accordance with the agreed terms. Respondent No. 1 further contends that the complaint filed on 14.10.2025 is barred by limitation, as the allotment was cancelled on 28.01.2022.

15. The respondent no. 2 submits that it is neither the promoter nor the developer of the commercial project 'Miracle Mile', forming part of 'Brahma City' in Gurugram, and merely acted as a facilitator/broker to facilitate the complainant's booking of a commercial unit with respondent no. 1, the actual promoter/developer. All subsequent documentation, allotment, payment receipts, communications, follow-ups, and other contractual dealings were exclusively between the complainant and respondent no. 1, and respondent No. 2 had no further role or contractual obligations. It is alleged that the complainant's claim of having paid Rs.16,83,800 in cash to respondent no. 2 is false and fabricated, particularly as the alleged payment was not reflected in the ledger maintained by respondent no. 1.

16. The Authority observes that the present complaint arises out of an acceptance letter of unit by the complainant dated 04.09.2019 submitted by the complainants for allotment of a unit in the respondent's project, namely "Miracle Mile, Sector 60, Gurugram. As per the record, no allotment letter or Agreement for Sale was executed or issued in favour of the complainant. Accordingly, there is no documentary evidence on record to establish any formal allotment of the commercial unit or a contractual relationship with the answering respondents.

17. Before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real

Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

> *"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*

18. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no formal allotment of any unit was ever made in favour of the complainant. Mere a letter of intimation of change of unit, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.

19. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.

20. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to handover of possession and execution of conveyance deed pursuant to payment receipts, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.

21. In view of the above facts and circumstances, this Authority holds that the complainant does not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the

complainant to avail appropriate remedies in accordance with law before the competent forum.

22. Complaint as well as applications, if any, stands disposed of accordingly.

23. File be consigned to the registry

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 25.08.2026