

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

Complaint filed on : 16.04.2025
Order pronounced on: 29.09.2026

Anuuj Chaudhary

R/o: 67, Sector-7, Urban Estate, VTC, Gurugram-
122001.

Complainant

Versus

M/s Ardee Infrastructure Private Limited

Regd. Office: B-418, New Friends Colony, New Delhi-
122018

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Sonal Anand (Advocate)
Ms. Aradhya Singh (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee 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 allottee as per the agreement for sale executed *inter-se* them.

A. Unit and Project-related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, the date of proposed handing over of

the possession, and the delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project	ILD Trade Centre
2.	Project type	Commercial
3.	Rera registered	Not registered
4.	Developer Agreement Buyer	05.12.2006 (As on page no. 16 of complaint)
5.	Office no.	709, Floor-7 th (As on page no. 19 of complaint)
6.	Office area admeasuring	1138.69 sq.ft. [Super Area] (As on page no. 19 of complaint)
7.	Possession clause as per application letter for allotment	CLAUSE 5 COMPLETION OF THE PROJECT <i>The construction of the project shall be completed in all respect on or before 30.11.2008 subject to force majeure conditions, availability of raw material etc. The unit(s) would be ready for occupation within 30 days of such completion.</i>
8.	Due date of possession	30.11.2008
9.	Total sale consideration	Rs.37,31,277/- (As on page no. 20 of complaint)
10.	Amount paid by the complainants	Rs.37,31,277/-
11.	Occupation certificate	19.11.2010 (As on page no. 65 of reply)



12.	Completion certificate	03.06.2016 (As on page no. 67 of reply)
13.	Possession certificate	20.10.2011 (As on page no. 69 of reply)
14.	Legal notice by complainant seeking execution of Sale Deed	05.03.2025 (As on page no. 46 of compliant)
15.	Lease deed executed btw complainant and 3 rd party	06.10.2016 (As on page no. 70 of reply)

B. Facts of the complaint:

3. The complainant has made following submissions:

- i. Sometime in 2006, the complainant was approached by the representatives of the respondent, for selling him a commercial unit in the project, which was being built/developed by respondent at that time.
- ii. Based on the representations and assurances of the representatives of the respondent, the complainant agreed to purchase a unit in the project, which was sold by respondent to complainant for a sum of Rs. 37,31,277/-.
- iii. Subsequently, a developer – buyer agreement dated 05.12.2006, was signed and executed between the respondent and the complainant, vide which, the complainant was allotted the commercial unit bearing no. 709 (hereinafter referred to as the “unit”) in the project which has been built and developed by the respondent. The completion date of the project was mentioned as 30.11.2008 in the said agreement. As regards the registration of the unit, as per clause 6 of the said agreement, subject to the compliance of statutory laws / rules and

regulations and after the payment of all the dues of the developer and other statutory dues in full by the allottee, it was agreed that the respondent / the developer shall sell the unit by executing and registering the conveyance / sales deed and also execute such deeds and assurances as may be necessary to confirm upon the complainant /the allottee, marketable title to the unit free from all encumbrances.

- iv. The respondent received the occupation certificate (hereinafter referred to as the "OC") of the project on 19.11.2010. Subsequently, the respondent completed the project in 2016, post which, the respondent was granted the competition certificate (hereinafter referred to as the "CC") by the concerned authorities on 03.06.2016. Subsequently, the respondent had entered into various conveyance deeds with various unit owners/allotees of the project, who were allotted the respective units in the project, over a period of time.
- v. Post paying the entire sale consideration amount as well as other statutory dues demanded by the respondent, on 20.10.2011, the complainant received the physical possession of the unit from the respondent.
- vi. Thereafter, the complainant, who is in the absolute physical possession of the unit since 20.10.2011, made numerous requests to the respondent for getting the sale deed executed and registered for his unit, however, the respondent kept on delaying the matter, on one pretext or the other. The same has resulted in an extremely difficult and frustrating situation for the complainant, who has paid the entire sale consideration of his unit as well as all the legitimate and statutory dues *qua* his unit and is in possession of the same since 20.10.2011. However, till date, the sale deed has not been registered in his favour by the respondent.

- vii. Subsequently, the complainant was compelled to send a legal notice dated 05.03.2025 to the respondent through his counsel, asking the respondent to sign, execute and register the sale deed for the unit in favour of complainant - within 10 days from the receipt of the said legal notice. However, despite receiving the same, the respondent did not pay any heed towards the requests of the complainant.
- viii. Despite numerous requests of the complainant, the respondent has not paid any heed to the same and till date, has not executed the sale deed of the unit in favour of the complainant, which is in utter violation of not only clause 6 of the developer – buyer agreement dated 05.12.2006 that was signed and executed between the respondent and the complainant, but also section(s) 17(1) and 11(4)(f) of The Real Estate (Regulation And Development) Act, 2016. Hence, the complainant has no other remedy but to file the present complaint.
- ix. The Project – ILD Trade Centre is not registered with RERA as the CC for the same was received prior to the implementation of the Real Estate (Regulation and Development) Act, 2016. However, there were unsold units in the project at the time of implementation of the said act and to the best of knowledge of the complainant, even as of date, the project has unsold units. Hence, the present complaint is covered under the ambit of the said Act and this Hon'ble Authority has jurisdiction to adjudicate the present complaint.
- x. In addition to the direction to the respondent to execute a sale deed for the unit in favour of the complainant, the latter is also seeking delayed possession charges (dpc) from the respondent as despite paying the entire consideration to the respondent and receiving the possession of his unit on 20.10.2011, he does not have the title

document of his unit. Resultantly, the complainant has been unable to further re-sell, let out or even get his unit registered as his corporate address due to the absence of the title document i.e. a sale deed, further due to which, he could not get the gst registration on the said address/unit. Hence, the complainant is entitled for dpc from the respondent from 20.10.2011 till the date the respondent executes the sale deed in favour of the complainant due to the monetary losses suffered by him due to the failure of the respondent.

C. Relief sought by the complainant:

4. The complainant has sought the following relief(s):
 - i. Direct the respondent to pay the delayed possession charges (DPC) as per the prescribed rate, to the Complainant from 20.10.2011 till the date the respondent executes the sale deed in favour of the complainant.
 - ii. Direct the respondent not to create any kind of 3rd party rights, whatsoever *qua* the commercial unit bearing no. 709, in the project - ILD Trade Centre, Sector-47, Sohna Road, Gurugram – 122 018.
 - iii. Direct the respondent to sign, execute and register the Sale Deed for the commercial unit bearing no. 709, in the project - ILD Trade Centre, Sector-47, Sohna Road, Gurugram – 122 018, in favour of the complainant - Sh. Anuj Chaudhry, S/o Sh. M. R. Chaudhry, R/o 67, Sector-7, Urban Estate, VTC, Gurugram – 122 001, in the office of the concerned Sub-Registrar.
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) of the Act to plead guilty or not to plead guilty.

D. Reply by respondent

6. Respondent has made following submissions by way of reply:

- i. At the very outset, it is submitted that the instant complaint is untenable both in fact and in law and is liable to be rejected on this ground alone, and the complainant is estopped by his own acts, conduct, acquiescence, laches, omissions, etc., from filing the present complaint.
- ii. The respondent had initiated a project namely, "ILD Trade Centre", situated at Sector — 47, Sohna Road, Gurugram (hereinafter referred to as "project"), the proposed project is a retail cum commercial project, offering office complexes, retail space, cafeteria, etc.
- iii. The complainant, after conducting his own survey and due diligence, approached the respondent in the year 2006, for booking a commercial unit in the project being developed by the respondent. Thereupon, the complainant submitted an application form dated 20.11.2006 for the same purpose.
- iv. Subsequently, the respondent allotted a commercial space to the complainant, i.e. unit bearing no. 709, 7th floor admeasuring 1130.69 sq. ft. (approximately) (hereinafter referred to as the "unit"). Thereafter, the parties mutually entered into a buyer agreement dated 05.12.2006, for the sale of the unit in the project being developed by the respondent. The agreement was executed after full disclosure of all project details, terms, and conditions, and was duly accepted and signed by the complainant. The agreement encapsulated the rights and obligations of the parties.
- v. The occupation certificate for the said project was obtained on 09.01.2010 (hereinafter referred to as the "(OC") and completion certificate on 03.06.2016 (hereinafter referred to as the "CC").

- vi. Upon the receipt of CC, the respondent duly offered possession to the complainant. The absolute possession of the unit was transferred in favour of the complainant and a certificate of possession dated 20.10.2011 was duly issued to the complainant. Since then, the complainant has been enjoying peaceful and undisputed possession of the unit.
- vii. The present complaint is misconceived, frivolous, and an afterthought attempt on the part of the complainant to unjustly enrich themselves by extracting money from the respondent, despite having enjoyed uninterrupted, peaceful possession and full benefits arising from the unit in question. The complaint has been filed malafidely and with ulterior motives, solely to create undue pressure upon the respondent and to misuse the provisions of the Act.
- viii. The unit in question was duly and lawfully transferred to the complainant, in accordance with the terms and conditions of the agreement. Thereafter, the complainant had leased out the said unit to a third party vide lease deed dated 06.10.2016, thereby deriving regular income and benefits from the said transaction. Having thus, exercised full ownership rights over the property, the complainant is now estopped, both in law and in equity, from raising any grievance or dispute against the respondent in respect of the same unit.
- ix. It is also relevant to note that at no point during the period of his possession or during the subsistence of the lease did the complainant raise any objection, issue, or claim against the respondent. Thus, the present complaint is devoid of any bonafide cause of action, and therefore, is liable to be dismissed.

- x. The present complaint is devoid of any merit and founded upon baseless and frivolous allegations. Moreover, the complaint has been instituted as a mere afterthought, as the same has been filed after an inordinate delay of nearly fifteen (15) years from the date of possession of the unit.
7. Copies of all the relevant documents have been filed and placed on 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.

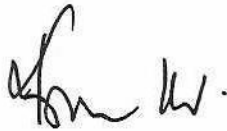
E. Findings on the objections raised by the respondent:

E.1 Objections regarding maintainability of complaint.

10. The Authority has carefully considered the preliminary objections raised by respondent with respect to the maintainability of the present complaint, along with the material facts available on record.
11. The Authority observes that the complainant has sought, inter alia, execution and registration of the sale deed in respect of commercial unit bearing No. 709 in the project ILD Trade Centre, along with delayed possession charges. The complainant has contended that, despite having paid the entire sale consideration of Rs. 37,31,277/- and having received physical possession of the unit on 20.10.2011, the respondent has failed to execute and register the sale deed in his favour.
12. However, upon consideration of the pleadings and the documents placed on record, the Authority observes that the occupation certificate in respect of the project was obtained on 19.11.2010 and the completion certificate was issued on 03.06.2016. Both these events occurred prior to the enactment and implementation of the Real Estate (Regulation and Development) Act, 2016. Further, the complainant was handed over possession of the unit on 20.10.2011, much before the commencement of

the said Act. Thus, the project stood completed prior to the implementation of the Act, 2016, and does not fall within the ambit of a real estate project requiring registration under the provisions of the said Act.

13. The complainant's contention that certain units remained unsold at the time of implementation of the Act does not, by itself, bring an otherwise completed project within the regulatory ambit of the Act. The applicability of the Act cannot be determined solely based on the alleged existence of unsold units, particularly when the occupation certificate had already been obtained prior to its enactment and the completion certificate was issued before its implementation. Consequently, the provisions of the Act, 2016, cannot be invoked to adjudicate the grievances raised in the present complaint.
14. In view of the foregoing, the Authority holds that the present complaint is not maintainable before it, as the project in question does not fall within the ambit of the Act, 2016. Accordingly, the complaint, along with the reliefs sought therein, is hereby dismissed as not maintainable.
15. Accordingly, the present matter stands disposed of.
16. File be consigned to the Registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.09.2026