

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

Date of Order: 08.09.2026

NAME OF THE BUILDER		VIPUL LIMITED	
PROJECT NAME		"VIPUL BUSINESS PARK"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/6621/2025	Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	Sh. Sukhbir Yadav Advocate Sh. Nishant Jain Advocate
2.	CR/6622/2025	Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	Sh. Sukhbir Yadav Advocate Sh. Nishant Jain Advocate
3.	CR/6624/2025	Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	Sh. Sukhbir Yadav Advocate Sh. Nishant Jain Advocate
4.	CR/6626/2025	Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	Sh. Sukhbir Yadav Advocate Sh. Nishant Jain Advocate
5.	CR/6627/2025	Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	Sh. Sukhbir Yadav Advocate Sh. Nishant Jain Advocate

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of all the complaints titled as above filed before this authority 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 provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Vipul Business Park" situated at Sector-48, Gurugram being developed by the respondent/promoter i.e., M/s Vipul Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to delay possession charges and litigation costs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location		Vipul Limited at “Vipul Business Park” situated in Sector-48, Gurugram.			
Occupation certificate: Obtained on 01.06.2016					
Complainant No. & Case Title	CR/6621/2025 Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	CR/6622/2025 Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	CR/6624/2025 Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	CR/6626/2025 Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited	CR/6627/2025 Eurobrands Consulting Private Limited & Balbir Singh Chhatwal V/S Vipul Limited
Reply status	Not received	Not received	Not received	Not received	Not received
Unit no.	328, 3 rd floor (As per page no. 42 of the complaint)	910, 9 th floor (As per page no. 42 of the complaint)	421, 4 th floor (As per page no. 41 of the complaint)	1103-B, 11 th floor	228, 2 nd floor (As per page no. 41 of the complaint)

				(As per page no. 41 of the complaint)	
Area admeasuring	1042 sq. ft. (Super area) (As per page no. 42 of the complaint)	1147 sq. ft. (Super area) (As per page no. 42 of the complaint)	1120 sq. ft. (Super area) (As per page no. 41 of the complaint)	776 sq. ft. (Super area) (As per page no. 41 of the complaint)	1042 sq. ft. (Super area) (As per page no. 41 of the complaint)
Date of execution of builder's agreement	08.05.2019 (As per page no. 40 of the complaint)	08.05.2019 (As per page no. 40 of the complaint)	08.05.2019 (As per page no. 39 of the complaint)	08.05.2019 (As per page no. 39 of the complaint)	08.05.2019 (As per page no. 39 of the complaint)
Due date of handing over of possession	31.03.2021 (Note: As mentioned in the letter dated 01.07.2020)	31.03.2021 (Note: As mentioned in the letter dated 01.07.2020)	31.03.2021 (Note: As mentioned in the letter dated 01.07.2020)	31.03.2021 (Note: As mentioned in the letter dated 01.07.2020)	31.03.2021 (Note: As mentioned in the letter dated 01.07.2020)
Offer of possession	Not offered	Not offered	Not offered	Not offered	Not offered
Total Consideration / Total Amount paid by the complainant(s)	TSC: Rs.73,92,063 /- (As per page no. 64 of the complaint) AP: Rs.40,00,000 /- (As per page no. 45 of the complaint)	TSC: Rs.81,36,945 /- (As per page no. 64 of the complaint) AP: Rs.40,00,000 /- (As per page no. 45 of the complaint)	TSC: Rs.79,45,403 /- (As per page no. 64 of the complaint) AP: Rs.40,00,000 /- (As per page no. 44 of the complaint)	TSC: Rs.55,05,030 /- (As per page no. 63 of the complaint) AP: Rs.25,60,000 /- (As per page no. 44 of the complaint)	TSC: Rs.73,92,063 /- (As per page no. 63 of the complaint) AP: Rs.40,00,000 /- (As per page no. 44 of the complaint)
The complainants in the above complaint(s) have sought the following reliefs: <ol style="list-style-type: none"> 1. Direct the respondent to handover the physical possession of the residential unit. 2. Direct the respondent to pay delayed possession charges from the due date of possession, i.e. 31.03.2021, till a valid offer of possession or physical handover of the unit; 3. Direct the respondent party to execute the conveyance deed. 					
Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows: Abbreviation Full form TSC Total Sale consideration AP Amount paid by the allottee(s)					

4. The aforesaid complaints were filed by the complainants against the promoter on account of contraventions alleged to have been committed by the promoter

in relation to Section 11(4)(a) of the Act, 2016 and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and execution of conveyance deed.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent/promoter in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/6621/2025 titled as Eurobrands Consulting Private Limited & Balbir Singh Chhatwal Vs M/s Vipul Limited** are being taken into consideration for determining the reliefs of the allottee(s) qua, delay possession charges and litigation costs.

A. Unit and project related details

7. 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 the project	"Vipul Business Park"
2.	Location of the project	Sector-48, Gurugram
3.	Nature of the project	Commercial Complex [under Mixed Land Use under TOD Policy dated 09.02.2016]
4.	DTCP license no. and validity status	168 to 172 of 2004 dated 16.12.2004 Valid up to 15.12.2024 545 to 546 of 2006 dated 13.03.2006 Valid up to 12.03.2025
5.	Name of licensee	M/s Vipul Limited & others
6.	RERA Registered/ not registered	Unregistered

7.	Unit and Floor no.	328, 3 rd Floor (As per page no. 42 of the complaint)
8.	Unit area admeasuring	1042 sq. ft. (Super Area) (As per page no. 42 of the complaint)
9.	Date of execution of agreement	20.04.2019 (As per page no. 29 of the complaint)
10.	Date of builder buyer's agreement	08.05.2019 (As per page no. 40 of the complaint)
11.	Letter for partial modifications in terms of buyer's agreement dated 20.04.2019	01.07.2020 (As per page no. 67 of the complaint)
12.	Assured return Clause	2. <i>That since the said properties would get delivered after almost a year, the buyer has insisted upon certain assured return during this period for blocking of funds, based upon which Vipul has agreed to pay 18% per annum return on the investment of the buyer payable quarterly.</i> (As per page no. 30 of the complaint)
13.	Possession Clause	15. <i>That the possession of the said premises is proposed to be delivered by the vendors to the vendee(s) within 24 months from the date of this agreement or approval of completion building plans by the competent authority, whichever is later....</i> [Emphasis Supplied] (As per page no. 48 of the complaint)
14.	Due date of possession	31.03.2021 (As mentioned in letter dated 01.07.2020)
15.	Date of execution of MOU	28.08.2021 (As per page no. 72 of the complaint)
16.	Total sale consideration	Rs.73,92,063/- (As per payment schedule on page no. 64 of the complaint)
17.	Amount paid by the complainants	Rs.40,00,000/- (As mentioned in the BBA on page no. 45 of the complaint)

18.	Occupation certificate /Completion certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint:

8. The complainant has made the following submissions:
 - I. That the complainant no.1, Eurobrands Consulting Pvt. Ltd. is a company duly incorporated under the provisions of the Companies Act, 1956, and the complainant no.2, Balbir Singh Chhatwal HUF, is a Hindu Undivided family, both having registered office/address at C-6/25, Ground Floor, Safdarjung Development Area, Delhi-110016.
 - II. That the present complaint is being filed by the complainants through their authorised representative, Mr Balbir Singh Chhatwal, who is duly authorised by complainant no.1 through a Board Resolution dated 08.08.2025 and acts as the Karta of complainant no.2 (HUF).
 - III. That the respondent, Vipul Limited, is a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at unit no. 201, C-50, Malviya Nagar, New Delhi-110017 and was the original developer and promoter of the project known as "Vipul Business Park" situated at Sector-48, Gurugram.
 - IV. That in the month of November 2018, Mr. Balbir Singh Chhatwal received a marketing call from the office of the respondent, who represented himself as the MD/CEO, namely Puneet Beriwal of the respondent and marketed a commercial project, namely "Vipul Business Park". Mr Balbir Singh Chhatwal, being the director and Karta of the complainants, visited the project site of the respondent/builder. There he met with the marketing staff of respondent and got information about the project. The respondent further represented and assured the complainants that the said project would comprise

commercial units equipped with premium amenities and world-class infrastructure. The complainants were thereby induced to invest in the project based on these representations and assurances, including the specific assurance that the possession of the unit would be delivered within the stipulated period and that the project would be completed in accordance with the commitments made by the respondent.

- V. That relying upon the representations, commitments, and assurances made by the respondent, the complainants, on 20.04.2019, entered into an agreement with the respondent for the booking of five commercial units in the project for a total sale consideration of Rs.3,63,71,504/- and also paid a sum of Rs.1,85,60,000/- as a booking amount towards the said five units, as already acknowledged by the respondent under clause 1 of the said agreement. It is pertinent to mention that, as per clause 3 of the agreement dated 20.04.2019, the respondent assured the complainants of an assured return of 18% per annum.
- VI. That on 20.04.2019, the respondent sent a letter to the complainants enclosing two post-dated cheques, one for a sum of Rs.1,10,00,000/- issued in favour of complainant no.1, M/s Eurobrands Consulting Pvt. Ltd. and another for a sum of Rs.75,60,000/- issued in favour of complainant no.2, Balbir Singh Chhatwal (HUF), as security against the amount paid by the complainants towards the booking of five commercial units in the project. It was specifically represented by the respondent that "properties would get delivered after almost a year" and details of the property were mentioned in the schedule, which is produced below for ready reference:

<i>S. No.</i>	<i>Unit No.</i>	<i>Area (sq. ft.)</i>
1.	228	1042
2.	328	1042
3.	421	1120
4.	910	1147

5.	1103B	776
Total		5127 ft.

It is pertinent to mention here that these PDC were never encashed by the complainants.

- VII. That on 08.05.2019, a pre-printed, unilateral, arbitrary unit buyer's agreement was executed inter se the respondent and the complainants, allotting a commercial unit bearing no. 328 admeasuring 1042 sq. ft. on the third floor situated in Vipul World, Sector 48, Sohna Road, Gurugram. As per the payment schedule of the BBA, the total sale consideration for the said unit is Rs.73,92,063/- out of which Rs.40,00,000/- had already been paid by the complainants which formed part of the total payment of Rs.1,85,60,000/- as reflected in the agreement dated 20.04.2019. Further, as per clause 15 of the said BBA, "The respondent assured to hand over possession of the unit within 24 months from the date of this agreement or approval of building plans, whichever is earlier". This agreement was executed on 08.05.2019, therefore, the due date of possession was 08.05.2021.
- VIII. That on 18.06.2019, the respondent, through a letter, revised the total consideration of the booked unit to Rs.40,00,000/- and expressly acknowledged and confirmed that they had waived the remaining amount of Rs.1,78,11,504/- that was earlier payable by the complainants in respect of the five commercial units, booked by the complainants via agreement dated 20.04.2019. In the same letter, the respondent clearly admitted that the units were fully paid for and that no further payment was due from the complainants in respect of any of the units mentioned in the agreement dated 20.04.2019.
- IX. That on 01.07.2020, the respondent, vide its letter of the said date, maliciously informed the complainants that the total amount of assured return of Rs.15,40,000/- payable up to 31.03.2020 against all the five units,

had been adjusted and added towards the cost of the aforesaid unit. By doing so, the respondent stated that the total amount paid by the complainants towards the five units were Rs.2,01,00,000/-. It is pertinent to note that the complainants had, in fact, paid a total sum of Rs.43,12,928/- which included an assured return component of Rs.3,12,928/- pertaining specifically to the aforesaid unit, i.e., unit no. 328, forming part of the total assured return of Rs.15,40,000/- paid by the respondent in respect of all five units. The calculation of the proportionate assured return for each unit, based on the ratio of their respective areas, is provided below for ready reference:

S. No.	Unit No.	Area (Sq. Ft.)	Ratio (Area/total area)	Assured Return (Rs. 15,40,000/- * ratio)
1.	228	1042	0.2032	312928
2.	328	1042	0.2032	312928
3.	421	1120	0.2185	336490
4.	910	1147	0.2238	344652
5.	1103-B	776	0.1513	233002
Total		5127	1	15,40,000/-

In the same letter, the respondent further stated that the assured return on the payments would be paid @ 6.5% per annum for the period 01.04.2020 to 30.06.2020 and @12% per annum for the period 01.07.2020 to 31.03.2021. It is also pertinent to note that through this letter, the respondent revised the due date of possession of the said unit to 31.03.2021.

- X. That the respondent, through another letter dated 01.07.2020, reiterated that they would hand over possession of the unit within the stipulated period, i.e., latest by 31.03.2021, and further stated that in case of failure to do so, they would refund the total amount of Rs.2,01,00,000/-. Consequently, the respondent issued post-dated cheques, one for a sum of Rs.1,17,00,000/- issued in favour of complainant no.1, M/s Eurobrands Consulting Pvt. Ltd., and another for a sum of Rs.84,00,000/- issued in favour of complainant no.2, Balbir Singh Chhatwal (HUF).

- XI. That despite receiving a substantial amount from the complainants, the respondent failed to hand over the physical possession of the unit within the stipulated and promised time period. Such failure constitutes a clear breach of the respondents' contractual obligations and commitments, thereby making them liable to compensate the complainants for the delay in possession, as per the terms mutually agreed between the parties.
- XII. That thereafter, the respondent and the complainants entered into a Memorandum of Understanding (MoU) dated 28.08.2021 with the objective of consolidating and resolving the financial obligations arising out of various agreements and arrangements relating to different investments made by the complainants through their other entities with the respondent. The complainants, having lost faith in the project and facing continuous persuasion from the respondent, reluctantly agreed to surrender all their rights in the unit in return for the promised part payment of the agreed and admitted full and final liability acknowledged by the respondent.
- XIII. That the respondent no. 1 issued several cheques in the years 2019, 2020, 2021, 2023, and 2024, to discharge its legal liability. Every time the managing director of respondent no. 1, namely, Punit Beriwal, requested not to encash these cheques and therefore, considering their request and to maintain a cordial relationship, the complainants believed the assurance and did not encash the cheques. However, it is pertinent to mention that all the cheques issued by the respondent no. 1 during the year 2024 were dishonoured upon presentation.
- XIV. That accordingly, in order to discharge its agreed liability, the respondent handed over four cheques dated 31.03.2025, all drawn upon the Indian Overseas Bank, Safdarjung Enclave, New Delhi. The details of the cheques are reproduced below:

S. No.	Cheque Amount	Cheque No.
1.	Rs. 27,90,928/-	807650
2.	Rs. 39,24,123/-	807651
3.	Rs. 98,21,802/-	807655
4.	Rs. 1,35,05,699/-	807656

However, when the complainants presented these cheques for payment, both were dishonoured due to insufficient funds in the respondents' bank account.

- XV. That the respondent failed to comply with the terms and conditions of the MoU dated 28.08.2021, as the payments promised under the settlement were never made to the complainants and all the cheques issued towards the settlement amount were dishonoured. Due to this material breach by the respondent, the said MoU stood terminated. Accordingly, the complainants continue to retain all his rights and interests in the said unit as per the original documents and agreements executed between the parties in respect of the unit.
- XVI. That the main grievance of the complainants in the present complaint is that, despite the complainants having paid more than 100% of the total sale consideration of the unit, as revised and confirmed by the respondent in its letter dated 18.06.2019, and despite being ready and willing to pay any legitimate dues (if any), the respondent has failed to hand over possession of the unit. The complainants are still willing to settle any genuine outstanding dues and take physical possession of the unit, after proper adjustment of interest for the delay in possession as per the applicable provisions of law.
- XVII. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent and as such, they are liable to be punished and compensate the complainants.
- XVIII. That due to the acts of the above, the complainants have been unnecessarily harassed mentally as well as financially, therefore the opposite parties are

liable to compensate the complainants on account of the aforesaid act of unfair trade practice.

- XIX. That there are clear unfair trade practices and breach of contract and deficiency in the services of the respondent and much more a smell of playing fraud with the complainants and others and is prima facie clear on the part of the respondent, which makes them liable to answer this Hon'ble Authority.
- XX. That the cause of action for the present complaint first arose on 08.05.2019 when one-sided terms and conditions of the BBA were forced upon the complainants. Further cause of action arose on 31.03.2021 when the respondent failed to hand over possession of the complainant's unit as promised by itself vide letter dated 01.07.2020. Thereafter, the cause of action arose on 28.08.2021 when the respondent entered into a MoU with the complainants to settle the matter. Further, the cause of action again arose on 24.06.2025 when the cheques issued by the respondent to the complainants towards the settlement amount were dishonoured due to insufficient funds in the respondents' bank account. The cause of action is alive and continuing and will continue to subsist till such time as this Hon'ble Authority restrains the respondent by an order of injunction and/or passes the necessary orders.
- XXI. That earlier, the complainants filed a complaint before the Hon'ble Authority bearing complaint no. 4885 of 2025 and the same has been withdrawn with a liberty to file a fresh. Therefore, the cause of action is continuing/ recurring.
- XXII. That the complainants do not want to withdraw from the project. The promoter has not fulfilled its obligation, therefore, as per obligations on the promoter under section 18(1) proviso, the promoter is obligated to pay the interest at the prescribed rate for every month of delay till the handing over of the possession.

XXIII. That the present complaint is not for seeking compensation, without prejudice, the complainants reserve the right to file a complaint to the Adjudicating Officer for compensation.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - i. Direct the respondent to hand over physical possession of the residential unit bearing no. 328 on the third floor.
 - ii. Direct the respondent to pay delayed possession charges from the due date of possession, i.e. 31.03.2021, till a valid offer of possession or physical handover of the unit.
 - iii. Direct the respondent party to execute the conveyance deed.
10. 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.
11. The authority issued a notice dated 05.01.2026 of the complaint to the respondent by speed post and also on the given email address at chhatwal100@yahoo.co.in, advasukhbiryadav@gmail.com and secretarial@vipulgroup.in for filing reply within 4 weeks. The delivery reports have 10.02.2026, 24.03.2026, 28.04.2026 08.09.2026 but failed to file reply to the complaint within the stipulated period despite given ample opportunities. It shows that the respondent was intentionally delaying the proceedings by avoiding filing of written reply despite a lapse of more than 8 months from the date of filing of complaint and hence no further wait is justified. Therefore, in view of above, the defence of the respondent is hereby struck off.
12. 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 complainants-allottees.

D. Jurisdiction of the Authority:

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

D.I Territorial jurisdiction

14. 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.

D.II Subject matter jurisdiction

15. 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

16. 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.

E. Maintainability of complaint:

17. That in the present case in hand a retail space buyer' agreement was executed between the parties on 08.05.2019 wherein the complainants were allotted a unit bearing no. 328, on the third floor having super area of 1042 sq. ft. in the project of the respondent namely "Vipul Business Park" at Sector 48, Gurugram. As per clause 15 of the agreement, the respondent proposed to deliver the possession of the premises within a period of twenty-four (24) months from the date of execution of this agreement or approval of completion of building plans by the competent Authority, whichever is later. However, certain modifications in terms of buyer's agreement vide letter dated 01.07.2020 and the due date of possession mentioned therein the aforementioned letter is 31.03.2021.
18. First of all, the occupation certificate was obtained on 01.06.2016. Also, the respondent has entered into an MOU with the complainants on 28.08.2021 in furtherance of the partial modifications in the agreement dated 20.04.2019 vide letter 01.07.2020 in which the complainants have agreed that upon payment of the agreed amount by the respondent the unit shall stand surrendered and the complainants shall return in original all the documents issued by the respondent in respect of the surrendered. In furtherance of the same, the respondent i.e., Vipul Limited has issued post dated cheques of Rs.1,17,00,000/- and Rs.84,00,000/-toward refund. But there is no document on record to establish whether the refund cheque has been encashed by the complainants or not? Further, the complainants have filed the present complaint on 02.01.2026.

19. On consideration of the documents and submissions made by both the parties, the authority observes that there has been complete inaction on the part of the complainants for a period of almost five years till the present complaint was almost 5 years and they didn't approach any forum to avail their rights. There has been such a long unexplained delay in pursuing the matter. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise the extraordinary powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.
20. Further, as observed in the landmark case i.e. ***B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]***, the Hon'ble Supreme Court held that "*Law assists those who are vigilant and not those who sleep over their rights.*" Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.
21. Further Rule 2(1)(o)(ii) of the Rules, 2017, also defines the on-going project. The relevant portion of the section is reproduced below:
- (o) "*on going project*" means a project for which a license was issued for the development under the Haryana Development and Regulation of Urban Area Act,

1975 on or before the 1st May, 2017 and **where development works were yet to be completed on the said date, but does not include:**

- (i) any project for which after completion of development works, an application under Rule 16 of the Haryana Development and Regulation of Urban Area Rules, 1976 or under sub code 4.10 of the Haryana Building Code 2017, as the case may be, is made to the Competent Authority on or before publication of these rules and
- (ii) **that part of any project for which part completion/completion, occupation certificate or part thereof has been granted on or before publication of these rules.**

22. The constitutional validity of this legislative classification and the scope of the Act have been examined in depth by the Hon'ble Supreme Court in ***Pioneer Urban Land and Infrastructure Ltd. v. Union of India***. The Hon'ble Supreme Court has authoritatively held as under:

"The Real Estate (Regulation and Development) Act, 2016 is a prospective legislation and applies only to those real estate projects which are brought within its fold by the legislature."

"Parliament has consciously made a distinction between ongoing projects and completed projects, and has deliberately excluded the latter from the purview of the Act."

"Such exclusion is founded on an intelligible differentia and forms an integral part of the statutory scheme."

"The Act cannot be interpreted in a manner so as to retrospectively apply its provisions to projects which had already been completed in accordance with law prior to its commencement."

"Courts and authorities are bound to give effect to the legislative classification and cannot, by interpretative process, expand the scope of the Act beyond what the legislature has expressly provided."

23. The above pronouncement lays down, in unequivocal terms, that the Act is prospective in nature and that completed projects constitute a distinct and excluded class. The exclusion is founded on intelligible differentia and bears a rational nexus with the object of the legislation. The Hon'ble Supreme Court has further cautioned that neither courts nor statutory authorities can, by interpretative ingenuity, enlarge the scope of the Act so as to bring within its fold projects which the legislature has consciously kept outside. This declaration of law binds this Authority and admits of no deviation.

24. The jurisdictional limits of the Authority have been further elucidated by the Hon'ble Supreme Court in ***Newtech Promoters and Developers Private***

Limited v. State of Uttar Pradesh and Others. In the said judgment, the Hon'ble Supreme Court has delineated the contours of jurisdiction under the Act in the following terms:

"The Real Estate Regulatory Authority is a creature of statute and can exercise only such powers as are expressly conferred upon it by the Act."

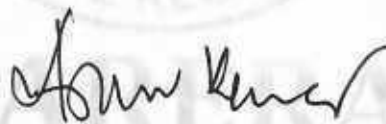
"The existence of an 'ongoing project' is a jurisdictional fact which must be established before the Authority can assume jurisdiction under the Act."

"If the project is not an ongoing project within the meaning of Section 3 of the Act, the Regulatory Authority would have no jurisdiction to entertain a complaint in respect thereof." "Jurisdiction cannot be conferred upon the Authority by consent of parties, nor can it be assumed on considerations of equity or hardship."

"When the statute clearly defines the limits of jurisdiction, neither the Authority nor the Courts can travel beyond the same by interpretative exercise."

25. This judgment reinforces the principle that jurisdiction under the Act is conditional and not plenary. The existence of an "ongoing project" is not a mere procedural formality but a foundational jurisdictional fact. In the absence of such a fact, the Authority lacks competence to entertain, adjudicate, or grant relief. The Hon'ble Supreme Court has further clarified that jurisdiction cannot be assumed on sympathetic considerations, nor can it be conferred by consent, or waiver of parties. The limits of jurisdiction, once statutorily defined, are binding and inviolable.
26. When the aforesaid principles are applied to the facts of the present case, it becomes evident that the project in question had already attained occupation to the extent certified prior to the commencement of the Act. The occupation certificate dated 01.06.2016, which predates the coming into force of the Act on 01.05.2017, conclusively demonstrates that the project, to that extent, stood completed in accordance with law.
27. Once the statutory exclusion is attracted, the project ceases to be an "ongoing project" for the purposes of the Act. In such circumstances, this Authority cannot, by interpretative expansion or equitable reasoning, assume jurisdiction where none exists. To do so would amount to rewriting the statute and transgressing the limits of authority conferred by Parliament.

28. In view of the statutory scheme, and in light of the binding law declared by the Hon'ble Supreme Court, this Authority holds that the present project does not satisfy the jurisdictional pre-condition of being an "on-going project" under the Rule 2(1)(o) of the Rules, 2017. The absence of this foundational fact renders the present complaint outside the purview of the Act and beyond the jurisdiction of this Authority.
29. Accordingly, the complaint is held to be not maintainable under the Real Estate (Regulation and Development) Act, 2016, for want of jurisdiction, and is liable to be dismissed on this ground alone.
30. In view of the foregoing reasons, the Authority finds no merit in the present complaint and the same is accordingly dismissed, being not maintainable.
31. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
32. Pending applications, if any, also stand disposed of.
33. File be consigned to registry.


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.09.2026