BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**3066 of 2025**
Date of complaint	:	**30.06.2025**
Date of order	:	**13.10.2026**

Pramod Bhateja,
R/o: Am Dorfweiher 13,
01056 Erlangen, Germany. **Complainant**

Versus

Mapplehill Credits Holding and Leasing Limited
Having Regd. Office at: F-79/18, Sainik Farms,
New Delhi. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Sukhbir Yadav (Advocate) Complainant
None 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 29 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 there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	"MVL i Park, Village Silokhara, Gurugram.
2.	Project area	Not on record
3.	Nature of the project	Commercial Complex
4.	DTCP license no. and validity status	Not on record
5.	Name of licensee	M/s MVL Credits Holdings & Leasing Ltd.
6.	RERA Registered/ not registered	Not Registered
7.	Unit no.	IT/Cyber space no. 628, 6th Floor (Page no. 30 of the complaint)
8.	Area admeasuring	826 sq. ft. (Super area) (Page no. 16 of the complaint)
9.	Allotment letter	Not on record
10.	Date of execution of buyer's agreement	29.03.2011 (Page no. 29 of the complaint)
11.	Possession clause	Not on record
12.	Due date of possession	Cannot be ascertained
13.	Total sale consideration	Rs.33,04,000/- (As per page no. 30 of the complaint)
14.	Amount paid by the complainant	Rs.33,04,000/- (as per page 5 of complaint)
15.	Occupation certificate	12.03.2011 (As confirmed from the similar file of the same project CR No. 1667 of 2025)
16.	Offer of possession	Not on record
17.	Lease Deed for 9 years and monthly rent	06.01.2016 (Page no. 32 of the complaint)
18.	Cancellation of buyer's agreement and the lease deed	25.05.2017 (Page no. 34 of the complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That the respondent party was promoting and advertising its commercial IT Project, 'MVL iPark', located in Chandan Nagar, Sector-15, Gurugram.

II. That the complainant was drawn to the respondent's advertisements and decided to purchase a unit in their project. After thorough negotiations, the complainant booked IT/Cyber Space No. 628 on the 6th Floor in wing-B, spanning 826 sq. ft., for a total sale consideration of Rs.33,04,000/- under the down payment plan. This was formalized through an agreement to sell/buyer's agreement dated 29.03.2011. Clause 1(b) of the said buyer's agreement explicitly states that the complainant had paid the full consideration of Rs.33,04,000/- before the execution of the said agreement. The respondent party has assured the complainant that they shall hand over the possession of the allotted cyberspace within 3 years from the date of execution of this agreement, hence, the due date of possession of the complainant's cyberspace was 29.03.2014. Additionally, as per the terms of the said buyer's agreement, MVL Telecom Limited was obligated to make the payment of lease rent to the complainant. However, despite making the full payment of Rs.33,04,000/-, the complainant did not receive any lease rent payments from MVL Telecom Limited, as stipulated in the agreement. It is pertinent to mention here that the complainant has only a few pages of the BBA, therefore, the respondent may be directed to hand over the original copy of the BBA.

III. That the complainant had been consistently following up with the respondent regarding the possession and lease payments for the cyberspace he had booked. However, his efforts were met with silence, and he received no response from the respondent. Despite this, on 06.01.2016, the complainant and respondent entered into a lease deed, outlining the terms and conditions for leasing out Cyber Space No. 628,

located on the 6th Floor, Wing-B. As per the said lease deed, the respondent would take the cyberspace of the complainant on lease for a period of 9 years, commencing from 01.01.2016 and concluding on 31.12.2024. Interestingly, this lease agreement was necessitated by the fact that MVL Telecom Limited, despite their obligations under the buyer's agreement, failed to make any lease payments to the complainant. As a result, the respondent decided to take the complainant's cyberspace on rent, as outlined in the lease deed. It is important to note here that the lease deed also specified the monthly rent payable by the respondent to the complainant, which was agreed upon as Rs.46,256/-. Furthermore, the parties mutually agreed that the rent would increase by 15% every 3 years, ensuring that the complainant would receive a fair and adjusted rental income over the lease period.

IV. That it is crucial to highlight that the respondent's project, 'MVL iPark', was launched before the Act, 2016 (RERA) came into effect. Despite this, the respondent has failed to obtain the occupancy certificate for the project to date. Furthermore, the respondent has not registered the 'MVL iPark' project with RERA, which is a blatant violation of Section 3(1) of the Act. and attracts penalty under Section 59 of the Act.

V. Following the execution of the lease deed on 06.01.2016, the complainant made multiple inquiries about the possession of his unit/cyberspace, as the stipulated possession date of 29.03.2014 had long since passed. However, the respondent remained unresponsive to these queries.

VI. That the respondent party was well aware of their intentions and, in an attempt to sidestep the complainant's persistent queries about the possession of his cyberspace, made a proposal to buy back the unit/cyberspace of the complainant. It is noteworthy that this proposal, presented as a seemingly attractive offer, suggested that the complainant could sell his unit/cyberspace back to the respondent. It is germane to

note here that the terms of this offer included a payment of Rs. 28,91,000/- as a premium, in addition to a full refund of the entire sale consideration, amounting to Rs.33,04,000/-. On the surface, this proposal appeared to be a lucrative deal for the complainant, therefore, the complainant accepted the said proposal of the respondent. Pursuant to the respondent's proposal and the complainant's acceptance, a cancellation deed for the buyer's agreement dated 29.03.2011 and a cancellation of the lease deed dated 06.01.2016 was executed between the respondent and the complainant. It is pertinent to note that as per the cancellation deed of the buyer's agreement, the complainant surrendered his unit to the respondent. In return, the respondent agreed to pay a total sum of Rs.61,19,500/- in nine installments. The agreement also stipulated that any delayed payments would attract an interest rate of 10%. Furthermore, on the date of execution, the respondent made the first installment payment. Additionally, the complainant, at the respondent's request, handed over all original documents related to his unit, including the buyer's agreement dated 29.03.2011. the respondent acknowledged receipt of these documents in clause 6 of the cancellation deed, confirming that they had taken possession of all relevant paperwork.

VII. That it is essential to highlight that the complainant accepted the respondent's proposal in good faith, trusting that they would honor their commitments. However, the respondent betrayed this trust, revealing their malicious intentions. Despite making the first installment payment of Rs.6,19,500/-, the respondent failed to fulfill their contractual obligations, as outlined in the cancellation deed of the buyer's agreement dated 25.05.2017. Specifically, they neglected to pay the remaining 8 installments to the complainant, leaving the agreement unfulfilled. It is important to note here that the respondent's failure to make the promised

payments raises serious concerns about their credibility and business practices.

VIII. That since December 2017, the complainant has been tirelessly pursuing the respondent for the payment of the remaining 8 installments through emails and interest on the unpaid amount at the agreed rate. Despite the complainant's repeated requests, reminders, and follow-ups, the respondent has remained unresponsive, ignoring the complainant's legitimate demands.

IX. That after repeatedly following up with the builder and getting no response, the complainant sent a final request on 06.02.2025, asking the respondent to fulfill the terms of the cancellation agreement dated 25.05.2017. Surprisingly, after remaining silent since 2017, the respondent replied on 27.02.2025. However, instead of fulfilling the agreement, the respondent arbitrarily cancelled the cancellation agreement dated 25.05.2017 and unfairly blamed the complainant for their own failure to pay the outstanding amount of Rs.55,00,000/-. Furthermore, the respondent asked the complainant to execute the sale deed for their unit, which was a sudden and unexpected request. It is also important to mention that the respondent has kept all the original documents related to the complainant's unit. If the respondent has indeed cancelled the cancellation agreement of the buyer's agreement dated 29.03.2011, it was their responsibility to inform the complainant about this sudden decision. Moreover, the respondent should have returned all the necessary original documents to the complainant, which they have failed to do.

X. That the complainant is left with nothing - no unit, no payment as promised in the cancellation deed of 25.05.2017, and no documents related to his unit. To make matters worse, the respondent has now cancelled the cancellation deed and is instead asking the complainant to

execute a sale deed for the unit. However, the complainant is willing to take possession of the unit and also seek delayed possession charges for the delayed possession, which is a reasonable demand considering the respondent's repeated failures and broken promises.

XI. That the main grievance of the complainant in the present complaint is that despite the complainant paying more than 100% of the actual cost of the flat and being ready and willing to pay the remaining amount (justified) (if any) after adjustment of delayed possession charges, the respondent has failed to give possession on or before the due date of possession. The respondent has also not even offered possession of the complainant's unit. The complainant is willing to settle legitimate dues and take possession of her unit.

XII. That the complainant does 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.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
   a) Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.
   b) Direct the respondent to hand over all the requisite original documents pertaining to the complainant's unit such as the allotment letter and buyer's agreement dated 29.03.2011, payment receipts, etc.

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.

6. Despite due service of notice, neither anyone has put in appearance on behalf of respondent before the Authority, nor any written reply to the present complaint has been received from it. Thus, the respondent was proceeded ex-parte vide proceedings dated 13.10.2026. In view of the above, the Authority is deciding the complaint on the basis of these undisputed documents available on record and submissions made by the complainant.

7. 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 those undisputed documents and submissions made by the comp.

D. Maintainability of complaint:

8. In the instant case, the complainant was allotted a unit bearing no. cyber space no. 628, 6th Floor admeasuring 826 sq. ft. (Super area) by the respondent vide buyer's agreement dated 29.03.2011. Thereafter, vide cancellation deed dated 25.05.2017, the said buyer's agreement was mutually cancelled by the parties, wherein it was agreed that the amount paid by the complainant along with a sum of Rs.28,91,000/- payable towards compensation on such cancellation of unit shall be paid to complainant in 9 instalments by 21.03.2018. Subsequently, vide letter dated 27.02.2025, the respondent intimated the complainant that the cancellation agreement dated 25.05.2017 stands rescinded on account of unavailability of prospective buyer and requested him to execute sale deed against the unit in question. Now the complainant wishes to continue with the project and is seeking possession of the unit along with delay possession charges under the provisions of the Act, 2016.

9. The Authority observes that the project in question is commercial in nature and the respondent has obtained occupation in respect of the said project from the competent authority back in 12.03.2011, as evident from

complaint bearing no. CR No. 1667 of 2025 filed before the Authority against the same project.

10. Before examining the merits of the case, it is necessary to determine whether the present complaint is maintainable under the provisions of Real Estate (Regulation and Development) Act, 2016.

11. The Real Estate (Regulation and Development) Act, 2016 is a regulatory statute designed to govern a specific class of real estate projects identified by the legislature. The applicability of the Act is circumscribed by Section 3, which mandates compulsory registration of real estate projects with the Regulatory Authority. However, the legislature has, in its wisdom, expressly excluded certain categories of projects from the operation of the Act. Section 3(2) (b) categorically provides that no registration shall be required where the promoter has received a completion certificate for a real estate project prior to the commencement of the Act. The relevant portion of Section 3 is reproduced below: -

> *3. Prior registration of real estate project with Real Estate Regulatory Authority.-*
> *(1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:*
> *Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:.....*
> *(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required*
> *(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;*

12. 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.

13. This exclusion is neither incidental nor ancillary; it is a substantive legislative determination forming an integral part of the statutory scheme. The statutory framework thus makes it abundantly clear that the Act is not intended to operate retrospectively so as to reopen completed transactions or subject concluded projects to a new regulatory regime. The jurisdiction of the Authority is, therefore, confined only to such projects as fall squarely within the definition and scope prescribed by Section 3 of the Act. 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."

14. 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.

15. 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."*

16. 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.

17. 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 12.03.2011, 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.

18. 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.

19. 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. Accordingly, the present complaint stands dismissed being not maintainable.

20. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026