BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**4943 of 2025**
Date of filing of complaint:	**10.10.2025**
Date of decision:	**08.10.2026**

Ms. Asha Jha
R/o: - MIG-499, Sector-15B, Avas Vikas Colony, Sikandara, Agra Uttar Pradesh- 282007 **Complainant**

Versus

M/s Czar Buildwell Pvt. Ltd
Regd. Office at: 311-A, Global Foyer Mall, Golf Course Road, Sector-43, Gurugram- 122009
Also, at: - 302-A, Global Foyer, Sector-43, Golf Course Road, Gurugram-122009 **Respondent**

CORAM:
Shri Phool Singh Saini Member

APPEARANCE:
Shri Saurabh Kumar Gangwar (Advocate) **Complainant**
None **Respondent**

EX-PARTE 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 provision of the Act or the Rules and regulations made thereunder 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.	Heads	Information
1.	Name and location of the project	Mahira Homes, Sector 104, Gurgaon, Haryana
2.	Nature of the project	Affordable Group Housing
3.	DTCP license no.	24 of 2020 dated 10.09.2020
4.	RERA Registered/ not registered	Registration revoked
5.	Welcome letter	15.12.2021 (Page no. 18 of the complaint)
6.	Allotment letter	Not annexed
7.	Apartment no.	T2-1401, Tower-T2, 14th Floor (As per welcome letter dated 15.12.2021 at page no. 18 of complaint)
8.	Unit measuring	644.117 sq. ft. (carpet area) 148.166 sq. ft. (balcony area) (As alleged by the complainant at page 12 of complaint)
9.	Date of Agreement for Sale	Not annexed
10.	Total sale consideration	Rs.26,26,468/- (As alleged by the complainant at page 12 of complaint)
11.	Amount paid by the complainant	Rs.6,63,196/- (As alleged by the complainant at page 12 of complaint)
12.	Occupation certificate	Not obtained as per DTCP website
13.	Offer of possession	Not offered
14.	Surrender request made by the complainant-	14.06.2022 (Page no. 20 of the complaint)

	allottee	

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That the respondent company, was obtained a licence no. 66 of 2021 dated 07.09.2021 by the Director, Town and Country Planning, Haryana (DTCP), under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, and the Rules framed thereunder in 1976, for the development of an Affordable Group Housing Colony over land admeasuring 10.44375 acres, situated in the revenue estate of Village Dhanwapur, Sector-104, Gurugram, Haryana. That pursuant to the aforesaid licence, the respondent got its project titled "Mahira Homes 104" registered with this Authority, vide registration no. GGM/504/236/2021/72 dated 25.10.2021, valid up to 02.12.2025.

II. That the respondent advertised its project and made tall claims, projecting an attractive and assured picture of the proposed development. The complainant, who was in search of a residential unit, was induced by such advertisements and representations to consider purchasing a flat in the said project. The respondent also provided a brochure portraying the project in an idealized manner, thereby persuading and inciting the complainant to book a unit and make payments.

III. That relying upon the aforesaid representations and assurances of the respondent, the complainant expressed her interest in the project and booked a residential unit therein by depositing a sum of Rs.1,29,299/- through challan nos. DP45879 and DP45883, both dated 29.10.2021. The said payment was duly acknowledged by the respondent by issuing an application receipt bearing serial no. 16281 dated 29.10.2021.

IV. Thereafter, on 04.12.2021, the respondent through the welcome letter allotted unit no. T2-1401 in Tower – T2 in the aforesaid project to the complainant. That pursuant to the welcome letter, the respondent, vide its email dated 09.12.2021, forwarded the payment breakup details for the next instalment of Rs.5,33,898/-, indicating its due date as 18.12.2021. It is pertinent to mention that Section 13(1) of Act, 2016 prohibits the promoter from taking more than 10% of the cost of the sale consideration without entering into a written agreement for sale, duly registered.

V. That the complainant, in compliance with the aforesaid demand, duly deposited a sum of Rs.5,33,898/- on 13.12.2021 through RTGS receipt no. SBINR52021121356520397. In June, 2022, when the Complainant visited the site of the project, it appeared that construction work had not even commenced. Subsequently, the complainant came to know that the Authority had, on 28.05.2022, initiated suo motu action against the promoter under section 35 of the Act, 2016 based upon the site visit report submitted on 18.05.2022 wherein it is clearly stated that only excavation work for tower 2, 3 & 4 was started at site.

VI. Moreover, on 17.05.2022 the DTCP blacklisted the Respondent from grant of license on account of submitting forged and fabricated bank guarantees and also forged signatures of the bank officials on the bank guarantees being submitted by the respondent which was subsequently withdrawn by the department on 21.07.2022 subject to fulfilment of certain conditions. Also, on 19.07.2022 all the accounts were freezed by the Authority due to non-compliance of the provisions of the Act, 2016.

VII. Therefore, on knowing about the status of the project and some financial difficulty, the complainant requested the respondent to cancel

the allotment and refund the amount paid by the complainant as she wanted to withdraw from the project. The respondent duly acknowledged the aforesaid cancellation request and issued a checklist for cancellation, which the complainant duly complied with. The same was informed by the complainant via email dated 15.06.2022 at 09:28 AM. Thereafter, several email correspondences ensued wherein the complainant repeatedly requested a refund of Rs.6,63,196/-. However, the respondent failed to refund the amount and instead gave false assurances. In one such email dated 03.12.2022 at 13:24, the respondent informed that "they were not operational".

VIII. That on 06.09.2023, the Authority initiated suo motu revocation proceedings under Section 35 of the Act, 2016. Vide order dated 11.03.2024, the Authority revoked the Project's registration certificate under Section 7(1) of the Act, 2016, and directed that the Respondent shall not sell unsold inventory in the Project. The respondent accounts were also frozen, effectively amounting to discontinuation of its business. Despite the complainant persistent efforts, the respondent has failed to refund her hard-earned money, thereby causing immense mental agony and harassment, which has compelled the complainant to approach this Authority for the reliefs prayed for in the complaint.

IX. That the cause of action first arose on 29.10.2021 when the complainant booked a residential unit and paid Rs.1,29,299/- as booking amount. Thereafter, on 04.12.2021 the respondent, by welcome letter, allotted unit no. t2-1401 to the complainant. It further arose on 09.12.2021 when the respondent demanded payment of an additional instalment amounting to Rs.5,33,898/-. The cause of action again arose in June 2022 when the complainant discovered that

construction at the project site had not commenced in any substantial manner, and upon learning of regulatory actions initiated against the respondent. It further continued on 14.06.2022 when the complainant formally sought cancellation of her allotment and refund of the amounts paid, which the respondent failed to honour. The cause of action is recurring and continuous, inasmuch as despite repeated demands and correspondence, the respondent has failed and neglected to refund the complainant's hard-earned money, and culminated on 11.03.2024 with the revocation of the project registration, leaving the complainant without any remedy except to approach this Authority.

X. That the present complaint is within the prescribed period of limitation. That the complainant has not filed any other complaint before any other forum against the respondent and no other case is pending in any other court of law.

C. Relief sought by the complainant:

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

   a. Direct the respondent to refund the amount paid with interest in respect of the allotted unit with interest at the prescribed rate.

   b. Imposed penalty upon the respondent under section 61 of the Act, 2016 for contravention of the section 13 of the Act, 2016.

   c. To award the litigation cost of Rs.50,000/- or such amount as this Authority may deems fit, in favor of the complainant against the respondent.

5. The present complaint was filed on 10.10.2025 and registered as complaint no. 4943 of 2025. As per the registry, complainant sent copies of complaint along with annexures through speed post as well as through email. The tracking report of the same has been submitted by the complainant at page

no. 44 to 48 of the complaint. The proof regarding the delivery of the complaint along with annexures made to the respondent, has been submitted by the complainant as available in the file. The registry of the Authority sent a notice with a copy of the complaint along with annexures through speed post on 17.10.2025 bearing tracking no. EH147779365IN and Registry has also sent the notice along with a copy of the complaint through email dated 15.10.2025 and the mail was duly served. Despite service of notice through email as well as speed post, the respondent failed to appear and to submit any reply. Accordingly, the Authority is left with no other option but to proceed ex-parte against the respondent. Therefore, the matter is proceeded ex-party against the respondent.

6. 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 based on these undisputed documents and submission made by the complainant.

D. Jurisdiction of the Authority:

7. 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

8. 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

9. 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.*

10. 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 complainant at a later stage.

11. Further, the Authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors." SCC Online SC 1044 decided on 11.11.2021 and followed in M/s Sana Realtors Private Limited & others V/s Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine*

and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

12. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of **M/s *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. and M/s Sana Realtors Private Limited & others V/s Union of India & others (supra),*** the Authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

E. Findings on relief sought by the complainant:

E.I Direct the respondent to refund the amount paid with interest in respect of the allotted unit with interest at prescribed rate.

E. II Imposed penalty upon the respondent under section 61 of the Act, 2016 for contravention of the section 13 of the Act, 2016.

13. The complainant applied for the allotment in the affordable housing project i.e., "Mahira Homes-104" located in sector-104, Gurugram being developed by the respondent i.e., M/s Czar Buildwell Pvt. Ltd. The respondent intimated to the complainant about the allotment of unit no. T2-1401, 14th Floor, in Tower- T2. On knowing about the status of the project, the complainant requested the respondent to refund the amount paid by the complainant as he wanted to withdraw from the project.

14. Upon perusal of documents and submissions made by the complainant, it has been found that the Authority on 28.05.2022 initiated Suo-Motu action against the promoter under section 35 of the Act, 2016 based upon the site visit report submitted on 18.05.2022 wherein it is clearly stated that only

excavation work for tower 2, 3 & 4 was started at site. Moreover, on 17.05.2022 the Director Town & Country Planning blacklisted the said developer from grant of license on account of submitting forged and fabricated bank guarantees and also forged signatures of the bank officials on the bank guarantees being submitted by M/s. CZAR Buildwell Pvt. Ltd which was subsequently withdrawn by the department on 21.07.2022 subject to fulfillment of certain conditions. Also, on 19.07.2022 all the accounts were freezed by the Authority due to non-compliance of the provisions of the Act, 2016. On 06.09.2023 the Authority initiated suo-moto revocation proceedings under section 35 of the Act, 2016. Thereafter, the Authority vide order dated 11.03.2024 revoked the registration certificate of the project under section 7(1) of the Act, 2016 and accordingly the respondent company shall not be able to sell the unsold inventories in the project and also, the accounts are freezed therefore, this amounts to discontinuation of business of the respondent.

15. The Authority considering the above mentioned facts opines that although the due date of possession has not lapsed yet, section 18 of the Act, 2016 is invoked if the promoter is unable to handover the possession of the unit as per the terms of the agreement due to discontinuance of his business as developer on account of suspension or revocation of the registration under this Act or any other reason than the complainant shall be entitled for entire refund of the amount paid to the respondent along with the prescribed rate of interest. The relevant portion is reproduced herein below for the ready reference:

> ***"Section 18: Return of amount & compensation:***
> *(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,-*
> *(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

(b) due to discontinuance of his business as a developer on account of ***suspension or revocation of the registration under this Act or for any other reason,***

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:....."

16. The Authority is of the view that since vide order dated 11.03.2024 the registration certificate of the project stands revoked under section 7(1) of the Act, 2016 therefore, the promoter cannot carry out the business in presence of the said circumstances, also due to the promoter's serious violations, there seems no possibility of completing the said project by the due date. Thus, the Authority is of the view that the complainant is entitled to his right under section 18(1)(b) read with section 19(4) to claim the refund of amount paid along with interest at prescribed rate from the promoter. Accordingly, the Authority directs the respondent to refund the paid-up amount of Rs.6,63,196/- received by it along with interest at the rate of 10.80% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realization of the amount.

E.III To award the litigation cost of Rs.50,000/- or such amount as this Authority may deems fit, in favor of the complainant against the respondent.

17. The complainant is seeking the above-mentioned reliefs w.r.t compensation. The Hon'ble Supreme Court of India in Civil Appeals no. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Ltd. V/s State of UP (Supra)*** has held that an allottee is entitled to claim compensation and litigation charges under Section 12, 14, 18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation charges shall be adjudicated

by the adjudicating officer having due regards to the factors mentioned in Section 72. Therefore, the complainant may approach the adjudicating officer for seeking the relief of compensation.

F. Directions of the authority:

18. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

    a. The respondent/promoter is directed to refund the amount i.e., **Rs.6,63,196/-** received by it along with interest at the rate of 10.80% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realisation of the amount.

    b. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

19. Complaint stands disposed of.

20. Complaint as well as applications, if any, stand disposed off accordingly.

Dated: 08.10.2026

(Phool Singh Saini)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram