BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**6358 of 2025**
Date of filing:	**18.12.2025**
Date of decision	**11.08.2026**

Roohi Thakur
R/o: 212 A, The Magnolias, DLF Golf Links,
Gurugram 122009 **Complainant**

Versus

1. **M/s DLF Commercial Enterprises**
Regd. Office at: 1-E, Jhandewalan Extension,
New Delhi-110055 **Respondent No.1**

2. **M/s DLF Universal Ltd.**
Regd. Office at: DLF centre, Sansad Marg,
New Delhi-110001 **Respondent No.2**

3. **M/s DLF Ltd.**
Regd. Office at: DLF Centre, Sansad Marg,
New Delhi-110001 **Respondent No.3**

4. **Mr. Rajiv Singh**
R/o:- 16, Aurangzeb Road,
New Delhi-110011 **Respondent No.4**

CORAM:
Shri Arun Kumar **Chairman**

APPEARANCE:

Sh.Prerak Khurana	Complainant
Sh.Ishaan Dang	Respondent No. 1& 3
None	Respondent No.2
Sh.JK Dang	Respondent No.4

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. N.	Particulars	Details
1.	Name and location of the project	""Star Mall" Sector 30 Village Silokhera , Gurugram
2.	Nature of project	Commercial complex
3.	DTCP License	License no. 03 of 2001 dated 19.06.2001
4.	RERA registered	Not registered
5.	Retail space buyer's agreement	08.09.2005 (As on page no. 48 of complaint)
6.	Shop no.	SM0128, first floor (As on page no. 50 of complaint)
7.	Shop area	116.053q.ft. [Super Area] (As on page no. 50 of complaint)
8.	Possession clause	Clause 10.2 Schedule for Possession of the said Premises The Intending Seller based on its present plans and estimates and

		subject to all just exceptions, contemplates to complete construction of the said Building/said Premises within a period of thirty six (36) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in clauses (11.1), (11.2), (11.3) and Clause (39) or due to failure of the Intending Allottee(S) to pay in time the price of the said Premises along with other charges and dues in accordance with the schedule of payments given in Annexure III or as per the demands raised by the Intending Seller from time to time or any failure on the part of the Intending Allottee(s) to abide by all or any of the terms or conditions of this Agreement. [Emphasis supplied] (As on page no. 62 of complaint)
9.	Due date of possession	08.09.2008 [Calculated 36 months from the date of execution of the space buyer's agreement]
10.	Basic Sale consideration	Rs.52,58,294/- (As on page no. 23 of the application of dismissal filed by the respondent)
11.	Amount paid	Rs.52,58,294/- (As on page no. 23 of the application of dismissal filed by the respondent)
12.	Occupation certificate	31.03.2008 (Page 9 of the application of dismissal filed by the respondent)
13.	Offer of possession	12.11.2008, 17.02.2010 (Page 10, 17 of the application of

		dismissal filed by the respondent)
14.	Possession letter	16.03.2010 (Page 18 of the application of dismissal filed by the respondent)
15.	Conveyance deed	24.06.2011 (As on page no. 19 of complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That the respondent no. 3 owned a plot of land admeasuring 4.4375 acres or thereabout at site at Sector 30, Village Silokhera, Tehsil & District Gurgaon. The said land was reserved and approved for retail/ commercial use pursuant to licence(s) granted by the Director, Town & County Planning, Haryana, Chandigarh on 19.06.2001. The respondent no. 3 bought all its rights, title and interest in the said land into common stock of the partnership firm, namely DLF Commercial Enterprises, i.e. respondent no. 1 herein, and by virtue of the aforesaid contribution, the said land became the exclusive and absolute property of the respondent no. 1 on 04.03.2002.

II. That the respondents constructed a multi storied commercial complex named as "Star Mall" in Sector 30, Village Silokhera in Tehsil & District Gurgaon, Haryana consisting of shops, departmental stores, restaurants, entertainment theatres, commercial spaces, common areas and facilities along with basements for parking and services admeasuring 4.4375 acres or thereabout earmarked and delineated in accordance with the building plan(s) approved by the Director, town & country planning, Haryana, Chandigarh vide memo no. 15949 on 09.11.2004.

III. That the complainant applied for the allotment of shop in star mall vide application dated 01.10.2003. Vide letter dated 03.08.2005, the respondents through DLF Universal Limited/ respondent no. 2 accepted the complainant's application for allotment of shop bearing no. SM0128 in DLF

Star Mall, DLF City, Gurugram. Vide said letter the respondent effectively deprived the complainant of any real choice or opportunity to negotiate or alter the terms of the agreement.

IV. That since the complainant had no choice whatsoever in the matter, the complainant was compelled to accept the terms and conditions of the agreement as prescribed by the respondent, without any amendment, alteration, or modification. In compliance with the respondent's directive, the complainant, having been left with no alternative, responded vide letter dated 17.08.2005, stating as under:

> *"This has reference to your letter dated 03.08.2005 for signing of agreement. Please find enclosed herewith three copies of the signed agreement as required by you. Kindly acknowledge receipt of the same."*

V. The above correspondence clearly manifests that the complainant merely complied with the respondent's instructions under compulsion and without any meaningful participation in finalizing the terms of the agreement. Vide letter dated 21.08.2005, the respondent forwarded to the complainant the latest floor plans and actual site photographs pertaining to the project "Star Mall," DLF City, Gurgaon. The said communication, however, was merely informative in nature and did not furnish any substantive clarification regarding the status of construction, statutory approvals, or adherence to the terms of allotment. Pursuant to same the complainant was allotted shop bearing no. SM0128 on the 1st floor having super area of approximately 122.373 Sq. Mtrs. (1317 sq. ft.) and right to use the covered parking space no. 3087 in the basement of the Star Mall on the terms and conditions contained in the commercial space buyer's agreement dated 08.09.2005 executed by the respondent no. 1. As per the commercial space buyer's agreement, the construction of the "Star Mall" was expressly contemplated by the respondent to be completed within a period of 36 months from the date of execution of the agreement (Clause 10.2), i.e., around 08.09.2008, with the handover of possession to be formally offered by the respondent in writing within 30 days after obtaining the certificate for occupation (Clause 10.3), i.e., around 08.10.2008. The said timeline, clearly stipulated by the respondent itself, created a binding obligation which the respondent was duty-bound to fulfill in letter and spirit under the provisions of the RERA Act, 2016.

VI. That the respondent, vide its letter dated 12.11.2008, sent an offer of possession to the complainant against remittance of complete dues. In the said letter, the respondent categorically stated, "*we are pleased to inform you that we are in receipt of the Occupancy Certificate for Star Mall.*" Hence, it is evident and admitted by the respondent itself that the occupancy certificate was obtained sometime in 2008. However, despite such receipt, the respondent deliberately withheld actual possession and failed to ensure timely completion and delivery in compliance with its commitments, thereby demonstrating gross dereliction of duty, arbitrary conduct, and violation of the promoter's statutory obligations under RERA. From January, 2009 to February, 2009, the complainant constantly inquired from the respondents regarding the date of handing over of physical possession to it. The possession that was offered by the respondent was a mere paper possession to somehow or the other escape/ save itself from paying to the complainant interest/ other charges for delayed possession. On 25.02.2009, the respondent no. 1 informed the complainant regarding pending payments and some other formalities to be undertaken by complainant for purposes of handover formalities. In March and May 2009, the complainant raised the issue of mall not becoming functional and sought reason for delay, as in the absence of operationalisation of Mall there would be no use in taking over the possession (as it would be merely a paper possession). The complainant also stated that in the light of above the requests to pay full and final payment alongwith interest on late payment should not be asked till reasonable and bonafide clarifications sought for by the complainant are provided for by the respondents.

VII. That vide communication dated 25.02.2009, the respondent demanded various charges and pending payments from the complainant despite failing to deliver actual, physical possession of the property or operationalize the Mall. This coercive demand for payments without real handover compelled the complainant to repeatedly write to the respondent seeking clarifications and relief. Through multiple follow-ups dated 29.01.2009, 18.02.2009, 17.03.2009, 27.03.2009, and 18.05.2009, the complainant underscored the futility of accepting possession when the Mall remained non-functional and pressed for clear reasons for delay.

VIII. That the complainant also explicitly requested that no demand for full and final payment, including interest on delayed balances, be made until satisfactory clarifications and actual possession were provided. The respondent's refusal to adequately respond to these legitimate concerns constituted a breach of its statutory duties under Sections 11 and 18 of the Real Estate (Regulation and Development) Act, 2016. By demanding payment without delivering functional possession or addressing queries, the respondent acted arbitrarily, unfairly, and in violation of the promoter's obligations to deal transparently and reasonably with allottees. On 20.05.2009, the respondent replied to complainant's letter informing that Mall is ready for possession and is likely to be opened in the month of August / Sept. 2009 (i.e. approximately one year after it was cheekily informed by the respondent to the complainant that the mall is ready for possession). However, the same was not operationalised even by August/ September, of 2009 as promised and assured.

IX. That in the month in November to December, 2009, the complainant again inquired regarding the assured and promised operationalisation of the mall. On 24.12.2009, the respondent again assured that the Mall will be operational by 31.03.2010 (i.e. 1½ years from the date that it was assured that the mall is ready for possession). On the aforesaid misleading promises of respondent, the complainant gave an indemnity-cum-undertaking for taking over the shop/ restaurants/ commercial space(s) in DLF Star Mall on 10.02.2010 in the prescribed format of the respondent, as desired by it.

X. On 17.02.2010, the respondent issued possession letter with respect to the Shop to the complainant, pursuant to which on 16.03.2010 the possession was taken over by the complainant. On 09.06.2010, respondent issued a letter stating that the Mall will be opening on 18.06.2010. Despite promising opening of Mall on 18.06.2010, the Mall is still not completely functional. Even as on date i.e. after more than 14 years of the mall being opened, none of the assurances as were made by the respondent to lure the complainant to invest in the mall are there, viz:

> *Mall being constructed i.e. going to be a state-of-the-art mall, wherein the biggest and the most famous brands are going to have stores/ shops/ anchor stores/ the investment being made by the complainant in the Mall is bound to be the best investment of the complainant's as the Mall is going to be the most happening mall.*

XI. That due to delay in handing over of the shop to the complainant and non-operationalisation of the Star Mall the complainant has and continues to suffer financial hardships. Besides the mall being not fully functional it is also it mismanaged by the respondent/ its appointed association. The shop owners of the Star Mall have instituted a complaint against the appointed association with the District Registrar Societies and Firms, Gurugram, aggrieved by the illegal acts of the association on the following grounds: -

(a) not conducting regular elections as per the law and Memorandum of Association;

(b) appointing maintenance agency/ JLL in contravention of the sale deed/ conveyance deed, as the sale deed clearly mentions that the maintenance agency will be appointed by way of a tripartite agreement;

XII. The District Registrar Societies and Firms took cognizance of the complaint and issued a show cause notice to the respondent. The respondent in its reply to show cause notice has admitted that no shop owner of Star Mall are the members of the association. Therefore, it is clear that the association is being run by the respondent itself.

XIII. That the aforesaid maintenance agency / JLL appointed by respondent's appointed association has been sending frivolous demands of CAM charges on all the owners. Moreover, the maintenance agency is not even carrying proper maintenance services, the escalators, the heating / ventilation HVAC units are majorly non-functional. Currently, the CAM is being charged at 23.88 sq. ft. There is no basis for this rate of CAM charges, as only 30 % of the mall is occupied and working, and in the sale deed the maintenance charges are mention/ agreed at 1.2 times of the actual cost. The respondent's association and its appointed maintenance agency are in connivance. The maintenance agency is imposing exorbitant maintenance charges with a clear motive to extort illegal monies from the shop owners.

XIV. That the respondent has never applied for the completion certificate or part completion certificate 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, till date, which is a mandatory requirement.

The respondent has never applied for a completion certificate as it is aware that the Mall has not at all been constructed in terms of the sanction plan. There have been deviations from the sanction plan in the construction of the Mall from the very beginning. The Mall has till date not been issued a completion certificate, therefore the mall/ the project categorically comes under the definition of "*ongoing project*" as per Rule 2(1)(o) of HRERA Rules. As per Rule 2(1)(o) of HRERA Rules read with Section 3(1) of HRERA, the respondent is required to get the project/ the Mall registered in RERA and apply for completion certificate.

XV. That, as is evident from the record, JLL is the entity which has, at all material times, actually raised, computed, escalated and sought to coercively recover the CAM charges under challenge in the complaint. Reference is made, in particular, to the CAM invoices/reminders dated 18.04.2026, 27.05.2026, 30.05.2026, 03.06.2026, 12.06.2026 and 02.07.2026, and to the written communications of JLL's Property Manager, Mr. Nand Kishor, dated 08.05.2026 and 23.06.2026, all of which are already on record as annexures to the complainant's pending Application under Section 37 of the RERA Act for stay of the CAM demand.

XVI. That the respondent no. 1, in its application seeking dismissal of the complaint, and Mr. Nand Kishor of JLL, in his written communication dated 23.06.2026, have both sought to contend that since neither SMCA nor JLL is a party to the present proceedings, the pendency of the complaint, and the interim prayer made therein, do not bind or affect JLL, and that JLL is accordingly entitled to continue coercive recovery of the disputed CAM demand notwithstanding the pendency of adjudication before this Hon'ble Authority on the very question of the legality thereof.

XVII. That it is therefore just, necessary and proper that JLL be arrayed as a party so that any order of stay/injunction that may be passed operates directly and bindingly upon it.

XVIII. That it is significant to note that the quantum demanded by JLL/SMCA has itself escalated from an aggregate of approximately Rs. 36,57,280/- as per the reminder dated 18.04.2026 to Rs. 38,15,487/- as per the latest reminder dated 02.07.2026, an increase engineered unilaterally, without disclosure of the basis of computation, during the very period in which the Complainant's dispute and the pendency of the complaint have been repeatedly and specifically brought to JLL's notice in writing.

XIX. Applications filed by the complainant has been taken on record and perused further.

C. **Relief sought by the complainant:**

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

a. Direct the respondent to pay interest and compensation for delayed possession.

b. To make the mall fully functional and operational in accordance with the sanctioned plans and representations, or in the alternative, to pay compensation for loss of business opportunity, rental loss, and other consequential damages arising from the non-functionality of the mall for over 14 years.

c. To immediately register the Project "Star Mall" with the Haryana Real Estate Regulatory Authority (HRERA) under Section 3 of the RERA Act, 2016, and to file all required documents, including the application for completion certificate.

d. Direct the respondent to comply with all other obligations of a promoter under the RERA Act.

e. Direction that the terms of the Agreement, to the extent they are unfair, oppressive or contrary to RERA, be read down or declared unenforceable, and that the respondent be restrained from relying on such terms to deny possession or levy arbitrary charges.

f. A declaration that the association controlling "Star Mall" is not a validly constituted association of allottees, as it has no shop owner as member and is effectively controlled by the respondent, in violation of the promoter's duty under Section 11(4)(e) of the RERA Act, 2016 to enable formation of an appropriate association.

g. A declaration that the appointment of the maintenance agency/JLL by such respondent-controlled association, in alleged contravention of the sale deed stipulation of appointment through a tripartite agreement, is illegal and void.

h. Direct the respondent and its association to re-fix the CAM/maintenance charges on a transparent, cost-based mechanism in accordance with the sale deed (i.e., at 1.2 times of actual cost) and to refund any excess amount collected from the complainant and other shop owners.

i. Direct the respondent and its association to maintain and operate the mall, including escalators, HVAC, common areas and parking, in a proper and functional manner, and to cease from imposing exorbitant or arbitrary charges.

j. A declaration that the construction of "Star Mall" has been carried out with deviations from the sanctioned building plans and conditions of licence, in violation of Section 14 of the RERA Act, 2016 and the Haryana Development and Regulation of Urban Areas Act/Rules.

k. Direct the respondent to regularize the deviations, obtain the necessary approvals, and bring the project strictly in conformity with the sanctioned plans, or in the alternative, to pay compensation for such deviations.

l. Direct the respondent to pay interest and compensation for mental agony, harassment, and loss of opportunity suffered by the Complainant due to the prolonged delay and non-functionality of the mall.

m. Direct the respondent under Section 37 of the RERA Act read with Section 11(3) of the RERA Act to make complete disclosure of various particulars/ specifications with respect to the layout plans, sanctioned plans, deed of declaration, occupancy certificate and common areas and facilities etc. of the demised premises and whether the respondent renewed the licence(s) granted by the Director, Town & County Planning, Haryana, Chandigarh on 19.06.2001.

n. Appoint a delinquent under Section 35 of the Act to conduct inquiry into the affair of the respondent regarding the project and pass orders under Section 36 of the RERA Act if the respondent has carried out/ carrying out any act which is in contravention of the Act.

o. Restrain the respondent from creating any third-party interest, transferring, or making any changes in the title or possession of the complainant's shop/unit, pending final disposal of the complaint.

p. Direct the respondent to immediately file and disclose all relevant documents pertaining to sanctioned site plans, occupancy certificates, layout plans, maintenance agreements, and the deed of declaration relating to the commercial project "Star Mall".

q. Restrain the respondent from undertaking any further construction, alterations, or changes in the project that may prejudice the interest of the complainant and other allottees.

r. Direct the respondent to deposit all sums collected from allottees towards CAM/Maintenance charges in a dedicated escrow account managed under the supervisions of this Authority.

s. Restrain the respondent from issuing any fresh demand letters, notices, or cancellation of allotment to the complainant pending disposal of the present proceedings.

t. Prohibit the respondent from compelling the complainant to sign any indemnity, undertaking, or legal compliance documents as a precondition for possession or execution of the conveyance deed.

u. Direct the respondent to maintain status quo with respect to the operational arrangements and possession of the unit/shop, to avoid any prejudice to ongoing rights and interests of the complainant.

D. Dismissal Application filed by Respondent No.1

5. The respondent no.1 has filed the application for dismissal of complaint on the following grounds: -

I. That the present complaint has been filed in respect of a commercial project developed by respondent no. 1 known as "Star Mall", located in Sector 30, National Highway No. 8 Gurgaon. After being fully satisfied in all respects, the complainant and Mr. Haresh Thakur had agreed to purchase retail/commercial space bearing no. SM0128 on 1st floor alongwith one covered parking bearing no. 3027 all comprised in the said project. Prior to purchase of said unit, the complainant and Mr. Haresh Thakur had made elaborate and detailed enquiries with regard to the nature of the project, sanctions granted by the concerned statutory authorities for the said project, competency, capacity and capability of respondent number 1 to successfully undertake the promotion, construction, development and implementation of the said project. Only after being fully satisfied in all respects, the complainant and Mr. Haresh Thakur took the well deliberated decision to purchase the said unit.

II. That the said project was completed and Occupation Certificate was granted by Town and Country Planning Department, Haryana, Chandigarh on 31.03.2008. The respondent no 1 had offered possession of the said unit to the complainant and Mr Haresh Thakur as far back as on 12.11.2008.

III. That after several reminders, the complainant and Mr. Haresh Thakur eventually cleared their dues and provided their indemnity cum undertaking dated 16.02.2010 for obtaining possession of the said unit from respondent no 1. Thereafter, possession letter dated 17.02.2010 had been issued by respondent no 1. The complainant and Mr. Haresh Thakur took possession of the said unit on 16.03.2010. Prior to obtaining of physical possession of the said unit, the same had been inspected and examined by the complainant and Mr. Haresh Thakur. Pursuant to aforesaid examination of the said unit, the complainant and Mr. Haresh Thakur were fully satisfied with the said unit in all respects. Accordingly, the complainant and Mr. Haresh Thakur had admitted and acknowledged the aforesaid satisfaction in writing and had further confirmed that they did not have any claim of any nature whatsoever against respondent no 1.

IV. Thereafter, the conveyance deed was registered in favour of the complainant and Mr Haresh Thakur on 24.06.2011. Upon execution of the said conveyance deed, the contractual relationship stood fully discharged by the respondents, leaving no subsisting liability or outstanding issue with the complainant. The present complaint is merely an afterthought and amounts to harassment/blackmail to the respondents and is therefore liable to be dismissed.

V. That the respondent no-1 had duly completed development of said project and had conveyed title and delivered possession in respect of said unit to the complainant well before Real Estate (Regulation and Development) Act, 2016/Rules framed thereunder came to be enforced. The conveyance deed in favour of the complainant and Mr Haresh Thakur was executed and duly registered before enactment of Real Estate (Regulation and Development) Act, 2016/Rules framed thereunder came into force. Therefore, it is humbly submitted that this Hon'ble Authority does not have the jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.

VI. That without prejudice to the preliminary submissions raised by the respondent that the Hon'ble Authority does not have the jurisdiction to entertain and adjudicate the present complaint, it is respectfully submitted that even otherwise the present complaint, instituted after an inordinate and unexplained delay of more than 14 years after execution and registration of the conveyance deed and more than 20 years after execution of the retail space buyer's agreement dated 08.09.2005, is hopelessly barred by limitation and deserves to be dismissed on this ground alone.

VII. That without prejudice to the forgoing, it is submitted the complaint is bad for non-joinder of necessary parties. The said unit in respect of which the present complaint has been filed, was jointly allotted to the complainant herein along with Mr Haresh Thakur. However, for reasons best known to the Complainant, the co-owner, Mr Haresh Thakur has not been impleaded as a party to the present complaint. Since the rights and obligations arising out of the retails space buyer's agreement/ conveyance deed pertains jointly to both allottees i.e. the complainant and Mr. Haresh Thakur, the present complaint filed by a single allottee i.e. the complainant cannot be treated as a properly instituted complaint.

VIII. That the present complaint has been filed with an ulterior motive to harass and blackmail the respondents, which is also evident from the fact that the complainant has mischievously impleaded respondent no 4 as a party to the complainant in order to cause needless harassment. Admittedly, the complainant has no contractual or any other legal relationship with respondent no. 4 in his individual capacity.

IX. That moreover, no cause of action whatsoever had accrued in favour of the complainant to file the present complaint against the respondents especially respondent no 4. The respondent no 4 has been impleaded in his individual capacity just to needlessly harass and malign him. The respondent no. 4 has been illegally and wrongfully impleaded as party to the present litigation. The presence of respondent no. 4 is not at all required for just, proper and effective adjudication of the present misconceived and factually and legally unsustainable litigation. Hence, respondent no-4 deserves to be deleted from the array of parties.

X. That further, the complainant has mischievously impleaded respondent no 2(M/s DLF Universal Limited) as a party to the complainant. Infact, the name of M/s. DLF Universal Limited had been changed to M/s. DLF Limited, after obtaining requisite permission/sanction from the concerned statutory authorities. Fresh Certificate of Incorporation consequent upon change of name had been issued way back on 27.05.2006 by the then Registrar of Companies, National Capital Territories of Delhi and Haryana. M/s DLF Limited has already been impleaded as respondent no-3 in the present complaint, therefore the name of respondent no-2 liable to be deleted/ struck off from the array of parties.

XI. That relief no 3 sought by the complainant pertains to non-registration of the project under RERA. Considering the fact that development work had been completed at the spot and the Occupation Certificate dated 31.03.2008 had been obtained by the Respondent no-3 well before the notification of the Haryana Real Estate Regulation and Development Rules 2017 (hereinafter referred to as the 'Rules') it is respectfully submitted that the said project cannot by any stretch of imagination be construed to be an 'Ongoing Project" as defined under Rule 2(1)(o) of the Rules. It is precisely for this reason that the said project has not been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016. The Occupation Certificate in respect of the Said Project, i.e Star Mall, located on National Highway -8, Gurugram, Haryana was issued by the competent authority on 31.03.2008 i.e. well before the notification of the Haryana Real Estate Regulation and Development Rules 2017 . Thus, the project in question is not an 'Ongoing Project" under Rule 2(1)(o) of the Rules.

XII. That the relief no 5 sought in the present complaint whereby the complainant has challenged the demand for common area maintenance charges raised by the Star Mall Condominium Association/Maintenance Agency i.e M/s Jones Lang Lasalle Building Operations Private Limited appointed by the Star Mall Condominium Association, cannot be legally granted by this Hon'ble Authority. The Star Mall Condominium Association/Maintenance agency have not been made parties to the present complaint. Moreover, RERA contemplates filing of complainants only against promoters, Real Estate Agents and Allottees. However, the Star Mall Condominium Association/maintenance agency are neither Promoters, Real Estate Agents or an Allottee in the project and hence no relief can be claimed against the said persons.

XIII. That it is understood that the complainant and Mr. Haresh Thakur are defaulters in making payment of maintenance charges in respect of said unit. The complainant is legally and contractually bound to make timely payment of maintenance charges. However, till date more than Rs. 35,00,000/- towards CAM are outstanding against the complainant and Mr Haresh Thakur. The present complaint has been filed to avoid payment of outstanding maintenance charges and to wriggle out of their obligations to pay the legitimate dues.

XIV. That it would be pertinent to state that the complainant and Mr. Haresh Thakur are chronic litigants and have initiated several other litigations before different judicial and quasi-judicial forums on unrelated matters. While the respondent no. 1 is presently not adverting upon the merits of those proceedings, the frequency and manner in which such litigations have been initiated demonstrates a consistent pattern of invoking legal processes in a vexatious manner. The present complaint, viewed in this background, is evidently an attempt to misuse the regulatory mechanism under the Act and is therefore liable to be dismissed.

6. The present complaint was filed on 18.12.2025 and registered as complaint no. 6358 of 2024. The respondent no. 3& 4 put in appearance through its counsel and marked attendance on 21.01.2026 and 10.03.2026. Despite giving specific directions to file a reply, it has failed to comply with the orders of the authority. It shows that the respondents are intentionally avoiding filing of the written reply. Therefore, the defence of the respondent no. 2 to 4 is hereby struck off.

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

E. Jurisdiction of the Authority:

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

E. I Territorial jurisdiction

9. 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.

E. II Subject matter jurisdiction

10. 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.*

11. 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.

F. Maintainability of complaint:

12. That in the present case in hand a retail space buyer agreement was executed between the parties on 08.09.2005 wherein the complainant was allotted a shop bearing no. SM0128, on the first floor having super area of 116.053 sq. ft. in the project of the respondent namely Star mall at Sector 30, Gurugram. As per clause 10.2 of the agreement, the respondent was obligated to complete the construction of the said building within a period of thirty-six (36) months from the date of execution of this agreement. Therefore, the due date comes out to be 08.09.2008.

13. That the occupation certificate was obtained on 31.03.2008 and the possession was offered to the complainant on 12.11.2008 and on 17.02.2010. Further the possession was handed over to the complainant on 16.03.2010. Also, the conveyance deed dated 24.06.2011was also executed between the parties in respect of the said unit. The complainant has filed the present complaint on 18.12.2025.

14. On the documents and submission made by both the parties, the authority observes that there has been complete inaction on the part of the complainant for a period of more than fourteen years till the present complaint was filed in December 2025. The complainant remained dormant of their rights for more than 14 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 latches 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.

15. 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.

16. 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.***

17. 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."*

18. 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.

19. 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."*

20. 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.
21. 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 31.03.2008, 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.
22. 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.
23. 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.
24. 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.

25. In view of the foregoing reasons, the Authority finds no merit in the present complaint and the same is accordingly dismissed, being not maintainable.
26. Pending applications, if any, also stand disposed of.
27. File be consigned to registry.

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

Dated: 11.08.2026