

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,
HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM**

Complaint No. : 5296-2025

Date of Decision: 07.08.2026

Mr. Rajeev Gupta resident of G-8/3, DLF Phase-I, Gurugram.

..... Complainant.

Versus

1. M/s. ILD Millennium Pvt. Ltd. having its office at 9th Floor, ILD Trade Centre, Sector-47, Sohna Road, Gurugram.
2. Mr. Yogender Bhati, resident of C-508, Sigma-2, Greater Noida, Uttar Pradesh.

..... Respondents.

APPEARANCE

For Complainant:

Mr. Raghav Bimal, Advocate

For Respondents:

Ms. Himani, Advocate

ORDER

This is a complaint filed by Mr. Rajeev Gupta under sections 31 read with section 71 of The Haryana Real Estate (Regulation and Development), Act 2016, against M/s ILD Millennium Pvt. Ltd. & Mr. Yogender Bhati (promoters).

2. According to complainant, initially he participated in the ILD greens project as an investor/contractor under a Resolution Plan duly approved by the Haryana Real Estate Regulatory Authority, Gurugram. Following prolonged litigation and pursuant


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to directions issued by the Authority, he (complainant) was eventually allotted ownership of Flat Nos. GF-06 and 1615 in Tower No.2 of the said project through execution of conveyance deed of GF-06 dated 08.08.2025 and GF-1615 dated 29.07.2025 and formal transfer of possession.

3. That present complaint arises from a sustained pattern of obstruction, exclusion, and harassment faced by him (complainant) at the hands of the respondents. In view of the continued hardship and mental distress caused and in exercise of the liberty granted by the Authority, vide its order dated 23.06.2025, he (complainant) was constrained to invoke the jurisdiction of this forum for appropriate relief.

4. That the Authority had taken Suo-motu cognizance against the developer, i.e. respondent no. 1, vide Complaint no. 6046/2019 in respect of project ILD Greens. Subsequently, the Flat Buyer Association also filed a complaint no. 493 of 2020 titled "M/s. ILD Green Flat Buyer Association versus M/s. ILD Millennium. Pvt Ltd."

5. That the aforementioned complaints pertained to the completion of Towers 2, 6 & 7 of the ILD Greens project. During their pendency, Tower Nos. 6 & 7 were completed pursuant to directions issued from time to time by the Authority, culminating in the grant

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of Occupation Certificate for the said towers. However, despite the continued pendency of proceedings and repeated regulatory engagement, no substantial progress was made with respect to the construction of Tower No. 2.

6. That on 09.04.2023, M/s. Rapti Timeline Infra (India), submitted a Resolution Plan in the capacity of Investor/ Contractor for the completion of Tower No. 2. The said Resolution Plan was duly approved by the Authority vide its order dated 25.07.2023. The respondent no. 2 was the other partner in the said firm.

7. That as per the Resolution Plan, M/s. Rapti Timeline Infra (India) was required to invest a sum of Rs.10 crores, respondent no. 1 had to issue work order to M/s. Rapti Timeline Infra (India) for completion of Tower No.2 and respondent no. 1 had to pay the value of the work order to M/s. Rapti Timeline Infra (India).

8. That accordingly, work order for Rs.36.45 crore was issued and he (complainant) infused the entire capital required for the work order, which enabled M/s. Rapti Timeline Infra (India) to execute the said work-order in timely manner. On 20.05.2024, M/s Rapti Timeline Infra (India) had executed works amounting to Rs.24.17 crores, out of which Rs.9.20 crore was paid through the

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designated Escrow mechanism and Rs.5.85 crores were adjusted by way of allotments of flat Nos. 1913, GF-08, GF-06, 1405 and 1615.

9. That despite full execution, a balance of Rs.9.06 crores remained unpaid. Under a secondary work order valued at Rs.1.89 crores (excluding GST) for Tower Nos. 6 & 7 arising from the same Resolution Plan, the developer failed to release any payment whatsoever. The cumulative unpaid dues, therefore, stood at Rs.10.95 crores, despite full compliance and delivery. In between, the developer had bought back one of the flats i.e. flat no. 1913 from investor/contractor but failed to pay Rs.69.44 lacs towards buy-back. The withholding and non-payment of these amounts caused sustained financial pressure and operational hardship to him (complainant), who had personally infused capital to ensure timely execution.

10. That he (complainant) had long been following up with the respondent no. 1 for payment of the balance dues of Rs.4,33,66,601/-, Rs.4,71,26,700/- plus applicable GST, Rs.69,44,000/- towards buy-back of Flat no. 1913 by respondent no.1 and Rs.1.89 crores (excluding GST) for Tower Nos.6&7 arising from the same Resolution Plan, but to of no avail.

11. That he (complainant) sent an email dated 28.05.2024 to respondent No. 1 stating that substantial funds infused by him

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remained blocked in the project and that continuation of works was no longer feasible unless outstanding payments were cleared. In response, respondent No. 1 through its Director Sh. Salman Akbar, not only refused to acknowledge the financial concerns but also proceeded unilaterally to bar the complainant's entry to the project site.

12. That in June 2024, respondent No. 2, acting at the behest of respondent No. 1 approached him (complainant) with a proposal for his exit from M/s Rapti Timeline Infra (India), subject to certain obligations being fulfilled by respondent No.2 by 30.06.2024. However, on the same date, instead of honouring the proposed terms, respondent Nos. 1 & 2 orchestrated a scheme, under which respondent No. 2 addressed a letter to respondent No. 1 alleging that he (complainant) was withholding vendor payments and suggested that the project be shifted to his separate entity for completion.

13. That the promoter i.e. the respondent no. 1 threatened him (complainant) with dire consequences. He (complainant) was being harassed by the respondent no.1 in connivance with respondent no. 2. On 09.07.2024, respondent No. 1 sent multiple emails, whereby it wrongfully and without any authority cancelled the allotment of Unit Nos. 1615, GF-06, 1405 and GF-08 in Tower No.2 and Flat No. 504 in Tower No.3 and 10% earnest money along

with interest would be deducted on account of alleged non-payment of dues.

14. That on the contrary, respondent No. 1 was liable to pay Rs.4,33,66,601/- towards tax invoices, Rs.4,71,26,700/- plus applicable GST towards running account bills, Rs.69,44,000/- towards buy-back obligations and Rs.1,89,00,000/- plus applicable GST for works executed in Towers Nos.6 &7.

15. That being aggrieved with the acts of the respondents, he (complainant) filed an application dated 23.07.2024 before the Authority for appropriate consideration. The respondents ousted the complainant by forcing him to retire from the Investor/Contractor firm and to settle his dues and as per settlement, he (complainant) was allocated flat No.GF06 and Flat No.1615 in Tower No.2 in ILD Greens Project. Respondent No.1 executed allotment letters and Builder Buyer Agreements in his (complainant) favour. Respondent No.1 received full consideration in respect of the aforesaid units. Despite receiving the Occupancy Certificate for Tower No.2 and sending emails to other allottees for execution of Conveyance Deeds and possession, he (complainant) was excluded from this process. The Authority vide order dated 23.06.2025 allowed the aforesaid application dated 23.07.2024 granting liberty to him (complainant) to approach the Adjudicating

Officer, HRERA. With these submissions, he (complainant) sought damages of Rs.5 Crore for the mental agony, harassment and reputational injury caused by the respondents.

16. Respondent No. 1 contested the complaint by filing written reply. It is averred that it (respondent No.1) had proposed a project namely, "ILD GREENS" situated at Sector-37C, Gurugram. It (respondent No. 1) duly registered Tower Nos. 2, 6, & 7 of the Project with the Haryana Real Estate Regulatory Authority and a Registration Certificate bearing No. 60 of 2017 was issued on 18.08.2017.

17. That it (respondent No.1) faced severe financial constraints and adverse circumstances impacted by force majeure events. Despite facing the severe force majeure circumstances, it (respondent No.1) completed the construction of Tower Nos.6&7 and the Occupation Certificate was obtained on 02.07.2021. However, adverse circumstances affected the completion of the construction of Tower No.2 in the Project. Thus, for the completion of the same, a Resolution Plan dated 09.04.2023 was formulated, where it was finalised that M/s Rapti Timeline Infra (hereinafter referred as "Contractor") shall take the responsibility for the completion of the construction of Tower No.2 and it was decided


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between the parties that Unit bearing Nos. GF-06 & 1615 were allotted to the Contractor.

18. That Unit No. GF-06 was initially allotted to M/s Rapti Timeline Infra Pvt. Ltd. on 20.01.2024, and the same was subsequently transferred to the complainant Mr. Rajeev Gupta on 26.07.2024. Prior to the said transfer, on 25.07.2025, the complainant executed an Undertaking-cum-Indemnity Bond declaring that he had settled all his disputes with the Company. Thereafter, the Conveyance Deed in respect of the said unit was executed on 08.08.2025.

19. That it (respondent No.1) transferred the unit bearing no. 1615 to M/s Time line Construction Pvt. Ltd. The complainant was never a party for the said unit in question. The complainant has sold the unit in question to the other party namely Mr. Garvesh Kumar Sharma with his co-allottee Mrs. Neha Sharma and the same has been mentioned in the e-mail with the respondent dated 29.07.2025. Further in the said mail, it was mentioned by the complainant himself that the unit in question is in the name of M/s Time line Construction Pvt. Ltd. and he has signed the documents on behalf of the company as Director, having been authorized by Board Resolution. Neither any allotment letter was issued in favour of the complainant nor was any agreement for allotment of the said unit

executed with him (complainant). Hence, the complainant cannot claim the status of an allottee on the basis of the aforesaid arrangement.

20. That pursuant to an application made by the Contractor for transfer of the unit bearing No. 06, Ground Floor, Tower-2, the said unit was transferred to the complainant vide endorsement dated 26.07.2024. The Units allotted to the contractor were subsequently cancelled vide cancellation letter dated 09.07.2024, as the Contractor appeared unwilling and disinterested in complying with the terms of the undertaking dated 06.02.2024 executed by it. That after termination of the allotment of the unit of the respondent, the respondent has been left with no right, title, interest, charge or lien over the unit.

21. That after receiving consent from 2/3rd allottees, the Resolution Plan was submitted to the Authority and the same was passed by the Authority and a timeline was laid down for the completion of the construction of Tower No.2 of the Project. The construction of the Project was completed within the decided timeline and Occupation Certificate dated 28.02.2025 for Tower -2 was duly granted.

22. That the complainant stands in the position of a promoter and not an allottee and as per agreement between the

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parties, the complainant was responsible for the construction of the project and thus cannot seek compensation from the respondents. The present complaint arises from the order dated 25.07.2023 in suo-motu, complaint bearing No.6046 of 2019. Subsequent to the suo-motu proceedings initiated by the Authority, a complaint bearing No.493 of 2022 was filed by respondent No.1. i.e. ILD Green Flat Buyer Association seeking direction for the project to be handed over to a third-party for completion of construction.

23. That vide order dated 25.07.2023, the Authority disposed of both the complaints, whereby Resolution Plan for completion of construction of Tower-2 was passed. The units were cancelled due to the complainant's own fault.

24. Denying all of the averments in the complaint, the respondent no. 1 has prayed to dismiss the complaint.

25. Both of parties filed affidavits in evidence, reaffirming their case. I have heard learned counsels appearing for both of parties and perused the record.

26. At the outset, it is contended by learned counsel for respondent no. 1 that present complaint is not maintainable before this forum (AO). Present is not a dispute between a buyer and the promoter. The complainant according to his own admission infused money in M/s. Rapti Timeline Infra (India) in a resolution plan

agreed before the Real Estate Regulatory Authority, Gurugram. Said M/s. Rapti Timeline Infra (India) had agreed to complete construction of Tower-2. According to learned counsel, the complainant was none but director of M/s. Rapti Timeline Infra (India) and he can better be termed as a promoter instead of a buyer. No amount of sale consideration was ever paid by him and hence, there was no relationship of allottee or promoter between him (complainant) and his client i.e. respondent no. 1.

27. Admittedly, due to suo ^{motu} cognizance having been taken by the Authority as well as a complaint lodged by the Resident Welfare Association of project ILD Greens being developed by respondent no. 1, a resolution plan came into force to complete Tower-2 of said project. As described by the complainant, the resolution plan was duly approved by the Authority. According to ^{which,} it M/s. Rapti Timeline Infra (India) was required to invest a sum of Rs.10 crores in completion of Tower-2. Respondent no. 2 was another partner in the firm. Complainant claims to have infused entire capital required for the work which enabled M/s. Rapti Timeline Infra (India) to execute said work order. From all this, it is evident that the complainant was an investor and a contractor. The complainant also addressed himself as investor/contractor in the complaint.


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28. On the other hand, it is contended by learned counsel for complainant that when units were allotted in favour of his client, all this made him an allottee even if same were in lieu of money invested by him.

29. Section 31 of Act of 2016 provides procedure to file complaint with the Authority or the Adjudicating Officer. According to Sub-section 1, any aggrieved person may file a complaint with the Authority or the adjudicating officer for any violation or contravention of this Act or the rules and regulations made thereunder. As contended by learned counsel for complainant, present complaint has been filed by the complainant alleging contravention of provision of resolution plan allegedly entered among both of respondents as well as M/s. Rapti Timeline Infra (India), in which he (complainant) allegedly infused money to complete the work. Learned counsel for complainant could not point out any provision of this act, rules or regulations allegedly violated or contravened by the respondents. If the respondents have violated terms of any contract i.e. resolution plan, complainant would have remedy anywhere else but not to approach this forum seeking compensation.

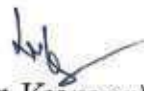
30. Even otherwise, according to Section 71, the adjudicating officer is appointed for the purpose of adjudging

compensation under sections 12, 14, 18 and 19 of the Act. At the cost of repetition, the complainant claims to have filed this complaint as the respondents have violated terms of resolution plan i.e. a contract among those parties and it is not clarified by the complainant as how acts of respondents amounted violation of any provision of sections 12, 14, 18 or 19 of the Act of 2016.

31. On the basis of above discussion, I agree with respondent no. 1 claiming that present complaint is not maintainable before this forum. Same is thus dismissed.

32. File be consigned to the record room.

Announced in open court today i.e. on **07.08.2026**.


(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory
Authority, Gurugram.

Rajiv Gupta Vs. M/s ILD Millennium Pvt. Ltd. & Anr.

Present: Mr. Raghav Bimal, Advocate for complainant.
Ms. Himani, Advocate for respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
07.08.2026