

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

Complaint No. : 3622-2024

Date of Decision: 03.09.2026

1. Nirmal Gupta

2. Garish Kumar,

both residents of L1.504, The Views Emmar, Sector-105, Mohali, Punjab.

.....Complainants

Versus

1. JMD Limited, registered office at 6, Devika Tower, UGF, Nehru Place, New Delhi-110019.

2. Evergreen Maintenance Services LLP, Flat No.2, Ground Floor, 6, Devika Tower, Nehru Place, Delhi, India-110019.

.....Respondents

APPEARANCE

For Complainants:

Ms. Himani, Advocate

For Respondents:

Mr. Venket Rao, Advocate.

ORDER

This is a complaint filed by Ms. Nirmal Gupta & Garish Kumar (allottees), under section 31 of The Real Estate (Regulation and

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Development), Act 2016 (in brief Act of 2016) against JMD Ltd. & Evergreen Maintenance Services LLP (promoters).

2. Briefly stated, according to complainants, they booked a commercial space in the project "JMD Empire" situated at Sector-62, Gurugram, being developed by the respondent No.1. They (complainants) were allotted commercial space bearing No.FF-140 admeasuring 461 sq. ft. vide allotment letter dated 01.02.2010. A Commercial Premises Buyer's Agreement between the parties was executed on 08.05.2010. Respondent No.2 was appointed by the respondent No.1 for the maintenance of the project. Respondent No.1 was to offer the physical possession of the unit within three years from the date of sanction of building plan.

3. That they (complainants) had paid Rs.8,71,290/- before the execution of the agreement to the respondent No.1 i.e. 30% of the total sale consideration of Rs.28,54,817/-. Flat Buyer Agreement was executed on 27.06.2012. Respondent No.1 offered the possession of the unit on 31.10.2017 i.e. after a delay of four years. Conveyance deed was executed on 12.01.2023.

4. That being aggrieved by the malafide conduct of the respondent no.1, they (complainants) filed a complaint before the Authority and the

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Authority vide its order dated 27.08.2019 passed order in their favour. They were allowed delayed possession interest and respondent no. 1 was directed to handover possession of the unit within a period of one month. However, the respondent No.1 handed over unit to them (complainants) on 26.06.2023 i.e. after a delay of almost five years from the date of passing of the order of the Authority dated 27.08.2019. Respondent No.2 had been demanding maintenance charges from them (complainants) from 2018 itself.

5. Citing facts as mentioned above, the complainants have prayed for following reliefs: -

- i. to direct the respondent No. 1 to give compensation to the complainants to the tune of Rs.5,00,000/- for taking undue advantage of its dominant position executing one-sided and arbitrary agreement causing harassment and financial distress to the complainants;
- ii. to direct the respondent No. 1 to give compensation at the rate MCLR +2% per month on Rs. 8,71,290/- i.e. amount taken by the respondent No. 1 before executing the agreement using their dominant position causing financial distress to the complainants by keeping the money without executing the Agreement;
- iii. to direct the respondent No. 1 to give compensation at the rate MCLR +2% per month on Rs. 28,36,349/- i.e. total amount paid to the respondent No. 1 for harassment and financial distress faced by the complainants by delay of each year in construction and offer of possession of the unit;

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- iv. to direct the respondent No. 1 to give compensation to the complainants at the rate MCLR +2% per month on Rs.28,36,349/- for harassment faced by the complainants by delay of each year execution of the Conveyance Deed from the date of receipt of Occupation Certificate till the date of execution of Conveyance Deed;
- v. to direct the respondent No. 1 to give compensation to the complainants to the tune of Rs. 1,00,000/- for malafidely showing lesser transaction value in the Conveyance Deed than the total amount paid to the respondent No.1 leading to deficiency in service of the respondent no. 1;
- vi. to direct the respondent No. 1 to give compensation to the complainants to the tune of Rs.10,00,000/- for unfair trade practice of delay in handing over the possession to the Complainant;
- vii. to direct the respondents to give compensation to the complainants at the rate MCLR +2% per month on Rs.2,93,760/- i.e. the illegal demand of maintenance raised by respondents from the months of June 2018 till June 2023 i.e. for 60 months without physical possession of the unit;
- viii. to direct the respondents to give compensation to the complainants at the rate MCLR +2% per month on Rs.1,76,206/- i.e. the amount paid by the complainants towards the illegal maintenance charges raised by respondents from the months of June 2018 till Feb 2021 i.e. for 32 months without physical possession of the unit;
- ix. to direct the respondents to give compensation to the complainants to the tune of Rs. 10,00,000/- for deficiencies in the unit of the complainants and in up-keep of the project;
- x. to direct the respondent No. 1 to give compensation to the complainants to the tune of Rs. 52,90,000/- for loss of profit


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calculated at the rate Rs. 46,000/- for 400 sq. ft. (the size of the unit of the complainants) per month from the due date of possession i.e. 08.11.2013 till the date of handing over of possession dated 26.06.2023 i.e. for 115 months;

- xi. to direct the respondents to give compensation to the complainants to the tune of Rs.10,00,000/- for deficiency on service and unfair trade practices by the respondents;
- xii. to direct the respondents to give compensation to the complainants to the tune of Rs.10,00,000/- for harassment, mental agony and distress; and
- xiii. to direct the respondents to give compensation to the complainants to the tune of Rs.1,60,000/- towards litigation expenses.

6. The respondent No.1 contested claim of complainants by filing a written reply. It is averred that it (respondent No.1) offered the possession of the subject unit to the complainant vide offer of possession letter dated 31.10.2017. However, rather than taking possession of the subject unit, they filed a complaint before the Authority and under the garb of litigation did not come forward to take possession of the subject unit. Despite receiving multiple requests from it (respondent no.1), the complainants took the possession of the unit and executed the conveyance deed on 23.01.2023.

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7. That more than 10 years 8 months and 17 days have elapsed from due date of possession and 7 years 4 months and 22 days from the offer of possession, therefore, present complaint is not maintainable.
8. Stating all this, the respondent no. 1 prayed for dismissal of complaint.
9. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.
10. The facts of allotment of unit i.e. commercial space bearing No. FF-140 admeasuring 461 sq. ft., by the respondent no. 1 in its project "JMD Empire" situated at Sector-62, Gurugram, for a total sale consideration of Rs.28,54,817/-, execution of Flat Buyer's Agreement on 27.06.2012, after payment of sale consideration, respondent no. 1 handed over possession of subject unit and that conveyance deed was also executed on 12.01.2023, as alleged by the complainants, are not in dispute. Admittedly, complainants approached Authority by filing a complaint no. 833 of 2019 against M/s JMD Limited (respondent no. 1 in this case), which was allowed by the Authority vide order dated 27.08.2019. The Authority directed said respondent to pay delay possession charges at prescribed rate of interest i.e. 10.45% per annum w.e.f. 08.11.2013 to 31.10.2017 and again, said respondent was

directed to hand over possession of subject unit within a period of one month.

11. The respondent no. 2 is stated to be a Maintenance Agency, appointed by respondent no. 1. It is averred by the complainants that respondent no. 2 has been demanding maintenance charges from them, since 2018 itself, however the possession was handed over to them (complainants) by respondent no. 1 on 26.06.2023. According to them (complainants), respondents have raised this demand illegally from June, 2018 till June, 2023 i.e. 60 months before hand over possession of subject unit. The complainants have put on file copy of a demand letter as Annexure C8 which verifies levy of maintenance charges since 05.06.2018. Issue of such demand letter is not disputed on behalf of respondents. According to learned counsel for complainants, respondent no. 1 refused to hand over possession of subject unit, unless maintenance charges are paid. In my opinion, respondents could not have claimed maintenance charges till the possession was handed over or at-least valid offer of possession was given to the complainants. It is not denied that respondent no. 2 was hired by the respondent no. 1. In this way, the latter i.e. respondent no. 2 is none but an agency of respondent no. 1.


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12. The respondents are directed to repay amount of maintenance collected from the complainants, before the date of handing over of the possession along with interest at rate 11% per annum from the day of collection, till realization of amount, as compensation.
13. The claims of complainants for compensation in the name of taking undue advantage by the respondent for their dominant position, compensation for financial distress, faced by them (complainants) due to delay in construction and offer of the possession, compensation for harassment for each year in execution of conveyance deed, compensation in the name of malafide showing lesser transaction value in conveyance deed, compensation for unfair trade practice of delay in handing over possession, are not maintainable before this forum. Even if the complainants have any grievance in this regard, same may exhaust their remedy anywhere-else.
14. Although, complainants have sought compensation for deficiencies in the unit but same failed to prove any such deficiency. No reason to allow any compensation in this regard.
15. The complainants have sought compensation of Rs.10,00,000/- for harassment, mental agony and distress. Apparently when respondent


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no. 1 (promoter) refused to hand over possession of subject unit unless maintenance charges before handing over possession are paid by them, all this caused mental harassment and physical agony to the complainants. The latter are allowed a sum of Rs. One lakh, as compensation in this regard.

16. The complainants further sought compensation of Rs.1,60,000/- towards litigation expenses. No court fee is required to be paid to the Authority while filing a such complaint. Even then, it is apparent that complainants were represented by a lawyer during proceedings of this case, same are allowed a sum of Rs.50,000/- as litigation cost.

17. The complainants are not found entitled for any other compensation as claimed by them.

18. The complaint is thus disposed of accordingly. File be consigned to the record room.

Announced in open court today i.e. **on 03.09.2026.**


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

Present: Ms. Himani, Advocate, for complainants.
Mr. Venket Rao, Advocate, for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
03.09.2026