

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

Complaint No. 4616-2023

Date of Decision: 15.09.2026

Ankush Mehra S/o Sh. S. N. Mehra and Ritu Mehra W/o Sh. Ankush Mehra, both R/o Palm Drive by Emaar MGF, M-1403, Golf Course Extension Road, OPP. Vatika City, Sector-66, Gurgaon-122001, Haryana.

.....Complainants

Versus

M/s Emaar India Limited At: Emaar MGF Business Park, 2nd Floor, Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector-28, Gurgaon, HR-122002.

.....Respondent

APPEARANCE

For Complainants:

Mr. Geetansh Nagpal, Advocate.

For Respondent:

Mr. Harshit Batra, Advocate.

ORDER

1. This is a complaint filed by Mr. Ankush Mehra and Ms. Ritu Mehra (allottees) under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against Emaar India Ltd. (promoter).

2. Briefly stated, according to complainants, on 24.09.2007 the original allottees Mr. Anil Mahajan and Mr. Ajay


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Bharti were caught in the web of false promises of the agents of the respondent and paid an initial amount (Booking Amount) of Rs.10,00,000/-. The original allottees and the respondent executed a Builder Buyer Agreement (BBA) dated 12.02.2008. As per clause 14 of BBA, the due date of delivery for possession of the unit was to be handed over by December 2010.

3. That the respondent issued an Allotment Letter dated 16.01.2009 in the name of original allottees and allotted the unit no. M-1403, 14th Floor, Tower M, admeasuring 2125 sq. ft. in the residential project called 'Premier Terraces at The Palm Drive' Sector-66, Gurugram, Haryana. Furthermore, one of the original allottees Mr. Ajay Bharti was singularly allotted the unit in his favour and the respondent deleted the name of another allottee vide letter dated 06.03.2009.

4. That original allottee Mr. Ajay Bharti executed an agreement to sell dated 29.10.2014 in favour of the complainants and transferred their ownership rights to them (complainants). The respondent vide letter of intimation of possession dated 28.04.2015 offered the possession of the changed unit no. TPD M-F14-1403 to the complainants but raised such offer of possession with various invalid and illegal demands.

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5. That the complainants paid a total amount of Rs.1,04,57,086/- to the respondent for a total sale consideration of Rs.1,07,36,675/- as per the statement of account dated 06.05.2015. The complainants and the respondent got executed the Conveyance Deed dated 31.03.2016 of the above said unit in the project of the respondent.

6. That the respondent after many failures of itself has malafidely caused loss to the complainants because of which complainants have suffered mental harassments and agonies, direct and indirect financial losses detailed in annexures, loss of opportunities etc. The respondent has delayed in delivering the unit in its project.

7. Contending all this, complainants have sought following compensations/reliefs: -

i). To direct the respondent to pay compensation of Rs.10,00,000/- on account of mental and physical agony, mental harassment and illness;

ii). To direct the respondent to pay compensation of Rs.1,00,000/- on account of litigation cost;

iii) To direct the respondent no. 1 to pay the said amounts along with due reciprocal and agreed compound interests from the date of this order till realisation of amount;

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iv). To pass any other relief/direction as may deems fit and proper in the facts and circumstances of the present complaint.

8. The respondent contested claim of complainants by filing a written reply. It is averred that the instant complaint is untenable both in facts and law. It is a matter of fact and record that there is no delay on part of the complainants and no loss has been suffered to the complainants. At the time when the complainant bought the unit, the construction of the unit was completed and it was only after 4 months of the nomination of the complainants that the occupation certificate was also attained. The complainants were already aware of all the facts and the delays in the project, if any, prior to the nomination of the complainants.

9. That the complainants were nominated the unit on 10.12.2014 and in 5 months were offered possession on 28.04.2015. There is no delay on the part of the respondent and no liability of any manner. Thereafter, the complainants took possession of the Unit on 18.07.2015 and consequently the conveyance deed was executed on 31.03.2016.

10. That a complaint no. 7162 of 2022 raising the same allegations is pending before the Authority and till the pendency of the same, the present matter cannot be continued. The present

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complaint is barred by limitation. The contractual relationship between the parties was concluded before the implementation of the Act and hence the Act does not apply to the present case- Act has retroactive effect not retrospective. No compensation can be claimed by an allottee who intends to stay in the project and only delay possession charges can be claimed under the Act of 2016.

11. Denying all this, respondent prayed for dismissal of complaint.

12. 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.

13. It is contended by learned counsel for respondent that present complaint is not maintainable having been barred by limitation. The complainants approached the Authority by filing a complaint bearing no. 7162 of 2022 and the Authority dismissed said complaint observing that it was highly time barred.

14. There is no denial that present complainants approached the Authority by filing aforesaid complaint which was decided vide order on 18.02.2025. Copy of such an order is on record. At the same time, learned counsel for the complainants contends that law of limitation does not apply for filing a complaint


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before the Authority or before the Adjudicating Officer. He relies upon an order dated 02.07.2026 passed by the Haryana Real Estate Appellate Tribunal in Appeal No.946 of 2024 titled "Emaar India Limited vs. Poonam Goel & Anr." The Hon'ble Tribunal decided 34 appeals by a single order, where same issue i.e. preliminary issue of limitation was raised. The Hon'ble Tribunal rejected objection of limitation saying that it was devoid of any merit. The Hon'ble Tribunal observed as: -

"A perusal of the scheme of the Act reveals that while the legislature has specifically prescribed period of limitation for filing appeals under Section 44 and for other specified proceedings, no period of limitation has been prescribed for filing a complaint before the Authority under Section 31 of the Act. It is settled principle of statutory interpretation that where the legislature has consciously provided limitation in certain provisions and omitted the same in others, such omission cannot be supplied by judicial interpretation. Consequently, no limitation period can be imported into Section 31 of the Act by implication".

15. Considering the findings given by the Hon'ble Tribunal, in my opinion, present complaint was not barred by limitation. Despite all this, it is not plea of the complainants even that same filed any appeal etc. against the above referred order of the Authority through which the complaint filed by same was


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dismissed on the ground of limitation. In this way, the aforesaid order of the Authority has become final.

16. Rule 29(1)(a) of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in brief "Rules of 2017") provides that any aggrieved person may file an application/complaint with the Adjudicating Officer for adjudging quantum of compensation as provided under Sections 12,14,18 & 19 **where violation by the promoter has been established by the Authority** in an inquiry under Section 35, in Form 'CAO' or in such form as specified in the regulations..... As detailed above, though the complaint was filed by the complainants before the Authority, but the Authority in spite of holding violation by the promoter, dismissed ~~the~~ said complaint. In such circumstance, this forum (AO) cannot grant any compensation.

Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court.
today i.e. on 15.09.2026.


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

Ankush Mehra etc. vs. M/s Emaar India Ltd.

Present: Mr. Geetansh Nagpal, Advocate for complainants.
Mr. Harshit Batra, Advocate for respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
15.09.2026