BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**5773 of 2025**
Date of complaint:	**24.11.2025**
Date of order:	**18.09.2026**

Sanjay Grover
R/o: - Seat No. 17 Holl No. 08,
Distt. Court Village Gadoli Khurd,
Sector-37, Gurugram

Complainant

Versus

Imperia Wishfield Private Limited
Regd. Office at: A-25 Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi-110044

Respondent

CORAM:
Sh. Arun Kumar

Chairman

APPEARANCE:
Sh. Pankaj Kumar Yadav (Advocate) — Complainant
Sh. Priya Sharma (Advocate) — Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees 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 as provided under the provision of the Act

or the Rules and regulations made there under or to the allottee 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 of the project	Imperia Shopping Central
2.	Project area	2.825 acres
3.	Nature of the project	Commercial colony
4.	RERA Registered or not	Registered Vide no. 62 of 2022 dated 11.07.2022
5.	DTCP License no.	117 of 2021
6.	Buyer's agreement	Not observed on record.
7.	Unit no.	SCO- B-6 (As per pg no. 18 of the complaint)
8.	Unit area admeasuring	143.5 sq. yd. (As per pg. no. 18 of the complaint)
9.	Date of MoU	Not observed on record.
10.	Total basic Sale consideration	Not observed on record
11.	Amount paid by the complainant	Rs. 17,93,750/- (As per pg. no. 06 *of the complaint*)
12.	Completion certificate	17.09.2024 (As per RERA website)
13.	Offer of possession	Not observed on record

B. Facts of the complaint

3. The complainant has made the following submissions: -

I. That the complainant, Mr. Sanjay Grover, are peace loving and law abiding citizens of India, who nurtured hitherto an un-realized dream of having their own house in the upcoming society with all facilities and standards, situated around serene and peaceful environment.

II. The grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondents, M/s Imperia Structures Ltd. in regard to SCO Plot No. B-6, Sector 37C, Gurugram, booked by the complainant on dated 20th March, 2022, paying their hard earned money, in the project called "Imperia Shopping Central" in Sector-37C at Gurugram Haryana.

III. That the complainant paid, as and when demanded by the respondents company, a total of Rs. 17,93,750/- for the said SCO on 20th March 2022. The respondent has failed to offer possession to the complainant and the common area facilities and amenities have still not been developed. Hence, the present complaint is filed, seeking refund of their deposited amount with prescribed rate of interest as per Real Estate (Regulation and Development) Act, 2016.

C. Relief sought by the complainant:

4. The complainant has sought following reliefs:

   a. Direct the respondent to return/refund full amount deposited by the complainant amounting Rs. 17,93,750/- along with interest from the date of receipts at the rate prescribed by the Act, 2016.

   b. Direct the respondent to pay legal expenses of Rs. 1,00,000/- incurred by the complainant.

5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed

in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

6. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents as well as submissions made by the parties.

D. Reply by the respondent

7. The respondent has contested the complaint vide its reply dated 05.03.2026 on following grounds: -

   i. That the present complaint has been filed by the complainant in relation to an alleged booking of a commercial shop/unit in the housing complex society, purportedly vide application dated 20.03.2022 for an SCO Plot in the project namely Imperia Shopping Central. However, it is respectfully submitted that no booking form, application form, allotment letter, or any other documentary proof evidencing such booking has been annexed along with the complaint. The complainant has failed to place on record any document to substantiate that any valid booking was ever made with the respondent company.

   ii. That the only document annexed is a blank and unsigned piece of paper, which bears no signature or acknowledgment of the respondent company. The said document has no evidentiary value and cannot be construed as a binding agreement or commitment between the parties. In the absence of any duly executed booking form, acknowledgment, or agreement, there exists no privity of contract between the complainant and the respondent company.

Accordingly, the present complaint is devoid of merit and is liable to be dismissed.

iii. That it is further pertinent to submit that the cheque annexed by the complainant has been issued in the name of Imperia Structures Limited. However, as per the averments made by the complainant himself, the alleged booking pertains to an SCO unit forming part of the project Imperia Wishfield. It is respectfully submitted that Imperia Wishfield is a distinct project and is not synonymous with Imperia Structures Limited, which is a separate legal entity. The issuance of a cheque in the name of Imperia Structures Limited does not, in any manner, establish any booking or contractual relationship in respect of an SCO unit in the project Imperia Wishfield. The said discrepancy clearly demonstrates the inconsistency in the complainant's own case and further shows that no valid or concluded contract ever came into existence between the complainant and the respondent in respect of the alleged SCO unit. Hence, the present complaint is misconceived and liable to be dismissed.

iv. That it is further submitted that the alleged amount was paid by the complainant in the year 2022. However, thereafter, no follow-up correspondence, email, communication, reminder, or request of any nature was ever addressed to the respondent company in relation to the said payment or the alleged booking. In the absence of any supporting documents, particulars of the unit, or claim made by the complainant, the said amount remained unidentified and was accordingly reflected in the company's suspense account in the ordinary course of business. The complainant remained completely

silent for a period of nearly more than three years and never sought clarification, allotment, confirmation, or refund during this entire period. Having remained dormant and having taken no steps whatsoever to assert any alleged right, the complainant cannot now, after an unexplained and inordinate delay, seek refund of the said amount as a matter of right. The present claim is clearly an afterthought and is liable to be rejected on this ground alone.

v. That further it is pertinent to mention that the complaint at the threshold, on the ground that the same is ex-facie barred by limitation and is therefore liable to be dismissed *in limine*. It is submitted that the present complaint is liable to be dismissed at the very threshold on a distinct and an independent ground i.e., Bar of limitation.

vi. That it is highly pertinent to mention that this Hon'ble Authority has, in a catena of decisions, consistently held that complaints filed after a delay of more than three years from the date of accrual of cause of action are not maintainable. Reliance in this regard is placed on the authoritative judgment in the matter of Neeru Bhatia v. M/s Emaar MGF Land Ltd., complaint No. 6744 of 2022, decided on 04.09.2024 by the Hon'ble HARERA, Gurugram. It is pertinent to submit that in the said case, the complaint had been filed after a delay of more than five years, and the Authority, applying the principles of limitation, dismissed the complaint as being barred by time.

vii. That this Authority has also taken a similar view in the matter of *Ashok Kumar Tiwari v. Imperia Structures Limited*, wherein a complaint seeking refund after an inordinate and unexplained delay was dismissed. Placing reliance upon the said order, it is respectfully

submitted that the instant complaint also deserves to be rejected on the ground of delay and laches.

viii. That no cogent or sufficient explanation has been furnished by the complainant for the inordinate and unexplained delay in approaching this Authority. The alleged payment was made in 2022, yet no action was taken for several years. It is further submitted that during this entire period, the complainant did not issue any follow-up communication, email, notice, or request seeking confirmation, allotment, or refund. The complete absence of correspondence clearly reflects inaction and acquiescence on the part of the complainant. The mere filing of a complaint under the statute does not dispense with compliance with the principles of limitation and laches. In the absence of any sufficient cause for the delay, the present complaint is liable to be dismissed.

ix. That it is respectfully submitted that the question of refund does not arise in the present facts and circumstances. The complainant, after allegedly making the payment in the year 2022, never raised any claim, demand, request for allotment, clarification, or refund for a period of more than three years. No email, notice, reminder, or communication of any nature was ever addressed to the respondent company asserting any right in respect of the said amount. In the absence of any claim and there being no concluded contract, the respondent company cannot now be directed to refund the said amount as a matter of right. The present request for refund, made after prolonged silence and without any prior assertion of claim, is wholly untenable and liable to be rejected.

x. That in view of the aforesaid facts and circumstances, it is respectfully submitted that the present complaint is wholly misconceived, devoid of merit, barred by limitation, and filed without any valid cause of action or privity of contract between the parties. The complainant has failed to place on record any legally admissible document establishing a concluded contract or enforceable right against the respondent company. The complaint is based on inferences, incomplete disclosures, and unexplained delay of several years, and is therefore liable to be dismissed at the threshold.

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 allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(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 allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees 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 promoters, the allottees 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.

F. Maintainability of complaint

12. The Authority observes that the present complaint has been filed by the complainant seeking refund of an amount of Rs.17,93,750/- along with interest, allegedly deposited towards booking of SCO unit bearing No. B-6, admeasuring 143.5 sq. yd., in the project titled "Imperia Shopping Central", being developed by the respondent. As per the particulars available on record, no buyer's agreement has been observed between the parties. Further, neither the date of any memorandum of understanding nor the total basic sale consideration of the alleged unit is ascertainable from the documents placed on record.

13. The complainant has contended that he booked the aforesaid SCO unit on 20.03.2022 and deposited an amount of Rs.17,93,750/- with the respondent company. It is his case that despite receipt of the said amount, the respondent failed to offer possession of the unit and develop the common area facilities and amenities. On the other hand, the respondent has specifically disputed the alleged booking and submitted that no booking form, application form, allotment letter or

any other document evidencing allotment of the subject unit has been placed on record. It has further been contended that only document relied upon by the complainant is a blank and unsigned booking application, which neither bears the signature nor any acknowledgment of the respondent company.

14. Before proceeding to examine the merits of the dispute, it becomes necessary for this Authority to determine whether the complainants fall within the definition of "allottee" under the provisions of the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the Act defines an "allottee" as:

> *"...the person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise, but does not include a person to whom such plot, apartment or building is given on rent."*

15. A plain reading of the above provision makes it clear that the status of an allottee arises where a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, although the complainant has asserted that he booked SCO unit bearing No. B-6, the record does not disclose any allotment letter or duly executed agreement for sale evidencing allotment of the said unit in his favour. Further, no executed memorandum of understanding or any other concluded contractual document specifying the essential terms of the alleged transaction, including the sale consideration and obligations of the respective parties, has been placed on record. In the absence of a defined allotment, the complainants cannot be treated as "allottees" within the meaning of Section 2(d) of the Act.

16. The Authority further observes that the mere assertion of having deposited an amount towards a proposed booking, by itself, cannot establish the status of an allottee unless the material on record demonstrates that the said amount was accepted by the promoter towards allotment, sale or transfer of an identifiable plot, apartment or building. In the present matter, the complainant has not placed on record any duly acknowledged booking application or allotment document establishing that the respondent had accepted his offer and allotted the subject SCO unit in his favour.

17. The Authority also takes note of the respondent's specific contention that the cheque relied upon by the complainant was issued in the name of Imperia Structures Limited, whereas the present complaint has been instituted against Imperia Wishfield Private Limited. The respondent has submitted that the two are distinct legal entities and that the said payment, without any supporting document connecting it with the alleged booking in the project of the respondent, does not establish any contractual relationship between the parties. The complainant has not placed any material on record to establish that the amount allegedly paid to Imperia Structures Limited was received or acknowledged by the present respondent towards allotment of the subject SCO unit.

18. In view of the above stated facts and circumstances, this Authority is of the considered view that the present complaint is not maintainable. Firstly, the complainants do not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, as no specific unit was allotted in his favour. Consequently, the present complaint cannot be entertained under the provisions of the Act.

19. Accordingly, the complaint stands dismissed with liberty to the complainants to avail appropriate remedies in accordance with law before the competent forum.
20. Complaint as well as applications, if any, stands disposed of accordingly.
21. File be consigned to the registry.

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

Dated: 18.09.2026