BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: **759 of 2026**
Date of decision: **18.09.2026**

Ms. Neeru Marwaha, Mr. Karan Marwaha and Mr. Aditya Marwaha
R/o: - 663/1, Pakhowal Road, Gurdev Nagar, Ludhiana, Punjab-141001 — **Complainant**

Versus

M/s Emaar MGF Land Ltd
Regd. Office At: - Emaar Business Park, Sikanderpur Sector- 28, Gurugram, Haryana 122001 — **Respondent 1**

M/s Active Promoters Private Limited
Regd. Office At: - Emaar MGF Land Limited, Emaar MGF Business Park, Mehrauli Road, Sikandarpur Chowk, Sector-28, Gurugram-122002. — **Respondent 2**

M/s Conscient Infrastructure Private Limited
Regd. Office At: - Emaar MGF Business Park, Mehrauli Road, Sikandarpur Chowk, Sector-28, Gurugram-122002 — **Respondent 3**

CORAM:
Shri Arun Kumar — **Chairman**

APPEARANCE:
Shri Lokesh Bhola — **Complainant**
Shri Dhruv Rohatgi — **Respondent**

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 provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit 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	Palm Drive & Palm Terrace Select, Sec-66, Gurugram
2.	Project area	17.429 acres
3.	Nature of the project	Commercial colony
4.	RERA Registered or not	Registered Vide no. 24 of 2020
5.	DTCP License no.	228 of 2007 dated 27.09.2007, 93 of 2008 dated 12.05.2008, 50 of 2010 dated 24.06.2010
6.	Application for allotment of unit	20.03.2008 [on page 24 of reply]
7.	Allotment letter	25.03.2008 [on page 31 of complaint]
8.	Buyer's agreement	15.04.2008- **not executed** (As per pg no. 40 of the complaint)
9.	Unit no.	Residential apartment no. C-202 [on page 31 of complaint]
10.	Unit area admeasuring	3150 sq. ft. (Super Area) (As per pg. no. 31 of the complaint)
11.	Due date of possession	25.03.2011 [3 years from the date of execution of allotment letter as per Fortune Infrastructure V. Trevor D lima judgment]

12.	Total basic Sale consideration	Rs. 1,90,91,130/- (As per pg. no. 96 *of the complaint*)
13.	Amount paid by the complainant	Rs. 27,26,420/- and last payment was made on 09.06.2008 of Rs. 7,26,420/-. **[14.28 % payment made]** (As per receipts annexed on page 25,26,28,29 of the complaint)
14.	Occupation certificate	01.04.2015 [on page 35 of reply]
15.	Offer of possession	Not placed on record.
16.	Reminder	11.06.2008, 04.08.2008, [As per pg. no. 94, 95 of complaint respectively]
17.	Notice	Dated 22.02.2010 :- the respondent urges the complainant through this letter to execute BBA and make the balance payment of Rs. 1,00,03,068/- within 30 days. The allotment shall stand cancelled in case of failure to comply with this notice. [as per page 96 of complaint]

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint: -

I. The complainant nos.1 to 3 are law-abiding citizens of India and Residents of 663/1, Pakhowal Road, Gurdev Nagar, Ludhiana, Punjab-141001.

II. The respondent no.1 is a company incorporated and duly registered under the Companies Act, 1956, having its registered office at: 306-308, Square One, C2, District Centre, Saket New Delhi-110017, and having its corporate office at Emaar Business Park, Sikanderpur, Sector-28, Gurugram, Haryana-122001, engaged in the business of development and sale of real estate projects. The respondent no. 2 is a company incorporated and duly registered under the Companies Act, 1956, having

its registered office at C/o Emaar MGF Land Limited, Emaar MGF Business Park, Mehrauli Road, Sikandarpur Chowk, Sector-28, Gurugram-122002. The respondent no.2 is an associate company of respondent no.1, engaged in the business of developing and selling real estate projects and is involved in the sale of the said project. The respondent no. 3 is a company incorporated and duly registered under the Companies Act, 1956, having its registered office at C/o Emaar MGF Land Limited, Emaar MGF Business Park, Mehrauli Road, Sikandarpur Chowk, Sector-28, Gurugram-122002. The respondent no.3 is also the land owner of some portion of the said project, which is being developed by the respondent no.1. The Haryana Real Estate Regulatory Authority, Gurugram has issued registration certificate bearing no. 24 of 2020 of the said project, dated 10.09.2020, in favour of the respondents.

III. In the year 2008, the respondents approached the complainants, presenting itself as the developers and owners of the said project. The respondents emphasized their well-established reputation to lure the complainants and offered an attractive deal to deliver the said project with unmatched quality within the specified period, promising to execute an apartment-buyer agreement with the complainants.

IV. Believing the false representations of the respondents, the complainants were influenced to book the said unit in the said project on construction linked plan and in view of the same the complainants made an initial payment of Rs.20,00,000/- to respondent no.1 on 26.03.2008 and subsequently on 09.06.2008 made a payment towards instalment of Rs.7,26,420/- totalling to Rs.27,26,420/- against the consideration of the said unit.

V. It is submitted that the complainants received the allotment letter, dated

25.03.2008, in pursuance of the allotment application made by the complainants on 20.03.2008, which mentioned that the apartment buyer agreement would be sent shortly.

VI. It is submitted that subsequently, on 15.04.2008, the complainants received letter enclosing two copies of the apartment buyer agreement with instructions to return the same after the signatures for execution. As per the said agreement, the due date of possession as mentioned by the respondents was stated to be December, 2010. It is submitted that the respondents had sent one sided, arbitrary and biased apartment buyer agreement to the complainants for their signatures, which the complainants had raised their objections.

VII. It is pertinent to mention that the complainants had mentioned aforementioned discrepancies in the said agreement to the respondents for their rectification, which the respondents had promised to do so in order to enable the complainant's to execute the said agreement.

VIII. The complainants state that the respondents had failed to incorporate the changes/ modifications purposed by the complainants in the said agreement, and the respondents has failed to execute the said agreement with the complainant's till date.

IX. The respondents had, without sending the modified/ corrected copy of the said agreement, raised frivolous demands towards the payment of consideration amount of the said unit. Moreover, when the complainants went to see the progress of the said project, to their shock and surprise, there were no construction being progressed at the said project site.

X. It is submitted that the complainants had raised aforesaid issues with the respondents by visiting their official addresses as well as though tele-communications, however, the same were not adhered to and ignored by

the respondents.

XI. To the utter shock and surprise of the complainants, the respondents without resolving the issues raised by the complainants, raised various demand notices towards payment of the said unit, which were objected to by the complainants and the complainants once again requested to send corrected copy of the said agreement duly incorporating the suggestions and modifications, as aforesaid, recommended by the complainants, however, the respondents failed to do so.

XII. Subsequent to the payment made by the complainants, the respondents issued a letter, dated 11.06.2008, demanding payment on the occasion of commencement of construction on the said project site. It is pertinent to mention that the complainants after receipt of the abovementioned demand letter had visited the office of the respondents in order to again request the respondents to correct the said agreement. The respondents had assured the complainants that till the time the corrected agreement is shared with the complainants, the complainants can withhold the payment demanded by the respondents, however to the disappointment of the complainants, the respondents failed to share the same.

XIII. The respondents issued another letter, dated 04.08.2008, demanding payment of dues to be paid towards the consideration of the said unit. in pursuance of the same, the complainants visited the said project site but to the disappointment of the complainants there was no construction being progressed at the site. The complainants raised the said issue with the respondents regarding their being no construction being commenced despite demands being made as per the schedule of payment, but again the respondents failed to address the grievances of the complainants and to execute the said agreement with amendment/modifications.

XIV. It is submitted that to the shock and surprise of the complainants, the respondents, had vide letter, dated 22.02.2010, sent a notice in complete ignorance of the requests made the by the complainants regarding amendment/modification in the said agreement, and demanded further payment within 30 days of the notice in violation of which the allotment shall stand terminated.

XV. That the complainants made all possible endeavours in order for the respondents to make amendment/modifications to the said agreement but the respondents failed to respond to the said request and kept sending demand notices to the complainants without even executing the apartment buyer agreement with the complainants.

XVI. It is pertinent to mention here that the conduct of the respondents clearly shows that respondents were only interested in receiving the part amount from the complainants unlawfully. The respondents in most dishonest and illegal manner have extracted huge monies from the complainants and failed to resolve the grievance of the complainants and even execute apartment buyer agreement till date.

XVII. It is submitted that the respondents had even failed to complete the construction within the due date stipulated in the said agreement of December 2010. It is also pertinent to note that as per respondents, the respondents had obtained the occupation certificate of the said project on 08.08.2019. The said fact of non-completion of construction of the said project by the respondents is evident from the fact that the respondents could not obtain the occupation certificate of the said project before August 2019.

XVIII. The unlawful conduct of the respondents has caused breach of trust and has adversely affected financial situation of the complainants and having

left with no alternative, the complainants are constrained to withdraw from the said project. In view of the same, the complainants are seeking refund of the amounts paid to the respondents to the tune of Rs.27,26,420/- alongwith interest @ 18% per annum due to the unlawful conduct by the respondents.

XIX. It is pertinent to mention here that the respondents have been jointly enjoying the amounts paid to respondents to the tune of Rs.27,26,420/- against the said unit for considerable period of time.

XX. It is apposite to mention here that the conduct and misdeeds of the respondents make it crystal clear that the respondents were having malafide intentions since inception and have allured the complainants to book the said unit in the said project thereby receiving a handsome amount from the complainants. The complete ignorance of the repeated request for amendment/modification in the said agreement by the respondents clearly depicts unfair trade practices adopted by the respondents.

C. Relief sought by the complainant: -

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

   I. Direct the respondent to jointly and severally, refund the paid up amount of Rs.27,26,420/- along with interest @18% per annum from the respective dates of payment till its realization.

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.

D. Reply by the respondent

6. The respondent is contesting the complaint on the following grounds:

a) That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. The occupation certificate in respect of the apartment in question was issued as far back as on 28.12.2012 i.e well before the Act and notification of the Haryana Real Estate Regulation and Development Rules 2017. Thus, the provisions of the Act and the Rules are not applicable to the unit in question and consequently, 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.

b) That the complainants are estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. The lack of bonafide of the complainants is apparent from the fact that the respondent had cancelled the allotment of the complainants way back in 2010-11 itself due to non-payment of their instalments. Thus, the complainants are now estopped from raising frivolous pleas, which are apparently an attempt to somehow wriggle out of their obligations and to recoup the forfeited amounts, by way of filing the present complaint. The present complaint is liable to be dismissed outrightly.

c) That the instant complaint is barred by limitation. It is also pertinent to mention that the complainants filed the complaint before HRERA, Gurugram on 16.02.2026, i.e. after a lapse of 16 years from the cancellation. The complaint is admittedly belated and barred by limitation period of 3 years.

d) That in fact, the records of the said transaction relate back to 2008-2010 and since, the allotment was cancelled and nothing further remained, the records dating back to 16 years are no longer available with the respondent

company. It is submitted that without prejudice to the rights and contentions of the respondent, the complainants cannot be entertained in the present complaint, when they have themselves remained dormant for 16 years. In fact, even as per Section 128(5) of the Companies Act, 2013, a Private Limited Company is only required to keep is records for a period of eight financial years immediately preceding the current financial year. The present complaint pertains to more than 16 years and the records are also no longer available with the respondent company. Entertaining the present complaint at this stage shall gravely prejudice the respondent company.

e) That the present complaint is not maintainable before this Authority. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the project in question. The occupation certificate in respect of the said project in question was received on 01.04.2015 i.e. before the notification of the Haryana Real Estate Regulation and Development Rules 2017 (hereinafter referred to as the 'Rules'). It is pertinent to state that the project in question is outside the purview of this Hon'ble authority. Since the respondent has received its occupation certificate before the enactment of the RERA Rules, 2017, it does not fall within the definition of an 'ongoing project' as defined under Rule 2(o) of the RERA Rules, 2017.

f) Thus, in view of the above rules, specifically enforced by the State of Haryana, a project, where the development is complete and occupation certificate has been granted before publication of these rules, shall not be considered as an ongoing project and hence, are outside the ambit of RERA. In the case in hand, the project already stands completed in all respects and hence, RERA is not applicable to the project. Thus, the attempt of the complainant to cleverly, mischievously and cunningly mislead the

Authority should be dealt with sternly and the complaint deserves to be dismissed.

g) That thereafter the complainants vide an application form, applied to the respondent for provisional allotment of a unit in the project. The complainants, in pursuance of the aforesaid application form, were allotted an independent unit bearing no C-202, in the project vide provisional allotment letter dated 25.03.2008. It is specifically informed that the respondent is no longer having any records of the present complainants and hence, is bonafidely relying on the documents filed by the complainants. However, the rights and contentions of the respondent, qua the forged or fabricated documents, stands reserved.

h) That thereafter, a draft buyer's agreement was shared with the complainants, which the complainants failed to execute. In fact, the complainants never even raised any objection to any of the terms or conditions of the buyer's agreement, as is now being claimed by them in the present complaint. It is pertinent to note that the complainants have even failed to place on record any single communication, suggesting that any objection or grievance was ever raised by them on the terms and conditions of the buyer's agreement. Thus, the allegations raised herein are an afterthought and not genuine.

i) That it is pertinent to mention that the complainants were irregular in payment of instalments. The respondent was constrained to issue reminders and letters to them requesting them to make payment of demanded amounts. Payment request letters, reminders and notice etc., are annexed with the complainant, which were sent to the complainants by the respondent clearly mentioning the amount that was outstanding and the due date for remittance of the respective amounts as per the schedule of

payments, requesting the complainants to timely discharge their outstanding financial liability but to no avail.

j) That it is submitted that even after sending the payment requests letters to the complainants, the complainants gave no heed to the said letters. The complainants consciously and maliciously chose to ignore the letters issued by the respondent and flouted in making timely payments of the instalments which was an essential, crucial and an indispensable requirement under the buyer's agreement. Furthermore, when the proposed allottees, such as the complainants, default in their payments as per schedule agreed upon, the failure has a cascading effect on the operations and the cost for proper execution of the project increases exponentially and further causes enormous business losses to the respondent. The complainants chose to ignore all these aspects and wilfully defaulted in making timely payments.

k) That owing to the continuing default of the complainants, the respondent was constrained to cancel the allotment of the complainants and forfeit the amounts. In fact, it is relevant to note that the complainants had, as per their own version, paid only an amount of Rs. 27,26,420/-, for a unit, which had a total sale consideration of Rs. 1,90,91,130/-, as mentioned in the draft buyer's agreement and the break-up given in the application form which was signed by the complainants at the time of booking.

l) That the complainants, it is evident that on 11.06.2008, a demand of Rs. 36,35,226./-, was raised on the complainants, however, the same remained unpaid, for which the respondent sent a reminder dated 04.08.2008, as has been filed by the complainants. When the default remained continuous, the respondent issued a notice dated 22.02.2010, filed by the complainants, and since no payments came forth, the allotment made to the complainants

stood cancelled without giving any further notice after expiry of 30 days of the issuance of the final notice dated 22.02.2010. It is thus clear, that the complainants, remained in default of their payments from 11.06.2008 for a period over 2 years and hence, there is no wrong and the action taken by the respondent, in cancelling the allotment. A reference to the notice dated 22.02.2010, clearly records that the respondent had several correspondences dated 25.03.2008, 16.02.2009, 27.07.2009, 14.09.2009, 05.11.2009 and 19.12.2009, prior to issuing the notice dated 22.02.2010, which all correspondences have intentionally concealed and not filed by the complainants.

m) That it is relevant to submit that the reminder dated 04.08.2008, filed by the complainants, also clearly records that the complainants will be liable to delay payment interest of 15% p.a. after due date and hence, the respondent was legally and validly entitled to forfeit the entire amount of Rs. 27,26,420/-, paid by the complainants.

n) That the complainants have not only failed to make the due payments, but also has failed to execute the buyer's agreement, which admittedly had already been shared by the respondent to the complainants. It is the complainants, who have clearly and evidently, failed to comply with their reciprocal obligations. Thus, there is no equity in favour of the complainants and the present complaint deserves to be dismissed.

o) That it is further submitted that despite there being a number of defaulters in the project, the respondent itself infused funds into the project and has diligently developed the project in question. the respondent had applied for occupation certificate which was thereafter issued by the concerned statutory authority in favour of the respondent on 01.04.2015.

p) That, without admitting or acknowledging the truth or legality of the allegations advanced by the complainants and without prejudice to the contentions of the respondent, it is respectfully submitted that the provisions of the Act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. It is further submitted that merely because the Act applies to ongoing projects which are registered with the authority, the Act cannot be said to be operating retrospectively.

q) That the construction of the project/allotted unit in question already stands completed and the respondent has already executed the conveyance deed of the unit in question, in favour of the subsequent allottee.

r) The complainants have preferred the instant complaint in complete contravention of their earlier representations and documents executed by them. The complainants have filed the instant false and frivolous complaint in order to mount undue pressure upon respondent in order to make it succumb to their unjust and illegitimate demands.

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 on the basis of 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 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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement

passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** *and reiterated in case of* ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainant

F.I Direct the respondent to jointly and severally, refund the paid up amount of Rs.27,26,420/- along with interest @18% per annum from the respective dates of payment till its realization.

14. The complainants have sought refund of the amount of Rs.27,26,420/- paid towards the booking of residential apartment bearing no. C-202, along with interest at the rate of 18% per annum from the respective dates of payment till its actual realization. The complainants have pleaded that they

had applied for allotment of the aforesaid apartment on 20.03.2008 and were issued an allotment letter dated 25.03.2008. Although a draft apartment buyer's agreement was subsequently forwarded to them on 15.04.2008, the same was not executed between the parties on account of certain alleged objections raised by the complainants. It is stated that despite repeated requests for incorporation of the proposed modifications, the respondents continued to raise payment demands and ultimately issued a notice dated 22.02.2010, calling upon them to clear the outstanding amount, failing which the allotment would stand cancelled. The complainants have alleged that the respondents failed to fulfil their obligations and have accordingly sought refund of the amount paid by them.

15. The respondents have contested the maintainability of the complaint, inter alia, on the ground that the project had already been completed and the occupation certificate dated 01.04.2015 has been obtained prior to the commencement of the Haryana RERA Rules, 2017. It has further been submitted that the complainants had defaulted in making the instalment payments despite repeated reminders and that the allotment was consequently cancelled in the year 2010. The respondents have also contended that the present complaint, having been instituted after a considerable lapse of time, is barred by limitation. Thus, before examining the rival submissions on merits or the entitlement of the complainants to the relief sought, this Authority is required to first determine whether the project in question falls within the statutory ambit of the Act.

16. The Real Estate (Regulation and Development) Act, 2016 is a regulatory statute designed to govern a specific class of real estate projects identified by the legislature. The applicability of the Act is circumscribed by Section

3, which mandates compulsory registration of real estate projects with the Regulatory Authority. However, the legislature has, in its wisdom, expressly excluded certain categories of projects from the operation of the Act. Section 3(2)(b) categorically provides that no registration shall be required where the promoter has received a completion certificate for a real estate project prior to the commencement of the Act. The relevant portion of the section is reproduced below :-

> *3. Prior registration of real estate project with Real Estate Regulatory Authority.-*
>
> *(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required*
>
> *(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;*

17. This exclusion is neither incidental nor ancillary; it is a substantive legislative determination forming an integral part of the statutory scheme. The statutory framework thus makes it abundantly clear that the Act is not intended to operate retrospectively so as to reopen completed transactions or subject concluded projects to a new regulatory regime. The jurisdiction of the Authority is, therefore, confined only to such projects as fall squarely within the definition and scope prescribed by Section 3 of the Act.

18. 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."

19. 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.

20. 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."

21. 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.

22. When the aforesaid principles are applied to the facts of the present case, it becomes evident that the project in question had already attained completion to the extent certified prior to the commencement of the Act. The occupation certificate dated 01.04.2015, 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. Such completion brings the project squarely within the exclusion contemplated under Section 3(2)(b) of the Act.

23. 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.

24. 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 "ongoing project" within the meaning of Section 3 of the Act. The absence of this foundational fact renders the present complaint outside the purview of the Act and beyond the jurisdiction of this Authority.

25. 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.

26. In view of the foregoing reasons, the Authority finds no merit in the present complaint and the same is accordingly dismissed. Pending applications, if any, also stand disposed of.

27. File be consigned to registry.

Dated: 18.09.2026

Arun Kumar
Chairman
Haryana Real Estate Regulatory Authority, Gurugram