HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.
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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 14.10.2026.

Item No. 335.30

Complaint under Section 7 of the Act seeking revocation of Registration issued under Section 5 of the Act as landowner/licensee is in collaboration with Infinity Buildtech, the Promoter of the project.

Promoter: **Infinity Buildtech.**

Project: **"Five Greens", an affordable residential plotted colony (under DDJAY Policy 2016) being developed on land measuring 9.99027 acres situated in the revenue estate of village Naggal & Alipur, Sector-19, Kot Behla Urban Complex, District Panchkula.**

Reg. No.: **HRERA-PKL-PKL-911-2026 dated 29.05.2026 valid upto 12.02.2031.**

Temp ID: **2039-2026.**

Present: **Adv. Akshat Mittal on behalf of promoter Infinity Buildtech.**
Adv. Munish Gupta and Adv. Manjinder Kumar for the complainant.
Sh. Kashmir Singh without any authority on behalf of Shalimar Estates Pvt. Ltd.

1. DTCP, Haryana has granted License No. 26 of 2026 dated 13.02.2026 valid upto 12.02.2031 for setting up of an affordable residential plotted colony (under DDJAY Policy 2016) on land measuring 9.99027 acres, in favour of Shalimar Estates Pvt Ltd. in collaboration with Infinity Buildtech. Based on this license, the Authority has registered the real estate project namely "Five Greens" situated in the revenue estate of village Naggal & Alipur, Sector-19, Kot Behla Urban Complex, District Panchkula.

2. Vide letter dated 03.08.2026, complainants, Neelam Sharma, Rajiv Verma, Vijay Sahota, Sanjee Sharma, Rohtash Kumar, Harmel Singh Bhardwaj and Asha Gupta through Counsel, Munish Gupta have filed complaint alleging the following facts:-

i. The brief facts of the present case are that M/s Shalimar Estates Pvt. Ltd. purchased land measuring 211 Kanals 10 Marlas vide Agreement dated

28.08.2001 and 72 Kanals 5 Marlas vide Agreement dated 16.10.2001, situated in Villages Naggal and Alipur, District Panchkula.

ii. Pursuant to the aforesaid agreements, three sale deeds were executed in favour of Shalimar Estates Pvt. Ltd.; the first dated 16.05.2002 for an extent of 194 Kanals 18 Marlas, the second dated 16.05.2002 for an extent of 16 Kanals 12 Marlas, and the third dated 30.05.2002 for an extent of 112 Kanals 4 Marlas.

iii. Even prior to the execution of the aforesaid sale deeds, Shalimar Estates Pvt. Ltd. had got the layout plan prepared, carved out roads, laid sewerage and water supply lines, erected electricity poles and, after demarcating the plots for sale, commenced bookings on 24.10.2001, which remained open until 24.12.2001.

iv. Pursuant to the receipt of applications, more than 500 plots of different sizes were allotted to the general public, including the applicants/complainants herein, up to March 2002. The details of the allotments made in favour of the applicants are as under:

Name	Plot No.	Plot Size
Neelam Sharma	357P	6 Marlas
Rajiv Verma		
Vijay Sahota	341	6 Marlas
Sanjeev Sharma	609 DP	6 Marlas
Rohtash Kumar	663	6 Marlas
Harmel Singh Bhardwaj		
Asha Gupta	557P	6 Marlas

v) Thereafter, the developer was issued a Show Cause Notice dated 26.07.2002 by the Government of Haryana, alleging contravention of the provisions of Section 7 of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963.

vi) Shalimar Estates Pvt. Ltd. preferred a statutory appeal, which was dismissed vide order dated 28.01.2003. Aggrieved thereby, CWP No. 2437 of 2003 was preferred before the Hon'ble Punjab and Haryana High Court, Chandigarh. The said writ petition was allowed vide judgment dated 05.10.2016.

vii) On account of the pendency of the litigation, the respondent-developer did not undertake any development over the project site.

viii) The State of Haryana challenged the aforesaid judgment before the Hon'ble Supreme Court of India. Vide judgment dated 16.11.2021 in Civil Appeal No. 6901 of 2021 (arising out of SLP(C) No. 23096 of 2017) filed by the State of Haryana, the appeal was allowed and the notifications issued by the Government of Haryana declaring part of the land to fall within the Controlled Area were upheld.

ix) At the time of allotment of the plots in the year 2001, Shalimar Estates Pvt. Ltd. issued allotment letters along with payment plans, wherein the instalments were payable up to the year 2006. The allottees continued making payments to Shalimar Estates Pvt. Ltd., and approximately 95% to 100% of the sale consideration was paid by them. However, the pendency of either the statutory appeal or the writ petition was never brought to the notice of the allottees by Shalimar Estates Pvt. Ltd.

x) When the stipulated period for handing over possession, as provided in the allotment letters, started expiring and the allottees approached Shalimar Estates

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Pvt. Ltd., it was only then that some of the allottees came to know about the pendency of the writ petition.

xi) *While the writ petition was pending, some of the allottees approached the Consumer Fora seeking relief in respect of possession, execution of conveyance deeds, and compensation for the delay.*

xii) *That the Ld. Consumer Fora passed separate orders directing handing over of possession, execution of conveyance deeds and payment of compensation. Though the monetary part of the orders was complied with by Shalimar Estates Pvt. Ltd., the directions regarding handing over of possession and execution of conveyance deeds remained pending on account of the pendency of the litigation.*

xiii) *That after the decision of the Hon'ble Punjab and Haryana High Court, the allottees saw a ray of hope but, since the developer was not taking any further steps, they approached the Consumer Forum again. Twenty-five separate complaints, led by Consumer Complaint No. 697 of 2017 along with connected matters, were decided by the District Consumer Disputes Redressal Forum, U.T., Chandigarh vide common order dated 27.08.2018, directing execution of the sale deeds, handing over of possession within three years as also payment of compensation, etc.*

xiv) *That it is appropriate to point out that the period of three years was granted to the developer by the Ld. Consumer Forum only considering that the writ petition had recently been allowed by the Hon'ble Punjab and Haryana High Court, Chandigarh, and, therefore, the developer required reasonable time to complete the project.*

xv) *The aforesaid order of the Ld. DCDRC was never challenged by the developer. Rather, appeals were preferred only by the allottees seeking enhancement of compensation, and the Ld. State Consumer Disputes Redressal Commission vide common order dated 24.07.2019 allowed all the appeals and enhanced the compensation payable to the allottees.*

xvi) *That the aforesaid orders have since attained finality against Shalimar Estates Pvt. Ltd., having not been challenged either before the Appellate Forum or before any other court.*

xvii) *That when execution petitions came to be filed in the aforesaid cases, objections were filed by Shalimar Estates Pvt. Ltd. stating that, after the judgment of the Hon'ble Supreme Court of India, the orders could not be executed qua handing over of possession and execution of sale deeds, as no permission for setting up of the residential colony had been granted. It was accordingly pleaded that possession could not be handed over.*

xviii) *That it would be relevant to point out that the monetary part of the orders had already been complied with; however, since, at that stage, no permission had been granted in favour of the developer, and the directions regarding possession and execution of sale deeds could not be implemented, the execution petitions were withdrawn to file fresh execution petitions at a later stage.*

xix) *That thereafter Shalimar Estates Pvt. Ltd. obtained not only a licence in respect of 9.99027 acres of land but has also obtained registration of the project from the Hon'ble Authority.*

xx) *That it is submitted that, while applying for registration under the Real Estate (Regulation and Development) Act, 2016, the provisions of Section 4 of the Act and the Haryana Real Estate Regulatory Authority (Registration of Projects) Regulations were required to be strictly complied with.*

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xxi) *In terms of Section 4 of the Act, it was the duty of the promoter to declare that the land was free from all encumbrances. In terms of the aforesaid Regulations, all pending litigations were also required to be disclosed.*

xxii) *It is also important to mention here that, while seeking registration of the project, the Respondents were required to furnish a declaration in terms of Section 4(2)(l) of the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate Regulatory Authority (Registration of Projects) Regulations regarding encumbrances upon the land as well as all pending litigations affecting the project. The said declaration forms the very basis upon which registration under Section 5 of the Act is granted. Any concealment or misstatement therein strikes at the root of the registration itself.*

xxiii) *That although the decrees passed in favour of the allottees have attained finality, the directions relating to handing over of possession and execution of sale deeds continue to remain unexecuted. Consequently, valuable rights of the decree holders continue to subsist over the project and the said decrees constitute encumbrances affecting the project, which were liable to be disclosed while seeking registration.*

xxiv) *That while the Respondents disclosed certain consumer complaints in the Registration Certificate and binding decrees, they deliberately did not disclose the existence of final and binding decrees directing execution of sale deeds and delivery of possession in favour of several original allottees. The disclosure made before this Hon'ble Authority was thus selective and incomplete, thereby preventing this Hon'ble Authority from considering the true legal status of the project.*

xxv) *That the Hon'ble Supreme Court, while deciding Civil Appeal No. 6901 of 2021 (arising out of SLP(C) No. 23096 of 2017), observed in Para No. 23 as under:*

xxvi) *"**23.** The learned counsel for the intervenors who were allotted plots of land in the colony proposed by the first respondent, pleaded that the intervenors are gullible public whose hard-earned money is now lost and that this Court should take into account their plight. But the above argument loses sight of several remedies available even now, both to the coloniser and to the allottees. It appears that some of the allottees have already approached the consumer fora and secured orders for the refund of money. **In any case, the developer/coloniser is only required to apply for licence/permission under both these enactments and prepare a fresh layout in accordance with the terms and conditions stipulated by the authorities and then develop the layout afresh and allot alternative plots to the original allottees.** There are also provisions in both the enactments such as Section 7A of the Controlled Areas Act and Section 23 of the Urban Development Act, which the parties have not even taken note of. Therefore, it is not as though the allottees of plots are now left high and dry with no redemption in sight."*

xxvii) *That in terms of the observations of the Hon'ble Apex Court as reproduced above, although Shalimar Estates Pvt. Ltd. applied for licence/permission and prepared a fresh layout plan, the allotment of alternative plots to the original allottees has intentionally been side-lined. By keeping the original allottees in the dark, the developer not only obtained the licence/permission but also misled this Hon'ble Authority into granting registration of the project.*

xxviii) *It was the duty of the respondents to apprise this Hon'ble Authority of the duty cast upon them by the Hon'ble Apex Court to the effect that, upon preparation of a fresh layout plan, the allotment of alternative plots is their responsibility/duty*

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before going ahead with the sale of the plots in the project in question. Without reserving the plots for the decree holders, the project in question could not have been taken forward.

xxix) *That the decrees annexed with the present complaint are only few in number, and there are several other allottees whose rights have already been determined by competent Consumer Fora, but no disclosure regarding such decrees was made before this Hon'ble Authority. Further, after obtaining registration, the developer has now started creating third-party rights in the project.*

xxx) *That had the aforesaid decrees and pending execution proceedings been disclosed in their true perspective, this Hon'ble Authority would have been in a position to examine whether the project was fit to be registered without first protecting the vested rights of the original allottees. The respondents, by suppressing these material facts, deprived this Hon'ble Authority of exercising its statutory discretion on correct and complete facts.*

xxxi) *That while filing the present complaint, the complainants also seek the indulgence of this Hon'ble Authority to pass appropriate interim orders in terms of Section 7(4)(d) of the Act, restraining the respondents from creating any third-party rights in the project till the present complaint is finally decided.*

xxxii) *That the word "encumbrance" (also spelt as "incumbrance") has been defined in Black's Law Dictionary as "Any right to, or interest in, land which may subsist in another to the diminution of its value, but consistent with the passing of the fee. A claim, lien, charge, or liability attached to and binding real property. An encumbrance may be a mortgage, a judgment lien, an attachment, an inchoate right of dower, a mechanic's lien, a lease, a restriction in a deed, an encroachment of a building, an easement or right of way, accrued and unpaid taxes, or the statutory right of redemption. By suppressing the existence of such decrees while seeking registration, the respondents misled this Hon'ble Authority into granting registration which otherwise could not have been granted in the same manner.*

xxxiii) *That in the present case, the rights of numerous original allottees have already been adjudicated by competent Consumer Fora and decrees directing execution of sale deeds and delivery of possession have attained finality. Since the said directions have not yet been complied with, the decrees create enforceable rights and liabilities attached to the project. Such subsisting rights squarely fall within the ambit of the expression "encumbrance", which the respondents were under a statutory obligation to disclose while seeking registration under the Real Estate (Regulation and Development) Act, 2016. The deliberate concealment of these encumbrances has resulted in the Registration Certificate being obtained by suppression of material facts.*

xxxiv) *That the Respondents have obtained registration by making incomplete disclosures and suppressing material facts relating to encumbrances and litigation affecting the project. The registration is therefore liable to be revoked under Section 7 of the Real Estate (Regulation and Development) Act, 2016.*

xxxv) *That the present complaint has been filed by only seven complainants on account of the urgency of the relief sought herein. It is submitted that there exists an association of the original/erstwhile allottees, and more than 100 allottees are similarly situated and affected by the acts and omissions of the Respondents. Although the said allottees are residing in different parts of the country and, therefore, could not join the present complaint at this stage, they remain in constant touch with one another and are also in the process of approaching this*

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Hon'ble Authority, as they are aggrieved by the very same cause of action and seek identical reliefs against the Respondents.

xxxvi) *That out of numerous decrees passed in favour of original allottees, Shalimar Estates Pvt Ltd has challenged the judgments only in the cases of three decree holders, which appeals are pending before NCDRC. It appears that even details of the aforesaid cases have not been furnished by the respondents while applying for registration.*

xxxvii) *Therefore, the complainants prayed that the present complaint may kindly be allowed and requested to revoke Registration Certificate No. HRERA-PKL-PKL-911-2026 dated 29.05.2026 issued under Section 5 of the Act in respect of the real estate project namely "Five Greens", situated on land measuring 9.99027 acres comprised in the revenue estates of Village Naggal and Village Alipur, Sector-19, Kot Behla Urban Complex, District Panchkula, registered in the name of Shalimar Estates Pvt. Ltd., as landowner/licensee, in collaboration with Infinity Buildtech, the Promoter of the project, in the interest of justice. They further prayed that during pendency of the present complaint before this Authority, the Respondents may be restrained from creating any third-party rights, advertising, selling, allotting or otherwise dealing with any part of the project*

3. The Authority on the last date of hearing, i.e., 26.08.2026 had directed the office to send a copy of complaint dated 03.08.2026 to the promoter with the direction to file a reply on or before 05.10.2026.

4. A copy of the above complaint was sent to the promoter through mail on 29.09.2026.

5. Today, Sh. Kashmir Singh appeared on behalf of the collaborator Shalimar Estates Pvt. Ltd. and informed that they are filing reply in the registry of the Authority. On the other hand, counsels for complainant and promoter requested for some time to file rejoinder to the reply filed by the Shalimar Estates Pvt. Ltd. The Authority therefore directs the representative of Shalimar to supply a copy of reply filed to the promoter and complainants to file their reply/rejoinder till 30.10.2026. Till the next date of hearing there shall be an absolute ban on the sale and further marketing/advertising the project. Status quo to be maintained and Directors of the Shalimar Estates Pvt. Ltd. and Infinity Buildtech alongwith complainant be present on the next date of hearing.

6. Adjourned to **25.11.2026**.

Haryana Real Estate Regulatory Authority
Despatch No 3030
Date 4/11/26
PANCHKULA

True copy

Secretary (Acting),
HRERA, Panchkula

A copy of the above is forwarded to STP, HRERA Panchkula, for information and taking further action in the matter.

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