

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

Appeal no.696 of 2022  
Date of Decision: 06.02.2024

Babita Joon, House No.802, Sector 01, Near Delhi Bypass, HUDA,  
Rohtak presently residing at House No.1433, Ground Floor, Sector  
17-C, Gurugram (Haryana)

Appellant

Versus

M/s Suncity projects Pvt. Ltd., LGF-10, Vasant Square Mall, Plot-  
A, Sector B, Pocket V, Community Centre, Vasant Kunj, New Delhi  
110070

Respondent

**CORAM:**

**Justice Rajan Gupta**  
**Shri Anil Kumar Gupta**

**Chairman**  
**Member (Technical)**

Argued by: Ms. Rupali Shekhar Verma, Advocate, along with  
Mr. Yashvir Singh Balhara, Advocate, Advocate  
for the appellant-allottee.

Mr. Himanshu Gupta, Advocate,  
for the respondent-promoter.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN:**

Present appeal has been preferred under Section 44(2) of the  
Real Estate (Regulation and Development) Act 2016 (further called  
as, 'the Act') by the appellant-allottee against impugned order  
dated 21.07.2022 passed by the Haryana Real Estate Regulatory  
Authority, Gurugram (for short, 'the Authority below') whereby the  
Complaint No.5923 of 2019 filed by the appellant-allottee was  
disposed of with the following directions:

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28. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

i. The respondent/promoter is directed to refund the balance amount of Rs.2,40,789/- within a period of 90 days along with interest on the balance amount from the date of cancellation till its actual payment.

ii. The above mentioned amount be refunded to the complainant within a period of 90 days and failing which legal consequence would follow.

29. The complaint stands disposed of.

30. File be consigned to registry.”

2. During the course of arguments, learned counsel for the appellant-allottee has mainly urged that the cancellation of the unit is bad in law as the procedure prescribed was not followed; the re-allotment thereof to another person is also not in conformity with the policy, thus, order under challenge needs to be set aside.

3. On the other hand, learned counsel for the respondent-promoter pointed out that due procedure was followed by the promoter while cancelling the unit allotted to the appellant-allottee. The appellant-allottee defaulted in payment w.e.f. 28.03.2018 till May, 2019. A notice was, thus, issued to the appellant-allottee on 18.03.2018 and subsequently in May, 2019; only thereafter, the unit in question was cancelled.

4. We have given careful thought to the facts of the case and the arguments addressed by learned counsel for both the parties. With their assistance, we have perused the record as well.

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5. It is evident that the respondent-promoter floated a scheme for allotment of flats under the Affordable Housing Policy, 2013. The appellant-allottee was one of the applicants therein. Being successful, he was allotted unit bearing No.B-402 admeasuring 532 square feet and having balcony area 100 square feet, vide letter of allotment dated 10.03.2016 by respondent-promoter for a total consideration of Rs.21,15,750/-. The Apartment Buyer's Agreement (hereinafter called, the Agreement) was executed between the parties on 18.05.2016. The appellant-allottee kept on paying instalments and paid a total sum of Rs.21,10,835/- upto 26.04.2019. The respondent-promoter raised a demand of Rs.2,53,896 vide its letter dated 28.03.2019 and out of which a sum of Rs.61,000/- was paid by the appellant-allottee. However, she failed to pay the balance amount, as a result whereof, notice dated 22.05.2019 was issued to her. But, no response was received from the appellant-allottee for almost a period of one year when she paid a paltry sum of Rs.61,000/- to the respondent-promoter. On perusal of the record, we find that notices in question were in fact issued to the appellant-allottee, thereafter, a letter dated 09.09.2019 was sent to her with regard to the cancellation of the unit. Speed Post receipt dated 11.09.2019 in that respect is on record. It is, thus, clear that cancellation letter dated 09.09.2019 delivered to the appellant-allottee. This apart, publication was duly done by the respondent-promoter on 12.06.2019 in the newspaper "Dainik Bhaskar", which has wide circulation. The factum of publication is also not disputed by the appellant-allottee.

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6. Under these circumstances, we do not find that there has been any procedural irregularity by the promoter while cancelling the unit in question. We, thus, find no legal infirmity in the order passed by the Authority.

7. Since we have dealt with the main issue raised by learned counsel for the appellant-allottee, as regards the validity of cancellation and having held that the same does not suffer from any legal infirmity, we do not find any need to delve on the issue of re-allotment, if any, by the respondent-promoter after cancellation. This is so for the reason that re-allotment is only a consequence of the cancellation. The issue of re-allotment cannot be of any concern to the appellant-allottee as we have arrived at the conclusion that the cancellation of the unit allotted to her was valid.

8. No other issue was pressed before us.

9. Consequently, there is no merit in the appeal and the same is hereby dismissed.

10. No order as to costs.

11. Copy of this order/judgment be communicated to both the parties/learned counsel for the parties and the Authority below.

12. File be consigned to the record.

Announced:  
February 06, 2024

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Anil Kumar Gupta  
Member (Technical)

Manoj Rana