HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**420 of 2021**
Date of filing:	**01.04.2021**
Date of first hearing:	**17.08.2021**
Date of decision:	**08.11.2023**

Bharat Singh, S/o Sh. Rajmal,
R/o H. No. 991- A, Housing Board Colony,
Sector 15, Hisar (Haryana)

....COMPLAINANT

VERSUS

M/s Parsvnath Developers Ltd.
Parsvnath Tower, Near Shahdara Metro Station,
Shahdara, New Delhi - 110032.

...RESPONDENT

CORAM: **Dr. Geeta Rathee Singh** **Member**
Nadim Akhtar **Member**

Present: Adv. Sahil Bansal proxy counsel for Adv. Shubnit Hans, counsel for the complainant through VC.
Adv. Rupali S. Verma, counsel for the respondent, through VC.

ORDER (DR.GEETA RATHEE SINGH - MEMBER)

1. Present complaint dated 01.04.2021 has been filed by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of 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 table:

S.No.	Particulars	Details
1.	Name of the project	Parsvnath Royale, Pocket-B, Sector-20, Panchkula
2.	RERA registered/not registered	Registered: HRERA-PKL-16-2018
3.	Unit no.	T1-104, First floor
4.	Unit area	1780 sq.ft. (165.36 sq. mt.)
5.	Date of Agreement	10.05.2011

6.	Due date of possession	10.11.2014 Clause 10(a) and (b), mentions that the construction of the flat is likely to be completed within a period of 36 months of commencement of the construction of particular block in which flat is located, with a grace period of 6 months, on receipt of sanction of building plans/revised building plans and approval of all concerned authorities as may be required for commencing and carrying on the construction subject to force majeure, restraints restriction, etc. Further, the developers on the completion of construction shall issue a final call notice to the Buyer, who shall remit all dues within 30 days thereof and take possession of the flat.
7.	Basic sales consideration	₹57,85,000/- @Rs. 3250 per sq. ft.
8.	Amount paid by complainant	₹8,67,750/-
9.	Offer of possession	Not given till date

B. FACTS OF THE COMPLAINT

3. That the complainant booked an apartment bearing no. T1-104, admeasuring 1780 sq.ft in respondent project namely, "Parsvnath Royale, Pocket-B, Panchkula" by paying in cash an amount of Rs. 2,50,000/- in cash on 20.09.2010. Copy of receipt dated 20.09.2010 for sum of Rs. 2,50,000/- has been annexed as Annexure P-1. On 08.12.2010,

complainant further paid an amount of Rs. 3,00,000/- to the respondent, copy of receipt dated 08.12.2010 is annexed as Annexure P-2. Respondent had issued various demand letters dated 15.03.2011, 04.04.2011 to the complainant which were prior to signing of the Builder Buyer Agreement (BBA), whereby respondent demanded an amount of Rs. 11,83,491/- along with interest for delayed period i.e. Rs.52,073/- and Rs.67,637/- on 15.03.2011 and 04.04.2011 respectively from the complainant. Complainant contends that on 25.01.2011, respondent sent copy of flat buyer agreement to the complainant which was executed between the parties on 10.05.2011. It has also been contended that an amount of Rs. 3,17,750/- was paid by complainant to the respondent in cash at the time of signing of agreement. Complainant has submitted that he has paid a total sum of Rs. 8,67,750/- to the respondent till date against basic sale price of Rs. 57,85,000/-. Clause 4(a) of the agreement substantiates the same, wherein respondent had acknowledged that a total amount of Rs. 8,67,750/- was paid by complainant towards basic sale price.

4. That as per clause 10(a) and (b) of agreement executed between the parties, respondent was under an obligation to handover the possession of the booked apartment within 36 months along with grace period of six months from the date of agreement, by issuance of a final call notice to the buyer, who shall remit all dues within 30 days thereof and take

possession of the flat. The deemed date of possession comes out to 10.11.2014, but it is pertinent to mention that the respondent has miserably failed to complete the project and hand over possession of flat despite lapse of more than nine years from the deemed date of possession. Complainant has approached respondent on several occasions to enquire regarding completion of the project and delivery of possession, however no satisfactory response was received and respondent kept making false assurances that possession of flat would be delivered soon. Hence, present complaint has been filed seeking possession of the flat along with permissible delay interest.

C. RELIEFS SOUGHT

5. The complainant in his complaint has sought following reliefs:

a. Direct the Respondent to handover possession of the unit in question or an alternate unit to the satisfaction of the complainant.

b. Direct the Respondent to pay delayed possession charges at the prescribed rate of interest from the due date of possession i.e. 10.11.2014 till the actual handing over of possession.

c. Direct the Respondent to pay litigation costs of Rs. 50,000/-.

d. Pass such order or further orders as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

However, vide application dated 29.08.2023, the complainant has sought amendment of the relief sought in the complaint filed by him for the

reason that after seeing the development work at the site, there is no hope to get the possession of the apartment booked in near future. Therefore he has sought amendment of relief from "delivery of possession of the said apartment along-with interest on delayed possession" to "refund of the total amount paid in respect of the said apartment". Complainant submits that the requisite receipts of all the payments made are already on record with the captioned complaint.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

6. Respondent filed its reply on 19.10.2021, wherein payment of only ₹3,00,000/- from the complainant has been admitted against claimed amount of Rs. 8,67,750/-. It has been contended that the complainant booked an apartment on 08.12.2010 by paying a booking amount of Rs. 3,00,000/-. As per the plan opted by complainant, complainant was under an obligation to make at least 35% payment of total basic price up to 29.02.2012 to the respondent company. However, complainant paid only about 5% of total basic cost i.e., ₹3,00,000/- and assured that remaining payments shall be made in few days. Thereafter, on 15.12.2010, complainant made another payment of Rs. 5,90,095/- vide cheque no. 228210 dated 15.12.2010 which included Rs. 5,67,750/- towards basic cost and Rs. 22,345/- towards service tax. On 25.01.2011, respondent sent original copy of flat buyer agreement to complainant with an understanding that complainant shall return the original agreement after

signing the same. On 31.01.2011, customer relation department of respondent got an intimation from finance department that cheque bearing no. 228210 dated 15.12.2010 has been dishonoured but till then copy of flat buyer agreement had already been sent to complainant mentioning therein that respondent has received amount of Rs. 8,67,750/- instead of Rs. 3,00,000/-, Said letter dated 31.01.2011 has been annexed as Annexure R-2 with the reply. An intimation regarding dishonouring of cheque was sent to the complainant on 02.03.2011 and a copy of said letter has been annexed as Annexure R-3. However, at the time of execution of the agreement on 10.05.2011, the amount mentioned therein went unnoticed and respondent sent duly signed copy of flat buyer agreement to the complainant mentioning wrong amount of Rs. 8,67,750/- instead of Rs. 3,00,000/-.

7. That the respondent alleges that the complainant failed to make remaining payment, despite service of various reminders from year 2011- 2012. Thereafter, on 12.03.2012, they issued a cancellation letter wherein it was mentioned that in view of continuous defaults, they are constrained to cancel the aforesaid booking and forfeit the earnest money deposit. In support of his contention, the respondent has annexed cancellation letter dated 12.03.2012 as annexure R-7 of reply. Hence proving that complainant is not an allottee of the project.

8. That at the time of cancellation of unit, an amount of Rs.17,76,887.32/- as Basic Sale Price was overdue towards the complainant and despite various reminders, complainant failed to make the payment as per the terms and conditions of flat buyer agreement. It has further been contended that offer for fitout possession in towers T1, T5 & T8 has already been given to other allottees.

9. That the complaint is barred by limitation and liable to be dismissed on this ground alone.

E. REJOINDER FILED BY THE COMPLAINANT

10. The complainant vide rejoinder dated 17.01.2022 has denied all the contents of reply except the facts admitted by respondent and has reasserted the facts mentioned in the complaint.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

11. During the oral arguments learned counsel for complainant Ms. Rupali S. Verma, argued that a sum of ₹8,67,750/- has been paid by the complainant. She drew attention of Authority towards Annexure P-1 and P-2 for proving amount of Rs. 5,50,000/- and stated that remaining amount of Rs. 3,17,750/- was paid in cash at the time of execution of flat buyer agreement. She submitted that complainant has already admitted the fact in the complaint that cheque for an amount of Rs. 5,90,095/- could not be deposited due to some inadvertent issue, and the said cheque

got returned back to the complainant on 16.12.2010. Same has been shown by the statement of accounts of complainant placed on record. The amount of Rs. 8,67,750/- does not include amount of Rs. 5,90,095/- (dishonour cheque). She stated that respondent knew about the dishonouring of cheque in January 2011 and agreement was executed in May 2011 wherein respondent had admitted payment of Rs. 8,67,750/- made by the complainant. Therefore, learned counsel argued that the amount mentioned in the agreement should be taken as correct and final.

12. On the other hand, learned counsel for respondent argued that respondent has only received a sum of 3,00,000/- from the complainant. Copy of customer ledger annexed as Annexure R-5 with the complainant also depicts the same. She further argued that copy of flat buyer agreement was sent to complainant on 25.01.2011 and fact of dishonouring of cheque came to the knowledge of respondent later on i.e.. on 31.01.2011 and respondent while signing said agreement did not notice that amount mentioned therein as having being paid the complainant was wrongly mentioned as Rs.8,67,750/- instead of Rs.3,00,000/-. She stated that since complainant was defaulter in making timely payments, his unit was cancelled and amount of Rs. 3,00,000/- deposited by him has been forfeited and he was duly informed about the same vide letter dated 12.03.2012.

E. ISSUES FOR ADJUDICATION

i. Whether the complainant has paid an amount of Rs.8,67,750/- to the respondent for the allotment of flat in question?

ii. Whether the complainant is entitled to get refund of the amount paid by him to the respondent under section 18 of the HRERA Act, 2016?

F. OBSERVATIONS AND DECISION OF THE AUTHORITY

13. Respondent has taken an objection that complaint is grossly barred by limitation. Reference in this regard is made to the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise.

> *"A number of decisions have established that the Limitation Act applies only to courts and not to Tribunals. The distinction between courts and quasi-judicial decisions is succinctly brought out in Bharat Bank Ltd. v. Employees of Bharat Bank Ltd., 1950 SCR 459. This root authority has been followed in a catena of judgments. This judgment refers to a decision of the King's Bench in Cooper v. Wilson. The relevant quotation from the said judgment is as follows:- "A true judicial decision presupposes an existing dispute between two or more parties, and then involves four requisites: (1) The presentation (not 18 Page 19 necessarily orally) of their case by the parties to the dispute; (2) if the dispute between them is a question of fact, the ascertainment of the fact by means of evidence adduced by the parties to the dispute and often with the assistance of argument by or on behalf of the parties on the evidence; (3) if the dispute between them is a question of law, the submission of legal argument by the parties, and (4) a decision which disposes of the whole matter by a finding upon the facts in dispute and application of the law of the land to the facts so found, including where required a ruling upon any disputed question of law. A quasi-judicial decision equally presupposes an existing*

dispute between two or more parties and involves (1) and (2), but does not necessarily involve (3) and never involves (4). The place of (4) is in fact taken by administrative action, the character of which is determined by the Minister's free choice." 18. Under our constitutional scheme of things, the judiciary is dealt with in Chapter IV of Part V and Chapter V of Part VI. Chapter IV of Part V deals with the Supreme Court and Chapter V of Part VI deals with the High Courts and courts subordinate thereto. When the Constitution uses the expression "court", it refers to this Court system. As opposed to this court system is a system of quasi-judicial bodies called Tribunals. Thus, Articles 136 and 227 refer to "courts" as distinct from "tribunals". The question in this case is whether the Limitation Act extends 19 Page 20 beyond the court system mentioned above and embraces within its scope quasi-judicial bodies as well. 19. A series of decisions of this Court have clearly held that the Limitation Act applies only to courts and does not apply to quasi-judicial bodies. Thus, in Town Municipal Council, Athani v. Presiding Officer, Labour Court, (1969) 1 SCC 873, a question arose as to what applications are covered under Article 137 of the Schedule to the Limitation Act. It was argued that an application made under the Industrial Disputes Act to a Labour Court was covered by the said Article. This Court negatived the said plea in the following terms:- "12. This point, in our opinion, may be looked at from another angle also. When this Court earlier held that all the articles in the third division to the schedule, including Article 181 of the Limitation Act of 1908, governed applications under the Code of Civil Procedure only, it clearly implied that the applications must be presented to a court governed by the Code of Civil Procedure. Even the applications under the Arbitration Act that were included within the third division by amendment of Articles 158 and 178 were to be presented to courts whose proceedings were governed by the Code of Civil Procedure. As best, the further amendment now made enlarges the scope of the third division of the schedule so as also to include some applications presented to courts governed by the Code of Criminal Procedure. One factor at least 20 Page 21 remains constant and that is that the applications must be to courts

to be governed by the articles in this division. The scope of the various articles in this division cannot be held to have been so enlarged as to include within them applications to bodies other than courts, such as a quasi judicial tribunal, or even an executive authority. An Industrial Tribunal or a Labour Court dealing with applications or references under the Act are not courts and they are in no way governed either by the Code of Civil Procedure or the Code of Criminal Procedure. We cannot, therefore, accept the submission made that this article will apply even to applications made to an Industrial Tribunal or a Labour Court. The alterations made in the article and in the new Act cannot, in our opinion, justify the interpretation that even applications presented to bodies, other than courts, are now to be governed for purposes of limitation by Article 137." Similarly, in Nityananda, M. Joshi & Ors. v. Life Insurance Corporation & Ors., (1969) 2 SCC 199, this Court followed the judgment in Athani's case and turned down a plea that an application made to a Labour Court would be covered under Article 137 of the Limitation Act. This Court emphatically stated that Article 137 only contemplates applications to courts in the following terms: "3. In our view Article 137 only contemplates applications to Courts. In the Third Division of the Schedule to the Limitation Act, 1963 all the other applications mentioned in the various articles are 21 Page 22 applications filed in a court. Further Section 4 of the Limitation Act, 1963, provides for the contingency when the prescribed period for any application expires on a holiday and the only contingency contemplated is "when the court is closed." Again under Section 5 it is only a court which is enabled to admit an application after the prescribed period has expired if the court is satisfied that the applicant had sufficient cause for not preferring the application. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963.'" 20. In Kerala State Electricity Board v. T.P

The promoter has till date failed to fulfil his obligations to hand over the possession of the unit or refund of amount as such cause of

action is re-occurring. Further, RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not Courts.

14. Further Authority observes that the proceedings before the Authority are summary in nature, governed by the principle of natural justice and also it is well settled that rules of procedure can be moulded for the administration of justice. There is also no substantial change in the pleadings of the complainant. Neither has the change of relief been objected/ opposed by respondent. Thus, the application dated 29.08.2023 filed by the complainant seeking amendment of the relief from "delivery of possession of the said apartment along-with interest on delayed possession" to "refund of the total amount paid in respect of the said apartment" as sought in the complaint is hereby allowed.

15. On merits, the matter was heard at length by the Authority on 28.03.2023 and it was observed as under:

> *"...5(i) It is an undisputable fact that the amount of ₹3,00,000/- has been received by the respondent vide cheque no.228209 on 08.12.2010 which has been duly acknowledged by the respondent in their written statements. The complainant had alleged that another payment of ₹2,50,000/- was made on 20.09.2010, in support of which a receipt dated 20.09.2010 has been annexed as well as the statement of the bank account of the complainant*

showing the withdrawal of the amount of ₹2,50,000/- on 20.09.2010 has been submitted by the complainant. However, learned counsel for the respondent has sought time to clarify the payment of ₹2,50,000/- allegedly made by the complainant from the respondent company. She is directed to verify from the respondent company as to whether the amount of ₹2,50,000/- has been paid by the complainant and the same be informed to the Authority by the next date of hearing.

ii) Further, the case of the complainant is that total sum of ₹5,50,000/-was paid by the complainant before December 2010. Thereafter, the cheque of the amount of ₹5,90,095/- made in favour of the respondent vide cheque no. 228210 dated 15.12.2010 has got dishonoured on 16.12.2010 which has been duly proved by the Annexure R-2 of the reply. An intimation regarding the same was sent by the respondent on 02.03.2011. Further, complainant claims to have paid the remaining amount of ₹3,17,750/- in cash at the time of execution of the agreement i.e., on 10.05.2011. Per contra, learned counsel respondent contended that an unsigned flat buyer agreement was sent to the complainant on 25.01.2011, whereas intimation regarding the dishonouring of cheque has been received on 31.01.2011. However, no proof is placed on record to show as to when the flat buyer agreement was sent to the complainant. Therefore, in order to ascertain the date of service of flat buyer agreement, respondent is directed to provide the details of service of flat buyer agreement made to the complainant.

iii) In order to prove the remaining amount which, the complainant has paid in cash, complainant is directed to provide proof of documents showing the paid amount to the respondent before the next date of hearing."

16. In compliance of the above said order, neither the respondent has produced any document on record to provide the details of service of flat buyer agreement made to the complainant nor the complainant has placed on record any document in support of cash payment of ₹3,17,750/-. So, considering arguments put forth by both the parties and going through the documents already available on record, the Authority observes as under:-

i. The complainant has alleged that he had made payment of ₹8,67,750/- to the respondent and the amount mentioned in the flat buyer agreement be taken as correct . However, he has not annexed receipts for said payment except the receipt dated 08.12.2010 which depicts that an amount of ₹3,00,000/- has been paid to the respondent. Complainant has also annexed receipt dated 20.09.2010, however same cannot be considered as valid proof of payment as it does not signify the name of the company to whom said payment has been made. The complainant has also submitted his account statement showing that an amount of ₹2,50,000/- was withdrawn from his account on 20.09.2010, nevertheless no proof has been annexed showing that said payment was made to the respondent. Mere fact that an amount of ₹2,50,000/- was withdrawn on same date solely will not prove that it was paid to the respondent. However, this coincidence of date of withdrawal and stand of complainant regarding payment of said amount does appears convincing to an extent but cannot be relied upon a an evidence to ascertain the factum of payment. The complainant has also submitted additional documents i.e. Income Tax Return Acknowledgement for the financial year 2014-2015 mentioning an amount of ₹8,67,750/- in his balance sheet as application money (for flat at Sector 20, Parsvnath Panchkula). Said document also

cannot be considered as valid proof of payment as has been filed after a span of approximately 4-5 years.

ii. As per the payment plan of the agreement executed between the parties on 10.05.2011, the complainant was liable to pay 15% of the basic selling price at the time of booking which worked out to ₹8,67,750/-. The complainant has alleged that he has already paid an amount of ₹5,50,000/- to the respondent by December 2010 and thereafter, cheque dated 15.12.2010 bearing no. 228210 for a sum of ₹5,90,095/- was issued in favour of the respondent but due to some inadvertent issue the same could not be deposited. The Authority is at loss to understand that if the complainant was liable to make payment of ₹8,67,750/- to the respondent and a sum of ₹5,50,000/- already stood paid, then why cheque for another payment of ₹5,90,095/- was issued by the complainant instead of remaining amount of ₹3,17,750/-. Further, the complainant has not given any justification as to why entire amount of dishonoured cheque of ₹5,90,095/- was not paid by him and only an amount of ₹3,17,750/- was paid in cash in May 2011, neither any receipt for the same has been annexed. Accordingly, the mere statement of the complainant that he has paid an amount of ₹3,17,750/- to the respondent in cash cannot be relied upon.

iii. Respondent has only admitted payment of ₹3,00,000/- as being paid by the complainant and has submitted that the amount mentioned in the flat buyer agreement should not be taken as correct. He has submitted that the agreement was sent to the complainant on 25.01.2011 and the fact of dishonouring of cheque came to the their knowledge on 31.01.2011, however, at the time of execution of the agreement on 10.05.2011, the amount mentioned therein went unnoticed and copy of duly signed agreement was sent to the complainant. The stand of the respondent cannot be relied upon for two main reasons. Firstly, if the complainant had not paid 15% of the basic sale price then why the respondent executed the flat buyer agreement even after knowing the fact that the cheque issued by the complainant has been dishonoured. Secondly, if the amount mentioned in the agreement as being paid by the complainant was incorrect then why no communication in this regard was ever sent by the respondent to the complainant and why no efforts were made by him to rectify the same. Even if the stand of the respondent is presumed to be correct and the amount of cheque which got dishonoured is deducted from the total amount paid, it comes out to ₹2,77,655/- and not ₹3,00,000/- (which is admitted by the respondent). Hence, the stand of the respondent

that amount of cheque is part of amount mentioned in the agreement cannot presumed to be correct.

iv. Both the parties have not been able to prove their case with cogent evidences, however the Authority deems it fit to decide the case on the basis of evidence already placed on record. Flat buyer agreement being the last document executed between the parties and signed by both the parties cannot be said to be incorrect merely on the statement made by respondent that the amount mentioned in the agreement went unnoticed by the respondent. Whenever any document is signed by a person, it is presumed that he has read every part of it and has signed it with due care and caution. Respondent cannot state that the amount mentioned in the agreement is not correct unless it is proved otherwise with cogent evidences which were not produced before the Authority by the respondent despite availing several opportunities. Hence, in the event of failure on the part of respondent to prove that how the amount ₹8,67,750/- was mentioned in the agreement as being paid by the complainant, Authority deems it fit to observed that the amount mentioned in the flat buyer agreement i.e. ₹8,67,750/- is correct and final as being paid to the respondent.

v. Another issue which needs adjudication is that whether the complainant is entitled to get refund of the amount paid by him to

the respondent. Respondent has argued that complainant defaulted in making payments, reminders dated 15.03.2011 and 04.04.2011 were sent to him but he did not come forward to make the payment. Subsequently respondent cancelled the unit of complainant and forfeited the earnest money vide cancellation letter dated 12.03.2012 in terms of clause 2(a) and 5(a) of the agreement executed between the parties. Authority observes that the complainant defaulted in making timely payments due to which respondent cancelled the unit of the complainant after giving various reminders, thus the cancellation done by respondent is a valid cancellation. Ideally in cases where respondent cancels the unit due to default of complainant, he is duty bound to refund the amount paid after deducting the earnest money i.e, 10%(as per Section 13 of RERA Act, 2016). Since, this is a pre RERA agreement which has been concluded in the year 2012 after its cancellation, therefore, it will be governed by its own provisions only. So, as per clause 2(a) of the Flat buyer Agreement, earnest money in this case comes to be ₹8,67,750/- (15% of the Basic Sale Price of ₹57,85,000/), In the preceding paragraph it has been observed that an amount of ₹8,67,750/- has been paid by the complainant to respondent till 10.05.2011 (execution of flat buyer agreement), therefore, the earnest money forfeited by the

respondent is ₹8,67,750/- and nothing more is left to be refunded to the complainant.

vi. Furthermore, looking at it from another angle, when the complainant received the cancellation letter in the year 2012, then, thereafter, the cause of action cannot be said to have survived; as, had the complainant being having any grievance against the respondent then, he might have approached the appropriate forum then only. Accordingly, at this juncture, after almost 9 years, complainant cannot be allowed to awake and agitate the non-existent issues.

17. Thus, consequent upon the considerable consideration, the Authority is constrained to conclude that the present complaint is nothing but an ill-advised luxurious litigation and a classic example of litigation to enrich oneself at the cost of another and to waste the precious time of this Authority. The Real Estate (Regulation and Development) Act, 2016 is a beneficial/social legislation enacted by the Parliament to put a check on the malpractices prevailing in the real estate sectors and to address the grievances of the allottees who have suffered due to the dominant position of the promoter. The Authority is of the view that no cause of action survives in favour of the complainant, therefore, present complaint is hereby **dismissed**.

18. The file be consigned to the record room after uploading the orders on the website of the Authority.

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DR. GEETA RATHEE SINGH
[MEMBER]

.....
NADIM AKHTAR
[MEMBER]