



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1089 of 2023
Date of filing:	10.05.2023
Date of first hearing:	25.07.2023
Date of decision:	07.04.2025

Praveen Kumar W/o Sh. Davinder Singh
R/o B-158, Lok Vihar,
Pitampura, Delhi – 110034

....COMPLAINANT(S)

VERSUS

1. TDI Infrastructure Limited.
Vandana Building, Upper Ground Floor
11, Tolstoy Marg, Connaught Place,
New Delhi- 110001

2. Smt. Dharam Kumari Grover,
W/o Late Sh. D.R. Grover
R/o N-102/A, Kirti Nagar, New Delhi-110015

....RESPONDENT(S)

CORAM:

Nadim Akhtar

Member

Chander Shekhar

Member

Present: - Mr. Vikasdeep, Counsel for the complainant through VC.
Mr. Shubhnit Hans, Counsel for the respondent.
None for the original allottee/respondent no. 2.

ORDER (NADIM AKHTAR – MEMBER)

1. Present complaint has been filed on 10.05.2023 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 complainant, 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	TDI City, Kundli , Sonipat
2.	Name of the promoter	TDI Infrastructure Ltd
3.	RERA registered/not registered	Not registered.
4.	DTCP License no.	183-228 of 2004, 153-157 of 2004, 101-144 of 2005, 200-285 of 2002, 652-722 of 2006, 729-872 of 2006, 42-60 of 2005, 51 of 2010 and 177 of 2007.
	Licensed Area	927 acres
5.	Unit no.(residential plot)	B-B1/1
6.	Unit area	350 Sq. yards



7.	Date of allotment in favour of original allottee Dharam Kumar Grover.	23.06.2005
8.	Date of builder buyer agreement	Not executed.
9.	Due date of offer of possession	Not available.
10.	Possession clause in BBA	Not available.
11.	Total sale consideration (Annexure C-12 at page no. 21 of complaint)	₹ 13,19,937.5/-
12.	Amount paid by original allottee/complainant	₹ 15,11,912/-
13.	Offer of possession	No offer.

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT

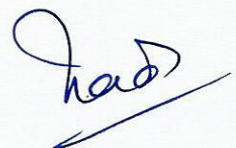
3. Facts of complaint are that original allottee Dharam Kumari Grover had booked a plot in the future project of the respondent by paying Rs 2,40,000/- on 31.01.2005. In support, booking receipt is attached as Annexure C-1. Following which plot no. B-B1/1 having area 350 sq yards in project 'TDI City, Kundli, Sonipat' was allotted in favor of original allottee vide allotment letter dated 25.04.2006. No date in specific has been mentioned pertaining to transfer of allotment rights of plot from original allottee to present complainant.
4. That against the said booking, the further amount was paid as under :-
 - a. Rs 56,875/- against receipt dated 29.07.2005 (Annexure C-5)
 - b. Rs 2,00,000/- against receipt dated 24.06.2006 (Annexure C-6)
 - c. Rs 56,875/- against receipt dated 24.06.2006 (Annexure C-7)



- d. Rs 56,875/- against receipt dated 24.06.2006 (Annexure C-8)
- e. Rs 1,53,587/- against receipt dated 17.08.2006 (Annexure C-9)
- f. Rs 1,29,938/- against receipt dated 17.08.2006 (Annexure C-10)
- g. Rs 2,88,225/- against receipt dated 28.02.2011 (Annexure C-11)

This amount was deposited by the complainant as cash but the receipt was issued in the name of erstwhile booking holder, as the rights were not endorsed in name of complainant. In this way, total amount of Rs 15,11,912/- is paid against the booking and allotment of plot.

5. That thereafter complainant purchased all rights against the said booking. Payment against the said purchase were duly paid to the erstwhile booking holder. Erstwhile booking holder duly executed the relevant documents as well as the original documents were handed over to the complainant. All such sale documents with details and particular of payment given by the complainant to the erstwhile booking holder are collectively annexed as Annexure C-13.
6. That thereafter on every visit of complainant to the office of respondent, the respondent had assured the complainant that booking rights will be transferred and possession of the allotted plot shall be given to the complainant on completion of development work. But till date the respondent has not transferred the entries in name of complainant and also not handed over the possession of the plot to the complainant. The respondent has not completed the project and failed



to develop the same as per schedule. Even after lapse of about 17/18 years of booking, the development of the said township is not completed. Respondent even did not offer the agreement against the booking or allotment.

C. RELIEF SOUGHT

7. Complainant in his complaint has sought following reliefs:
- i. Respondent may kindly be directed to give possession of the plot, get the sale deed registered and also to pay statutory interest on delayed period, by endorsing/transferring the entries and booking rights in the name of complainant.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 01.03.2024 pleading therein:

8. That due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely-TDI City, Residential plots at Kundli, Sonipat, Haryana. Part completion certificate for the said project-927 acres approx. with respect to the township has already been received on 23.01.2008, 18.11.2013 and 22.09.2017.
9. That the captioned complaint is not maintainable as per the provisions of RERA Act and HRERA Rules made thereunder.



10. That the present complaint is filed in the wrong name as there is no allottee in the name of "Smt. Parveen Kaur", the complainant herein has never stepped into shoes of Mrs. Dharam KR Grover.
11. That booking was made in name of Mrs. Dharam Kumari Grover and complainant herein claims that it was purchased from the original allottee, however said fact was never communicated to the respondent company neither by the original allottee nor the complainant had approached the respondent company to complete the necessary formalities in order to transfer the booking/allotment in name of complainant.
12. That respondent company could not be penalised for the negligence of the complainant or the original allottee. Hence, there exist no cause of action in favour of complainant to file this complaint and this complaint is liable to be dismissed in toto.
13. That when the respondent company commenced the construction of the said project, the RERA Act, 2016 was not in existence, therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. The Act penalizes the developers of the project much more severely than stipulated in the terms and conditions of the allotment of the said plot, signed and submitted by the complainant to the respondent company.



14. That the project was completed way before the RERA Act came into force and even the possession was offered before the enactment of RERA Act, the complainants cannot approach Ld. Authority for adjudication of its grievances. The said project does not fall under the ambit of RERA. That the provisions of RERA Act are to be applied prospectively. Therefore, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.
15. That original allottee herein is an investor and has accordingly invested in the project of the Respondent Company for the sole reason of investing, earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.
16. That vide letter dated 19.03.2019 respondent had already offered an alternative plot to the original allottee for the reason that actual plot booked by original allottee could not be completed/constructed by the respondent due to some unforeseen circumstances. It is the original allottee who is not coming forward to take over the same. Copy of letter is annexed as Annexure R-4.
17. That the present complaint is barred by Limitation.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

18. During oral arguments learned counsel for the complainant insisted upon possession of plot in question after endorsing the allotment



rights in favor of complainant. Learned counsel for the respondent reiterated arguments as were submitted in written statement. He further stated that no relation of allottee and promoter exists between the parties so complaint is liable to be dismissed.

F. ISSUES FOR ADJUDICATION

19. Whether the complaint is maintainable or not?
20. Whether the complainant is entitled to the relief sought or not?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

21. Admittedly, original allottee/respondent no. 2 had booked a plot in year 2005 in respondent's project-TDI City, Kundli, Sonipat. Following which allotment of plot no. B-B1/1 having area of 350 sq. yds was allotted in favour of original allottee on 23.06.2005. No builder buyer agreement got executed between the parties. An amount of Rs 15,11,912/- in total has been paid against the booking of unit in question to the respondent till year 2011. It is the stand of complainant that she purchased allotment rights of unit from original allottee in year 2008. However, endorsement to this effect has not been carried out by respondent till date. Requisite documents proving purchase of plot from original allottee is annexed as Annexure C-13 ranging from



page 23-31 of complaint. In order to resolve this dispute Authority had already passed few detailed orders. Details of which alongwith content are as follows:-

Order dated 13.05.2024

“Factual matrix of the case is that original allottee namely; Dharam Kumar Grover had booked a plot in respondent's project-TDI City, Kundli, Sonipat on 31.01.2006. Subsequent to said booking, he was allotted plot no. B-B1/1 having area 350sq yds on 23.06.2005. Thereafter, complainant purchased allotment rights of plot in question from original allottee on 12.03.2008. Grievance of the complainant is two fold; first, that she had requested several times to respondent to endorse transfer of plot in her favour but respondent did not pay heed to her requests. Second, respondent has not offered possession of plot in question till date. Hence, present complaint has been filed seeking possession and conveyance deed of plot in question alongwith delay interest and endorsement to be issued by respondent in favor of complainant.

Respondent in its written reply has submitted that complainant is not an allottee of respondent as no record of any payment/transfer of plot in her favor is available in its office. Further, it has been stated that fact of transfer of plot in question to complainant was never communicated to them by original allottee. In respect of possession of plot in question, it has been stated that a letter dated 19.03.2019 was issued to complainant informing her that due to reason beyond control of respondent they could not offer possession of plot booked, however complainant may come forward to accept alternate plot.

Today, ld. counsel for complainant requested that respondent be directed to endorse the booking of plot in favor of complainant on the basis of documents-affidavit/undertaking attached at page no. 23 -31 of complaint file. Further, he argued that in case of non-availability of plot in question, the respondent may offer his client alternate plot-similarly situated to the original plot in Block-B of project.



In reply to it, ld. counsel for respondent argued that no communication of any sort was ever made by original allottee in respect of transfer of allotment rights in favor of complainant. He informed that plot in question lies in the area of the project wherein dispute is going on with local farmers and despite serious efforts taken by respondent-builder, said dispute has not yet been resolved. So, possession of plot in question is not feasible. Further, he apprised the Authority that no alternate plot is available for allotment to complainant in project in question.

In these circumstances, Authority observes that complainant is relying upon documents-undated letter and affidavit cum undertaking of year 2008 attached at page no. 23-31 of complainant to get endorsement of plot in question executed in favor of complainant. But said documents are neither addressed to respondent nor signed/received by respondent. So, respondent cannot be forced to accept such documents to get endorsement done in favor of complainant. Complainant is directed to place on record better evidence to prove the fact that she has approached respondent numerous times for effecting endorsement in her favor but respondent refused to do so.

Fact remains that complainant derives her booking rights from one original allottee namely; Dharam Kumar Grover. Now the issue herein is that the respondent company does not have any document/data available in their record ascertaining that a booking had been transferred in favour of complainant to establish that complainant is an allottee of the project in question. In these circumstances, it becomes important that Dharam Kumar Grover be made a party to the present complaint to ascertain whether any allotment is transferred by him in favour of the complainant or not? Therefore, complainant is directed to implead Dharam Kumar Grover as a party to the present complaint. Said application should be filed within three weeks with a copy supplied to the opposite party.

Respondent is directed to file affidavit of current status of plot in question alongwith details of similarly situated plots out of available plots, if any, in the whole project. Said affidavit be filed within next 3 weeks with an advance copy supplied to complainant.



Case is adjourned to 16.09.2024 for final arguments."

Order dated 04.11.2024

"Ld. counsel for complainant stated that in compliance of order dated 13.05.2024, complainant had filed amended complaint on 27.05.2024 in the registry for impleading original allottee, Mr. Dharam Kumar Grover as party. Further, ld. counsel for respondent stated that documents in compliance of order dated 13.05.2024 had been filed in registry on 29.10.2024 with advance copy supplied to complainant. Further, he requested that original allottee be impleaded as party to complaint as respondent company is not having any records in the name of complainant.

In these circumstances, Authority observes that original allottee Mr. Dharam Kumar Grover is necessary party to ascertain allotment in favour of the complainant. Therefore, to adjudicate this case Authority deems it fit to issue notice to Mr. Dharam Kumar Grover and order him to appear on next date of hearing before this Authority either in person or through VC.

Case is adjourned to 17.02.2025."

Order dated 17.02.2025

" On the last date of hearing, i.e., 04.11.2024, Authority had observed that complainant had filed amended complaint in the registry on 27.05.2024 for impleading original allottee, Ms. Dharam Kumari Grover as party. Accordingly, notice dated 18.12.2024 was issued to Ms. Dharam Kumari Grover and same got delivered successfully on 20.12.2024.

As per office record, reply has not been filed by the original allottee till date.

Today, no one has put in appearance on behalf of original allottee. On the other hand, ld. proxy counsel for Adv. Shubhnit Hans apprised the Authority that an email has been sent on official mail id



of office seeking adjournment on the ground that arguing counsel is down with viral fever. His request is accepted.

Original allottee is directed to file reply within next 3 weeks with advance copy supplied to complainant as well as respondent. Case is adjourned to 07.04.2025."

22. As per office record, original allottee had neither put in appearance nor filed her reply till date. Complainant too till date has not filed better documents rather is relying upon Annexure C-13 ranging from page 23-31 of complaint which as such are undated documents/affidavit neither being signed nor received by respondent. Complainant has not placed on record any document proving that he has communicated with respondent for endorsement of allotment rights after purchase of unit in question from original allottee since year 2008. Infact, respondent in its written reply denies the status of allottee to the present complainant as there is no record pertaining to complainant's name for unit in question.

23. In these circumstances Authority is of the view that only an "allottee" is eligible to seek relief from the Authority under the RERA Act and rules and regulations. Perusal of file reveals that complainant has miserably failed to annex documents which establishes the allottee- builder relations of the complainant and the respondent in his complaint book. No copies of correspondence claims to have been made with the respondent have been attached with the complaint.

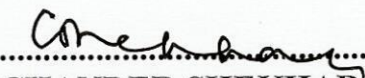


24. Under the Real Estate (Regulation and Development) Act, 2016 (RERA), Section 2(d) of RERA defines an allottee *"in relation to a real estate project, means a person to whom a plot, apartment or building, has been allotted or sold or otherwise transferred by the promoter, and also includes the person who subsequently acquires the said allotment through sale but does not include a person to whom the plot or apartment is given on rent."* For an individual to qualify as an "allottee" and seek protections and remedies under RERA, they must demonstrate a legal commitment from the developer, such as copy of allotment letter, an executed builder-buyer agreement or a similar formal contract that binds both the parties. In captioned complaint, the complainant has not provided any evidence or documentation that proves a formal agreement was executed between her and the respondent ;Or the respondent was presented with proper documents of purchasing of unit from original allottee but it is the respondent who intentionally did not endorsed the unit till date in favour of complainant. Without such an agreement/proper communication on record, there is no legal basis to substantiate that the complainant was formally allotted/purchased the property in respondent's project. Furthermore, the complainant has submitted only the basic pleadings in this case without attaching any supporting documents or annexures to substantiate the claims. In legal proceedings, supporting documents are essential to validate the facts presented in the pleadings and to provide concrete evidence of any



contractual or financial transactions, especially in claims related to real estate under the RERA Act. Without requisite documents, such as payment receipts issued in favour of complainant, communication records with the respondent, or any formal agreement or allotment letter, the complainant's assertions remain unverified. Especially in the present scenario wherein original allottee failed to appear for confirming the status of purchase of allotment rights by the complainant. The lack of annexure/document weakens the complainant's case, as it fails to provide the evidence necessary to prove a binding contractual relationship with the respondent or to establish eligibility for relief under RERA.

25. In the prevailing circumstances, Authority decides to dispose of the captioned **complaint as dismissed** on the grounds mentioned above. Hence, the complaint is accordingly **disposed of** in view of above terms with liberty to file it afresh with better documents if cause of action still survives. File be consigned to the record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]