



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1700 OF 2023

Ravi Goel

....COMPLAINANT

VERSUS

Parsvnath Developers Ltd.

....RESPONDENT

CORAM:

Parneet Singh Sachdev
Nadim Akhtar
Dr. Geeta Rathee Singh
Chander Shekhar

Chairman
Member
Member
Member

Date of Hearing: 03.07.2025

Hearing: 9th

Present:

Mr. Amit Gupta, representative of complainant through VC.
Ms. Rupali Verma, counsel for the respondent through VC.

ORDER (PARNEET S SACHDEV - CHAIRMAN)

1. Vide last order dated 06.03.2025, Authority directed as follows:

“After considering the submissions of both parties, the Authority directs as follows:

- i. Complainant is directed to appear physically on the next date of hearing for proper scrutiny of the forgery allegations, failing which the matter shall be decided on merits.*
- ii. Complainant is further directed to file the legal heir certificate of Mr. Ved Prakash Bhandari within 3 weeks in the registry with an advance copy be supplied to the respondent.*
- iii. In case of non-compliance, the matter will be decided on merits.*

2. Vide order dated 09.01.2025, Authority directed as follows:

“Respondent is directed to file the complete set of documents, including those alleged to be forged, along with any related records, within two weeks with an advance copy be supplied to the complainant.

Authority further observes that the issue of alleged forgery requires detailed scrutiny and, therefore, directs that the next hearing shall take place in physical mode. The complainant, Mr. Ravi Goel, is directed to ensure his presence for the said hearing”.

3. The stance of the Id. counsel for the complainants is that on 29.08.2006, Mr.

Ved Prakash Bhandari acquired the booking from Mr. R.L. Aggarwal and had his name substituted in the respondent's records. On 08.01.2014, the respondent demanded ₹16,38,500/- for offering possession of the plot. Mr. Ved Prakash Bhandari agreed to sell all his rights in the booking to the



complainant for ₹8,87,500/-, which included the total amount paid to the respondent by both Mr. Ved Prakash Bhandari and Mr. R.I. Aggarwal (the original allottee). The complainant made the demanded payment of ₹16,38,500/- to the respondent on 08.01.2014.

4. He further submitted in his complaint and during the hearing that on 14.01.2014, an Agreement to Sell was executed between Mr. Ved Prakash Bhandari and the complainant. After completing all transfer-related formalities, both the complainant and Mr. Bhandari attempted to submit the transfer documents to the respondent, but the respondent refused to accept them without any reason. Subsequently, on 26.11.2018, the complainant sent the transfer documents to the respondent via courier, which were returned without any explanation.
5. On the contrary, the stance of the Id. counsel for the respondent has been that there is no endorsement or official record in the respondent company's records establishing any interest or right of the complainant in the plot. She further submitted that the receipts in the company's records are in the name of Mr. Ved Prakash Bhandari, and in the absence of any official endorsement, the respondent cannot recognize any claim of the complainant at this stage without the presence of Mr. Ved Prakash Bhandari.
6. Today, the complainant submitted before the Authority that certain allegations of forgery have been raised by the respondent in the present matter. He further apprised the Authority that, upon recent visit to Ved



Prakash's house, he has come to know that Mr. Ved Prakash Bhandari, the predecessor-in-interest, is alive. Accordingly, he clarified that his earlier statement made during the previous hearing regarding the demise of Mr. Ved Prakash Bhandari was incorrect. In view thereof, he submitted that there is no requirement for furnishing a legal heir certificate as directed vide previous order.

7. After considering the submissions of both the parties and on perusal of file and as a matter of record, predecessor in interest i.e Mr. Ved Prakash Bhandari had never put in appearance till date. Complainant too till date has not filed better documents rather is relying upon Annexure P-6 to P-9 ranging from page 16-26 of complaint which as such are undated documents/affidavit neither being signed nor received by respondent and also an Agreement to sell annexed As annexure P-9 which is without any authorized seal or signature. 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 2014. 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.
8. 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.

9. 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.


10. In the captioned complaint, the complainant has not provided any evidence or documentation that proves a formal agreement was executed between her and the respondent or that the respondent was presented with proper documents of purchasing of unit from original/subsequent allottee but it is the respondent who intentionally did not endorse 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.



11. 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 subsequent allottee from whom allegedly complainant has purchased booking rights, 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.
12. Moreover, the allegations levelled by the respondent against the complainant regarding the forgery of the documents in question remained un rebutted. Despite having been granted an opportunity and being specifically directed to appear in person for verification and scrutiny of the said documents, the complainant failed to disprove or establish that the allegations made by the respondent were false or frivolous.

13. In the prevailing circumstances, Authority decides to dispose of the captioned complaint. Hence, the complaint stands **dismissed as non-maintainable** 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]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]