



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	315 of 2023
Date of filing:	08.02.2023
Date of first hearing:	13.04.2023
Date of decision:	07.08.2025

Anoop Malik S/o Shanti Lal Malik,
R/o H.No. 16R, Model Town,
Sonapat, Haryana

....COMPLAINANT

VERSUS

M/s Parsvnath Developers Ltd.
Registered Office at Parsvnath Tower,
Near Shahdara Metro Station, Shahdara,
Delhi: 110032

....RESPONDENT

W

CORAM: Parneet S Sachdev
Nadim Akhtar
Dr. Geeta Rathee Singh
Chander Shekhar

Chairman
Member
Member
Member

Present: - None for the complainant.
Ms. Rupali Verma, counsel for the respondent in person.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Present complaint dated 08.02.2023 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 fulfill 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 unit booked by complainant, the details of sale consideration, the amount paid by the complainant and details of project are detailed in following table:

S.No.	Particulars	Details
1.	Name of the project	Parsvnath City, Sonapat
2.	Date of booking by complainant	In the year 2005 by Original allottee
3.	Unit area	400 sq. yards (as per agreement to sell)
4.	Agreement to Sell (between original allottee and complainant)	23.07.2010
5.	Date of builder buyer agreement	Not executed
6.	Basic Sales Price	₹21,00,000/- (as per page-2 of the complaint)
7.	Paid up amount (by original allottee)	₹10,50,000/-
8.	Due date of possession	Not available
9.	Offer of possession	Not made

B. FACTS AS STATED BY THE COMPLAINANT

3. Facts of the complaint are such that the Respondent launched a residential township project under the name and style of "Parsvnath City" situated at Sonapat, Haryana, comprising residential plots of varying sizes for public sale in the year 2005. Mr. Baljeet Kaur, the original allottee, had booked a plot admeasuring 400 square yards in the said township at a basic sale price (BSP) of ₹5,250/- per square yard, thereby amounting to a total BSP of ₹21,00,000/-. In furtherance of the said booking, the original allottee paid an amount of ₹5,25,000/- at the time of booking on 21.02.2005, followed by an additional sum of



₹5,25,000/- on 19.01.2006, making the total amount paid as ₹10,50,000/-, i.e., 50% of the BSP. However, despite receipt of 50% of the sale consideration, the respondent failed to execute a Plot Buyer Agreement or allot the said plot in favour of the original allottee.

4. Thereafter, the complainant purchased all rights and interests of the original allottee with respect to the said booking. The complainant paid the mutually agreed consideration towards the said transfer, whereupon all necessary documents, including original payment receipts and booking papers, were duly executed and handed over to the complainant. The said documents evidencing the transfer of rights and interest in the booked plot are annexed herewith as **Annexure C/3**.
5. Pursuant to the said transfer, the complainant made repeated visits to the office of the respondent and was consistently assured that the booking rights would be transferred in her name and the allotment would be effected upon completion of internal development works. However, despite the lapse of approximately 16-17 years since the initial booking and payment, the respondent has neither transferred the said booking in favour of the complainant nor made any allotment, and the project continues to remain incomplete and undeveloped.
6. That the respondent had collected the booking amount in the year 2005 without having obtained the mandatory license from the Director, Town and Country Planning, Haryana, as required under the Haryana



Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976. It is only on 25.04.2006 that the requisite licenses, bearing License Nos. 878 to 894, were issued in respect of the said project. Hence, the acceptance of booking amount prior to grant of license is in clear violation of the statutory mandate, thereby rendering the initial acts of the respondent not only irregular but also unlawful.

C. RELIEF SOUGHT

7. The complainant in his complaint has sought following relief:-
 - i. To give directions to the respondent for refund of the payment made with 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 reply on 08.05.2023 pleading therein:-

8. The present complaint is not maintainable before this Hon'ble Authority for the reason that the complainant is not an allottee of the respondent company and the registration was merely an expression of interest towards the upcoming project of the respondent.
9. That the complaint is barred by limitation and this Hon'ble court does not have jurisdiction to entertain a time barred claim and in absence of

any pleadings regarding condonation of delay, this Hon'ble court could not have entertained the complaint in present form.

10. There is no 'agreement to sale' between the parties and therefore, relief sought under section 18 of the RERA, Act, 2016 is not maintainable.
11. There is no contravention of the Real Estate (Regulation and Development) Act, 2016 on behalf of the Respondent, hence the present complaint is not maintainable.
12. That the Hon'ble Tribunal in a similar appeal titled as "Savita Khaturia v. M/s Parsvnath Developers (P) Limited Appeal No. 193 of 2019", was pleased to dispose of the appeal filed for granting the possession of plot by an allottee upholding the direction rendered by the Ld. Regulatory Authority to refund the earnest amount along with interest.
13. That, on 21.02.2005, Mrs. Baljeet Kaur ("The Original Applicant") expressed his interest in the booking of a plot in any of the new/upcoming project of the respondent and paid ₹5,25,000/- towards the registration.
14. That neither location nor site of the project was confirmed therefore, the original applicant, while filling in the application form gave an undertaking that in case no allotment is made, and she shall accept the refund of the amount deposited by him. The relevant clause of the application form is mentioned here under:-



“(f) Though the company shall try to make an allotment but in case it fails to do so for any reason whatsoever, no claim of any nature, monetary or otherwise would be raised by me/us except that the advance money paid by me/us shall be refunded to me/us with 10% simple interest per annum.”

A copy of the application form dated 21.02.2005 signed and duly executed by the original applicant is annexed with reply as **Annexure R-1**.

15. That perusal of clause F of the application form would show that while proceeding ahead with the purchase, the original applicant has clearly understood that no allotment was made in her favour and she has further given an undertaking that in case no allotment is possible in future, he would accept refund with simple interest at the rate of 10% per annum.
16. That till date the original applicant has paid an amount of ₹10,50,000/- towards the registration of the plot in any of the upcoming project of the respondent company. A copy of the latest ledger is annexed as **Annexure R-2**.
17. That it is averred by the respondent that no demand was raised by the respondent company from the original applicant after the year 2006 which establishes the fact that no project was allotted to Mrs. Baljeet Kaur (the original applicant) and registration was merely an expression of interest in any of the upcoming project of the respondent and the



money/payment receipts in the favour of Mrs. Baljeet Kaur would show that necessary ingredients of an agreement much less a valid contract is conspicuously missing. Moreover, the receipts annexed with the present complaint explicitly state that the payment is made as an advance against 'present and future projects' and this fact is in the knowledge of the original applicant.

18. That, the complaint filed by the complainant before this Hon'ble Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The complainant has misdirected themselves in filing the above captioned complaint before this Hon'ble H-RERA, Panchkula as the relief (s) claimed by the complainant does not even fall within the realm of jurisdiction of this Hon'ble Authority, Panchkula as there is neither any allotment nor any agreement to sale which can be adjudicated by this Hon'ble Authority.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

19. During oral arguments, Id. counsel for the respondent appeared and none appeared on behalf of the complainant so the submissions made by the complainant in his written complaint are taken into consideration.



F. ISSUES FOR ADJUDICATION

20. Whether the complainant is entitled to refund of amount deposited by him along with interest in terms of Section 18 of Act of 2016?

G. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

21. Upon consideration of the material placed on record and in light of the earlier directions issued vide order dated 26.07.2023, Authority observes that the complainant has failed to comply with the directions requiring submission of documentary evidence to establish that he had duly applied to the respondent for transfer of allotment rights in his favour, and that the original allottee, Mrs. Baljeet Kaur, had consented to such transfer. The operative part of the earlier order dated 26.07.2023 is reproduced below for reference:-

"4. In the aforesaid situation, the present complaint can proceed only if the complainant produces documents revealing that he had duly applied to the respondent for transfer of allotment rights in his favour and Baljeet Kaur had agreed for such transfer in his name. An opportunity is being granted to the complainant to file the necessary documents to establish/prove that he communicated the transfer to the promoter and requested for endorsement in his favour but it is the respondent who has maliciously defaulted in making the endorsement in favour of the complainant who is the subsequent allottee".

22. Despite the opportunity granted, the complainant has not filed any relevant or admissible documents evidencing the alleged transfer or any correspondence with the respondent seeking endorsement of allotment



rights in his name. The complainant continues to rely solely upon Annexures C-1 to C-3, including an Agreement to Sell, which is neither executed with the respondent nor bears any authorized seal or signature rather all documents are signed by original allottee and bears no signatures of the complainant. Hence, this agreement is merely executed between the complainant and the predecessor-in-interest, and in absence of any formal recognition or endorsement by the respondent, such private arrangement does not constitute a legally binding allotment in the eyes of the Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.

23. The respondent, in its written submissions, has categorically denied the status of the complainant as an allottee, asserting that there is no record available in respect of the complainant's name for the unit in question. The complainant has not placed on record any material to rebut such contention, nor has he produced any document evidencing a builder-buyer relationship between him and the respondent.
24. Under Section 2(d) of the RERD Act, 2016, the term "allottee" includes not only a person to whom a unit has been originally allotted or sold by the promoter, but also a person who acquires the said allotment through subsequent sale. However, in order to claim such status, the subsequent purchaser, allegedly the complainant in the present case, is required to produce documents evidencing that the promoter was duly informed of



the transfer and that the necessary endorsement was either sought or obtained. In the absence of such documentation, the complainant cannot be recognised as an "allottee" within the meaning of the Act.

25. In the present case, there is no executed agreement between the complainant and the respondent, nor any communication record or endorsement request. No payment receipts or other documentation evidencing a binding contractual relationship have been filed. The predecessor-in-interest has also not appeared to confirm the alleged transaction or the complainant's claim as subsequent allottee. The complainant has filed only basic pleadings without attaching any supporting documents.
26. It is pertinent to note that in proceedings under the RERD Act, it is essential to submit documentary evidence such as payment receipts, communication records with the promoter, or formal allotment documents. The absence of such evidence renders the complainant's assertions unverified. Additionally, the absence of confirmation from the alleged transferor (respondent) further weakens the claim.
27. In view of the above and considering the lack of essential documents required to establish locus standi and entitlement under the RERA framework, the Authority finds no merit in proceeding further. Accordingly, the complaint stands dismissed with liberty to the

complainant to file afresh with complete and appropriate documentation, provided the cause of action continues to subsist.

File be consigned to the record room after uploading of the order on the Authority's website.

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CHANDER SHEKHAR
[MEMBER]

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DR. GEETA RATHEE SINGH
[MEMBER]

.....
NADIM AKHTAR
[MEMBER]

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PARNEET S SACHDEV
[CHAIRMAN]