



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	1150 of 2024
Date of filing:	20.09.2024
Date of first hearing:	21.11.2024
Date of decision:	07.08.2025

Ajay Mehra S/o Late Sh. Chander Kumar Mehra,  
R/o C-57, Suncity, Golf Course Road, Sector-54,  
Gurgaon, Haryana-122011

....COMPLAINANT

VERSUS

Parsvnath Developers Ltd.  
(Through its Chairman/ Managing Director)  
Registered Office at Parsvnath Tower,  
Near Shahdara Metro Station, Shahdara,  
Delhi: 110032

....RESPONDENT

<b>Complaint no.:</b>	<b>1152 of 2024</b>
<b>Date of filing:</b>	<b>20.09.2024</b>
<b>Date of first hearing:</b>	<b>21.11.2024</b>
<b>Date of decision:</b>	<b>07.08.2025</b>

Sunil Rai S/o Late Sh. PK Rai,  
R/o A-9, P.N.B Bank, Kirti Nagar  
Ramesh Nagar H.O. West Delhi  
Delhi- 110015

....COMPLAINANT

VERSUS

Parsvnath Developers Ltd.  
(Through its Chairman/ Managing Director)  
Registered Office at Parsvnath Tower,  
Near Shahdara Metro Station, Shahdara,  
Delhi: 110032

....RESPONDENT

<b>Complaint no.:</b>	<b>1157 of 2024</b>
<b>Date of filing:</b>	<b>20.09.2024</b>
<b>Date of first hearing:</b>	<b>21.11.2024</b>
<b>Date of decision:</b>	<b>07.08.2025</b>

Sunil Rai S/o Late Sh. PK Rai,  
R/o A-9, P.N.B Bank, Kirti Nagar  
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....COMPLAINANT

VERSUS

Parsvnath Developers Ltd. (Through its Chairman/ Managing Director)  
Registered Office at Parsvnath Tower,  
Near Shahdara Metro Station, Shahdara,  
Delhi: 110032

....RESPONDENT

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

**Chairman**  
**Member**  
**Member**  
**Member**

**Present: -** Mr. Arnav Sethi, counsel for the complainant through VC.  
Ms. Rupali Verma, counsel for the respondent in person.

**ORDER (PARNEET S SACHDEV- CHAIRMAN)**

1. Above captioned complaints are taken up together for hearing as these complaints involve similar issues and are related to the same project of the respondent. This final order is being passed by taking the Complaint No. 1150/2024 as the lead case.
2. Present lead complaint dated 20.09.2024 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**

3. 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	Present and Future projects; Location: Parsvnath City, Sonapat
2.	Date of booking by complainant	In the year 2004
3.	Unit area	300 sq. yards (Pg-4 complaint)
4.	Date of allotment	Allotment not made
5.	Date of builder buyer agreement	Not executed
6.	Basic Sales Price	₹10,80,000/- (as per page-5 of the complaint)
6.	Amount paid by complainant	₹5,40,000/-
7.	Due date of possession	Cannot be ascertained
8.	Offer of possession	Not made

**B. FACTS AS STATED BY THE COMPLAINANT**

4. Facts of the complainant's case are that in the year 2004, the complainant was in search of a residential plot and came across the representations and advertisements issued by the respondent in relation to its ongoing and proposed real estate projects, including a proposed township project at Sonapat, Haryana.
5. That upon inquiry, the respondent informed the complainant about its present and future residential development plans in Sonapat, wherein it



was offering residential plots of various sizes, including plots admeasuring 300 sq. yards, 400 sq. yards, and 500 sq. yards.

6. That relying upon the representations, assurances, and promises made by the respondent regarding the proposed township project at Sonapat, the Complainant booked a residential plot admeasuring 300 sq. yards in the year 2004. The agreed rate of the plot was Rs.3,600/- per sq. yard, making the total basic sale price of the plot Rs.10,80,000/-.
7. That the complainant paid a sum of Rs.1,75,000/- (Rupees One Lakh Seventy-Five Thousand Only) as advance towards registration of the aforesaid plot through cheque bearing No. 606877 dated 24.08.2004, drawn on Centurion Bank Ltd., New Delhi branch. The respondent issued a receipt dated 25.08.2004 bearing No. PC000779 and assigned a customer code bearing No. PS/A0091 to the complainant. A copy of the said receipt is annexed herewith as **Annexure A1**.
8. That subsequently, the respondent, vide its letter dated 07.12.2005, demanded a further sum of Rs. 3,65,000/- (Rupees Three Lakhs and Sixty-Five Thousand Only) from the complainant in order to prioritize the complainant's name for allotment of a residential plot in the proposed township project. A copy of the said letter is annexed herewith as **Annexure A2**.
9. That in compliance with the aforesaid demand, the complainant paid the said amount of Rs.3,65,000/- through two cheques: (i) Cheque No.



239287 dated 22.12.2005 for Rs.1,80,000/- drawn on State Bank of Patiala, New Delhi branch; and (ii) Cheque No. 441891 dated 24.12.2005 for Rs.1,85,000/- drawn on State Bank of India, New Delhi branch. The Respondent issued receipts bearing Nos. PC002313 and PC002494, dated 22.12.2005 and 24.12.2005, respectively. Copies of the said receipts are annexed herewith as **Annexures A3 and A4**.

10. That in total, the complainant has deposited an amount of Rs.5,40,000/- (Rupees Five Lakhs Forty Thousand Only) with the respondent, which constitutes approximately 50% of the agreed sale consideration of the plot.
11. That to the utter shock and dismay of the Complainant, despite having paid the substantial amount as demanded by the Respondent, no buyer's agreement has been executed nor has any allotment of plot been made in favour of the Complainant till date.
12. That the Complainant has made several attempts to contact the Respondent through telephonic conversations and personal visits, requesting either the allotment of the agreed plot or refund of the deposited amount along with interest. However, the Respondent has failed to respond or take any action.
13. That it is submitted that the demand for Rs. 3,65,000/- made by the Respondent on the pretext of prioritizing the Complainant's allotment



was deceptive and appears to be a means to extort additional money from the Complainant, without any real intention to allot the plot.

14. That even after the passage of more than 20 years from the date of booking, no allotment has been made nor has any progress or update regarding development of the project been communicated to the Complainant by the Respondent.
15. That the failure on part of the Respondent to allot and deliver possession of the plot clearly demonstrates gross deficiency in service and unfair trade practices. The Respondent, by making false promises and representations, has misled and cheated the Complainant, thereby causing irreparable financial and emotional loss to the Complainant.
16. That in view of the above facts, the Complainant is entitled to a refund of the entire deposited amount along with interest, penalty, and compensation for the loss of opportunity to acquire a residential plot. It is submitted that the market rate of the plot at present is approximately Rs.40,000/- per sq. yard, and the Complainant has suffered substantial loss due to the inaction of the Respondent.
17. That the cause of action in the present case is continuing and recurring in nature, as the Respondent has persistently failed to allot and hand over the possession of the plot admeasuring 300 sq. yards, despite receiving substantial payment from the Complainant.





18. That the land in question is situated in Sonapat, Haryana, and hence this Hon'ble Real Estate Regulatory Authority has the territorial jurisdiction to entertain and adjudicate the present complaint.
19. That the Complainant reserves his right to initiate appropriate proceedings before the Hon'ble Adjudicating Officer for seeking compensation, litigation expenses, and any other reliefs in respect of the subject plot in accordance with law.

**C. RELIEFS SOUGHT**

20. The complainant in his complaint has sought following reliefs:-
- i. To give directions to the respondent for refund of the payment made in lieu of plot till date along with the prescribed rate of interest as per the provisions of RERA Act.
  - ii. Any other relief which this Hon'ble Authority deem fit and appropriate in view of the facts and circumstances

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned counsel for the respondent filed reply on 04.12.2024 pleading therein:-

21. 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.





22. 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.
23. There is no 'agreement to sale' between the parties and therefore, relief sought under section 18 of the RERA, Act, 2016 is not maintainable.
24. 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.
25. 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.
26. That the name of Chairman and Managing Director ought to be omitted from the arrays of the complainant because they both are not functioning in their personal capacity in the organization.
27. That, on 25.08.2004, Mr. Ajay Mehra ("The Original Applicant") expressed his interest in the booking of a plot in any of the new/upcoming project of the respondent and paid ₹1,75,000/- towards the registration.



28. 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 25.08.2004 signed and executed by the original applicant is annexed with reply as **Annexure R-1**.

29. 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 his favour and he has further given the undertaking that in case no allotment is possible in future, she would accept refund with simple interest at the rate of 10% per annum.
30. That, the complainant had paid ₹5,40,000/- till date to the respondent company. A copy of the ledger dated 16.10.2024 is annexed as **Annexure R-2**.
31. That it is averred by the respondent that no demand was raised by the respondent company from the original applicant after the year 2005 which establishes the fact that no project was allotted to the



complainant and registration was merely an expression of interest in any of the upcoming project of the respondent.

32. That, in absence of any agreement to sale, the complainant is bound by the terms & conditions of the application form duly signed by the complainant.
33. That it is averred that the money receipts relied upon do not disclose the essential elements of a concluded agreement, much less a valid and enforceable contract. The receipts annexed with the present complaint do not mention any specific plot number, plot size, or identification of the project. On the contrary, they explicitly state that the payment is made as an advance against 'present and future projects'.
34. 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.
35. That, the complainant is not an allottee of the respondent company as per Section 2 (d) of the RERA Act of 2016 as the registration was mere



an expression of interest towards the upcoming project of the respondent.

36. That, the respondent has prayed that the complaint may kindly be dismissed in view of above said submissions.

**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

37. During oral arguments, ld. counsels appeared on behalf of both parties who reiterated their arguments as were submitted in writing. Learned counsel for complainant submitted that complainant is willing to accept refund of the amount deposited by him along with interest. Learned counsel for respondent also stated that respondent does not have any plot available with them to be offered to complainant, but is ready to refund the amount.

**F. ISSUES FOR ADJUDICATION**

38. 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**

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



39. The respondent has taken a stand that present complaint is not maintainable for the reason that complainant is not an allottee of the respondent company and registration was merely an expression of interest towards future project of respondent. Before adjudicating upon said issue, Authority refers to the definition of allottee.

*“Section 2(d): Allottee: in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.”*

From a bare perusal of the definition of the term “allottee”, it is clear that the transferee of an apartment, plot or building who acquired it by “any mode” is an allottee. This may include allotment, sale, transfer, as consideration of service, by exchange of development rights, or by any other similar means. A perusal of all the terms and conditions and customer ledger issued by the respondent company annexed as Annexure R-2 in reply, reveals that the applicant had paid a sum of ₹5,40,000/- for purchasing a plot measuring 300 sq. yards in the present and future project of respondent and it was agreed between the parties that respondent shall allot a residential plot to complainant and in case he fails to do so for any reason whatsoever, advance money paid by complainant shall be refunded to her with 10% interest per annum.



40. The fact that the respondent had accepted subsequent payments from the complainant apart from the initial booking amount as evidenced by the receipts (accepted by the respondent) clearly shows that respondent had recognised the original applicant as his allottee. Mere fact that allotment letter for a "particular/specific unit" was not issued does not mean that the complainant was not an allottee of the respondent. The application form of the complainant, accepted by the respondent clearly mentions the fact of sale of a plot with an agreed price which is mentioned as ₹400/- per sq. yard, the area mentioned as 300 sq. yards etc.
41. The definition of "agreement for sale" as provided in Section 2(c) means an agreement entered into between the promoter and the allottee. The definition is not restricted to execution of a builder buyer agreement. The agreement may be in any form/mode. It is natural that in a situation where promoter agreed in the application form to give a plot in a "future project", it would not have been possible to allot a specific plot no. in the application form itself. Furthermore, there is nothing in the application form to show that the allotment will be by way of any draw, first come first serve basis, or by any other mode and the complainant was denied allotment of a specific unit after following that process.



42. Therefore, documents available on record, clearly show that complainant booked a plot in respondent's present and future project and respondent had agreed for 'sale of a plot'. Accordingly, the complainant was very much an allottee. Hence, objection of respondent that complaint is not maintainable.
43. The respondent further states that no specific time period has been provided for handing over possession of the plot. Keeping in mind such a situation the the Hon'ble Apex Court in 2018 STPL 4215 SC titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr** has held that 3 years time period would be deemed to be a reasonable time period to deliver the plot to an allottee. Therefore, the deemed date of possession works out to be 24.08.2007 as the date of advance payment was 24.08.2004. However, possession has not been offered till date. Respondent has also expressed its inability to offer possession. Therefore, the Authority holds that as per section 18(1) the complainant-allottee is entitled to refund of the amount paid along with interest. Section 18(1) of the RERA Act of 2016 is reproduced below:

*18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,— (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under*





*this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*

44. Complainant is interested to withdraw from the project and has clearly demanded refund. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

*"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub. sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".*

The legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is



reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases. Consequently, as per website of the state Bank of India i.e. <https://sbi.co.in>, the marginal cost of lending rate (in short MCLR) as on date i.e. 07.08.2025 is 8.90%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.90%.

45. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

*(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation.-For the purpose of this clause-*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;*

Accordingly, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainant the paid amount of ₹5,40,000/- in complaint no.1150 of 2024 as well as in complaint no. 1152 of 2024 & ₹5,15,000 in



complaint no.1157 of 2024 with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.90% (8.90% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amount along with interest calculated at the rate of 10.90% till the date of this order and said amount works out to ₹17,21,258/- in complaint no. 1150/2024, ₹17,21,091/- in complaint no. 1152/2024 and ₹16,18,601/- in complaint no. 1157/2024 as per details given in the tables below:

**Complaint no. 1150/2024**

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 07.08.2025
1.	1,75,000	25.08.2004	39,99,48
2.	1,80,000	22.12.2005	3,85,358
3.	1,85,000	24.12.2005	3,95,952
3.	Total= 5,40,000/-		Total= ₹11,81,258/-
	<b>Total Payable to complainant</b>	5,40,000+11,81,258=	<b>₹17,21,258 /-</b>



**Complaint no. 1152/2024**

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 07.08.2025
1.	1,75,000	25.08.2004	3,99,948
2.	3,15,000	24.12.2005	6,74,189
3.	50,000	28.12.2005	1,06,954
3.	Total= 5,40,000/-		Total= ₹11,81,091/-
	<b>Total Payable to complainant</b>	5,40,000+11,81,091=	<b>₹17,21,091/-</b>

**Complaint no. 1157/2024**

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 07.08.2025
1.	10,000	28.08.2004	22,845
2.	1,80,000	22.12.2005	3,85,358
3.	3,25,000	26.12.2005	6,95,398
3.	Total= 5,15,000/-		Total= ₹11,03,601/-
	<b>Total Payable to complainant</b>	5,15,000+11,03,601=	<b>₹16,18,601/-</b>

**H. DIRECTIONS OF THE AUTHORITY**

46. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

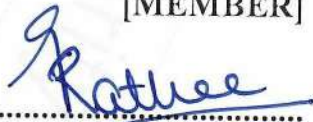


(i) Respondent is directed to refund the entire paid amount with interest to the respective complainants in all the captioned complaints taken together as bunch keeping 1150/2024 as lead case, as calculated in Para 45 and aforementioned tables of this order. It is further clarified that respondent will remain liable to pay the interest to the complainant till the actual realization of the above said amounts.

(ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

47. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.

.....  
CHANDER SHEKHAR  
[MEMBER]

.....  
DR. GEETA RATHEE SINGH  
[MEMBER]

.....  
NADIM AKHTAR  
[MEMBER]

.....  
PARNEET S SACHDEV  
[CHAIRMAN]