



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1921 of 2024
Date of filing:	16.12.2024
Date of first hearing:	06.02.2025
Date of decision:	15.05.2025

Dinesh Panwar & Meenakshi Panwar
Both R/o House no. 3165, Sector-23, Catarpuri,
Gurgaon, Haryana-122017

....COMPLAINANTS

VERSUS

DLF Homes Panchkula Pvt Ltd
Regd. Office- 2nd floor, DLF Gateway Tower, DLF City
Phase-III, National Highway-8, Gurugram
Haryana-122002

....RESPONDENT

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

Present: Mr. Narender Yadav, Counsel for the complainants through VC.
Mr. Kunal Dawar, Counsel for the respondent through VC

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Facts of the instant case are that complainants booked the commercial plot no. CEN-C-008 at 'DLF Valley, Panchkula', Haryana having area 63 sq. mtrs. by paying Rs 30 lacs on 14.12.2021. In furtherance of it, allotment letter for said plot was issued by the respondent on 30.12.2021. Copy of the allotment letter is annexed as Annexure C-1. Said allotment letter mentioned plot no. as 'CEN-C-005'. The complainants requested the respondent to change the plot n. from 5 to 8. Accepting said request, the respondent issued another allotment letter dated 31.12.2021 for plot no. CEN-C-008. Copy of allotment letter dated 31.12.2021 is annexed as Annexure C-2. Total cost of the plot was fixed at Rs 94,56,174/- (@ Rs 1,49,500/- per sq. yds) and the complainants had paid Rs 30,00,000/- on 14.12.2021. Copy of payment receipt is annexed as Annexure C-3.
2. That plot buyer agreement was not executed between the parties. Respondent cancelled/terminated the said commercial plot on 06.08.2022 without giving any reason in the termination letter. Complainants approached the respondent with regard to cancellation letter. Respondent informed them that the complete project is scrapped without disclosing the reason. Copy of termination letter is attached as Annexure C-4. Thereafter, respondent remitted the amount of Rs 30 lacs vide two DD No. 519129 and 519130 dated



06.08.2022 of ICICI Bank without delayed interest. Complainants accepted the DD with a bonafide apprehension that the project was shelved/scrapped.

3. That the complainants came to know that the project was scrapped with a reason that the complete project was sold out in day or two at the price of Rs 1,49,500/- per sq. yds and respondent realized that the asking price of the plots in question were very less and with a intention to make more money, the commercial project was scraped and the same project was launched with a very higher rate @ Rs 4,25,000/- per sq. yds and total sale price of the plot is now fixed at Rs 5,35,50,000/-. Complainants approached the respondent after coming to know the re-launching of the same project at higher rates and confronted the officials with regard to their indulgence in fraudulent practice while cancelling the units just to make more money while scrapping the same project which was launched in lesser price. Accordingly, complainants requested the respondent in January,2024 to re-allot the unit no 8 to the complainants at same price of Rs 1,49,500/- per sq. yds but all in vain. Complainants are ready to deposit the complete amount as per previous allotted rate and undertake to abide by the terms and conditions of the previous allotment letter.

4. That the complainants prays for following reliefs:-



- i. Issue an order/direction to set aside the termination letter dated 06.08.2022 which was issued illegally, arbitrarily, unilaterally and without following the natural justice.
 - ii. Issue an order/direction to the respondent to handover the physical possession of the plot no. CEN-N-008 in the project "The Valley Central" at DLF Valley, Pinjore Kalka Urban Complex Sector-3, Village Bhagwanpur, Tehsil Kalka, District Panchkula, Haryana after receiving the completion certificate and occupation certificate from the concerned authority and execute the conveyance deed of the above mentioned unit in favor of the complainants under Section 17(1) and 18 (1) of the Real Estate (Regulation and Development) Act, 2016.
 - iii. Issuance of any other direction, order of directions which this Hon'ble Authority may deem fit and proper in the peculiar facts and circumstances of the case.
5. Respondent had filed its detailed reply in registry on 12.03.2025 stating that :-
- i. That the complaint is not maintainable as complainant is estopped by his own act and conduct after having accepted complete refund without any protest two years ago.
 - ii. That the complainant initially approached the respondent to book a commercial plot in project named "The Central Valley" at DLF Valley



Panchkula. Thereafter, respondent vide allotment letter dated 30.12.2021 allotted commercial plot to the complainant in said project. It is pertinent to mention here that that allotment letter very specifically stated that "*Allotment of the commercial plot shall become definitive only after execution of the Agreement for Sale*". As per Black's Law dictionary meaning of the word 'definitive' means conclusive, final or completed. However, before the commercial plot buyer agreement could be executed looking at low potential demand for commercial plots the promoter decided to scrap the project and refund the amount to all the allottees. Therefore, the allotment letter never became defective, i.e. conclusive.

- iii. That in practical sense "cancellation due to scrapping of a project" means that a project has been abandoned because the decision makers have decided it is no longer viable or necessary to continue. This usually happens due to significant changes in circumstances like economic factors, new regulations, technological advancements or a shift in company priorities, making the project feasible. Moreover, the complainants were refunded the complete amount vide demand draft no. 519129 and 519130 dated 06.08.2022 which were accepted and encashed by the complainants without any protest. Said fact stands



admitted by the complainants in para 11 of the complaint. Copy of demand drafts are annexed as Annexure R-1.

- iv. That the complainants had already received a full refund for the commercial plot in question in the project which was scrapped, thereby nullifying all claims arising from the original allotment dated 31.12.2021. Present complaint appears to be baseless and is an attempt to make unwarranted claims despite the complainants having accepted complete reimbursement without any protest.
- v. That it would be worth mentioning here that all units of the scrapped project were cancelled and the allottees were refunded the whole amount paid by them. Copy of cancellation letters of all the allottees of the scrapped project are annexed as Annexure R-7.
- vi. Now complainants after accepting refund of whole paid amount cannot in any way claim the right over an units in the new project because the previous project of commercial plots was scrapped. Complainants does not have any rights what whatsoever over on the unit in the new project consisting of built up commercial units sold as floor wise.
- vii. Present complaint is filed by the complainants after delay of 2 years from the date of accepting refund with malafide intention to extort more money and unnecessarily harass the respondent.



6. Today, ld. counsel for complainants argued that complainants are ready to make payment of remaining balance amount towards allotment of commercial plot in question. He further argued that respondent did not scrap the project, only one row of same project has been made SCOs with basement. Practically, there is no change in the new launched project. In rebuttal, ld. counsel for respondent reiterated the submissions as made in written statement. He argued that complainants are neither allottees nor any builder buyer agreement got executed with them till date.
7. Authority has posed a specific query to the complainants to refer to documentary evidence proving that they are still allottees of respondent. To this, he has referred to allotment letter dated 31.12.2021. As such, said allotment letter has already been cancelled vide cancellation letter dated 06.08.2022 as the project itself has been scrapped.
8. Upon examination of the case in hand, Authority observes that the parties admit allotment of unit no. CEN-C-008 vide letter dated 31.12.2021 in favor of complainants. Thereafter, unit was cancelled vide cancellation letter dated 06.08.2022 and amount of Rs 30 lacs was refunded vide demand draft no.519129 and 519130 dated 06.08.2022. Said demand drafts were duly accepted by the complainants in year 2022 without any protest. Now, after expiry of time period of two years, complainants want restoration of



commercial plot no. CEN-C-008 in their favor. Ground taken by the complainants for seeking such relief is that respondent has not scrapped the project but only made changes in one row of same project and re-launched it again. No documentary evidence in support of said plea has been attached in complaint file.

9. The RERD Act clearly stipulates that an "allottee" is eligible to seek relief from the Authority under the Act.
10. Under the Real Estate (Regulation and Development) Act, 2016 (RERA), Section 2(d) of RERA defines an allottee *"is a person to whom something, such as land, shares, or a property, is allotted or assigned. In the context of real estate, it refers to the individual to whom a plot, apartment, or building has been allotted, sold, or otherwise transferred by the promoter. This also includes someone who subsequently acquires the property through sale or transfer."*


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 valid allotment letter, an executed builder-buyer agreement or a similar formal contract that binds both the parties.

11. In captioned complaint, relationship and obligations of parties (complainant as allottee and respondent as promoter) stands concluded between the parties in year 2022 as discussed above. The entire project has been scrapped by the Builder and has been replaced with a new project with a fresh license.



Therefore, all reliefs sought by the complainants in para 4 of the order are similarly non-maintainable.

12. Authority accordingly disposes off the captioned **complaint as dismissed** on the ground mentioned above. File be consigned to the record room after uploading of the order on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


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DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]


.....
PARNEET S SACHDEV
[CHAIRMAN]