



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	279 of 2024
Date of filing:	28.02.2024
Date of first hearing:	04.06.2024
Date of decision:	21.08.2025

Malam Singh S/o Balbir Singh,
R/o Village Rcwara, Tehsil Gohana, Riwara (70)
Sonapat, Haryana-131409

....COMPLAINANT

VERSUS

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

....RESPONDENT

W

Complaint no.:	282 of 2024
Date of filing:	28.02.2024
Date of first hearing:	04.06.2024
Date of decision:	21.08.2025

Anita Devi W/o Rakesh Dabas,
R/o Flat No. 488, Rose Wood Apartments, Sector 13, Pocket A
Phase 2, Dwarka, New Delhi-11078
....COMPLAINANT

VERSUS

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

....RESPONDENT

Complaint no.:	297 of 2024
Date of filing:	28.02.2024
Date of first hearing:	04.06.2024
Date of decision:	21.08.2025

Kanta Rani W/o Vinod Kumar,
R/o H. No. 32A, Ext. 2, Nangloi, Nilothi
District West Delhi, Delhi

....COMPLAINANT

VERSUS

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

....RESPONDENT



Complaint no.:	299 of 2024
Date of filing:	28.02.2024
Date of first hearing:	04.06.2024
Date of decision:	21.08.2025

Sunil Kumari W/o Sh. Ashok Kumar,
R/o H.No. 208D/29, Ram Gopal Colony
Rohtak, Haryana-124001

....COMPLAINANT

VERSUS

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

....RESPONDENT

Complaint no.:	300 of 2024
Date of filing:	28.02.2024
Date of first hearing:	04.06.2024
Date of decision:	21.08.2025

Ombus Devi W/o Sh. Parkash Singh,
R/o H.No. 1519/34, Jhajhar Road, Sheetal Nagar
Rohtak, Haryana-124001

....COMPLAINANT

VERSUS

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

....RESPONDENT

Complaint no.:	308 of 2024
Date of filing:	28.02.2024
Date of first hearing:	04.06.2024
Date of decision:	21.08.2025

Shree Om S/o Sh. Azad Singh,
R/o 2443, Lakhan Majra (96)
Rohtak, Haryana-124514

....COMPLAINANT

VERSUS

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

....RESPONDENT

Complaint no.:	301 of 2024
Date of filing:	11.03.2024
Date of first hearing:	30.07.2024
Date of decision:	21.08.2025

Seema Malik W/o Capt. Narender Malik,
R/o 1381, HUDA, Sector 3
Rohtak, Haryana-124001

....COMPLAINANT

VERSUS

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

....RESPONDENT

Complaint no.:	311 of 2024
Date of filing:	11.03.2024
Date of first hearing:	30.07.2024
Date of decision:	21.08.2025

Moorti Kharb W/o Sh. Jagdish Kumar Kharb,
R/o H.No. 951, Near Monkey Park, Sector 1,
Rohtak, Haryana-124001

....COMPLAINANT

VERSUS

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

....RESPONDENT

Complaint no.:	312 of 2024
Date of filing:	11.03.2024
Date of first hearing:	30.07.2024
Date of decision:	21.08.2025

Sunita Gupta W/o Sh. Jai Prakash Gupta,
R/o 907, Police Post, Sector 6, Bahadurgarh,
Jhajjar, Haryana-124507

....COMPLAINANT

VERSUS

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

....RESPONDENT

W

Complaint no.:	923 of 2024
Date of filing:	15.07.2024
Date of first hearing:	27.08.2024
Date of decision:	21.08.2025

Ashok Kumar S/o Sh. Brahmanand,
R/o 96/29, Vasant Vihar,
Rohtak, Haryana-124001

....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** **Chairman**
Nadim Akhtar **Member**
Dr. Geeta Rathee Singh **Member**
Chander Shekhar **Member**

Present: - None for the complainant.
None for the respondent.

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. 279/2024 as the lead case.
2. Present lead complaint dated 28.02.2024 has been filed by complainant under Section 31 of the Real Estate (Regulation & Development) Act,

M

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;
2.	Date of booking by complainant	In the year 2012
3.	Unit area	240 sq. yards
4.	Date of endorsement to complainant by the predecessor (subsequent allottee)	19.06.2012 (Annexure C/2, Page no. 17)
4.	Date of allotment	Allotment not made
5.	Date of builder buyer agreement	Not executed
6.	Basic Sales Price	₹5,40,000/- (240 sq. yards × ₹2250/- sq. yard)
6.	Amount paid by complainant	₹81,000/-
7.	Due date of possession	2014 (as per page no. 6 of the complaint)
8.	Offer of possession	Not made



B. FACTS AS STATED BY THE COMPLAINANT

4. Facts of the complainant's case are that the complainant is employed as an Assistant Sectional Officer in the Ministry of Urban Development and had purchased the subject plot for his bona fide residential use, intending to construct his house thereon in Rohtak, Haryana. The complainant has been unlawfully deprived of allotment and possession of the said plot since its booking in 2012.
5. That originally, one Mr. Sandeep Kumar booked a residential plot admeasuring 240 sq. yards @ ₹2,250/- per sq. yard for a total sum of ₹81,000/- with the Respondent in January 2010 vide Receipt No. RT000843. Said Mr. Sandeep Kumar subsequently sold the plot to Ms. Jagwanti, whose name was duly endorsed by the Respondent on 16.08.2010.
6. That thereafter, the complainant purchased the said plot from Ms. Jagwanti after being approached by an authorised dealer of the Respondent. The complainant paid ₹81,000/- to the respondent and ₹16,50,000/- in cash to the said dealer. Vide letter dated 19.06.2012, the respondent confirmed substitution of the complainant's name in place of Ms. Jagwanti. Copies of the said letter and endorsements dated 16.08.2010 and 19.06.2012 are annexed as **Annexure C/2 (Colly)**.



7. That at the time of purchase, the respondent represented himself as a reputed developer with requisite permissions for its project "Parsvnath City, Rohtak" and assured delivery of possession by 2014. The complainant and his predecessors had already paid the booking amount and the complainant remains ready and willing to pay the balance consideration. However, no offer of possession has been issued till date and no Builder-Buyer Agreement has been executed.
8. That though the respondent initially claimed the scheme was on a no profit no loss basis, its own agent disclosed that plots were actually being sold @ ₹3,000/- per sq. yard. Further, despite repeated visits and representations dated 06.07.2023, 08.08.2023, 22.09.2023, 18.10.2023, and 01.02.2024, the respondent has only given assurances without action. Copies of these representations are annexed as **Annexure C/3 (Colly)**.
9. That the Complainant also approached the Chief Minister, Haryana; the Home Minister, Haryana; and the Senior Superintendent of Police, Rohtak vide representations dated 26.12.2023. He has given a statement before the police on 13.01.2024 regarding the misconduct of the respondent. Copies are annexed as **Annexures C/4 and C/5**. Extracts of proceedings of a meeting held on 03.07.2018 under the Chairmanship of Deputy Commissioner, Rohtak, in respect of similar complaints, are annexed as **Annexure C/6**.

10. That it has come to the complainant's knowledge that several allottees who booked plots subsequent to him have been allotted and handed over possession, whereas the complainant has been denied the same without any justifiable cause. This clearly establishes that the respondent has no intention to honour its commitments and has indulged in unfair trade practice by making false and fraudulent promises to induce the complainant to purchase the plot.
11. That the respondent has neither issued any allotment letter nor executed any formal agreement and not offered possession despite retaining the complainant's money for over a decade. The complainant has never defaulted in his obligations and has at all times been ready and willing to make balance payments. The cause of action is continuing, having arisen on multiple dates since payment of the booking amount and persisting till date due to the Respondent's failure to hand over possession of the 240 sq. yard plot.

C. RELIEFS SOUGHT

12. The complainant in his complaint has sought following reliefs:-
- i. To give directions to the respondent to issue offer of possession of a 240 sq. yard plot to the complainant on receipt of balance sale consideration amount, if any;
 - ii. To give directions to the respondent to pay interest @ 18% p.a. on account of delay in offering possession on the paid-up

amount from the date of booking till the date of delivery of possession;

iii. Award the cost of this complaint in favour of the complainant.

Cost of filing this complaint is Rs. 50,000/-

iv. 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 08.07.2024 pleading therein:-

13. 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.
14. That the present Complaint is grossly barred by limitation and this Hon'ble Court does not have jurisdiction to entertain a time barred claim. Moreover, in absence of any pleadings regarding condonation of delay, this Hon'ble Court could not have entertained the Complaint in present form. In recent judgment by the Hon'ble Supreme Court in the case of *Surjeet Singh Sahni vs. State of U.P and others, 2022 SCC online SC 249*, the Hon'ble Apex Court has been pleased to observe that merely representations does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within

reasonable time. In the present case the Complainant is guilty of delay and laches; therefore, her claim should be dismissed.

15. There is no 'agreement to sale' between the parties and therefore, relief sought under section 18 of the RERA, Act, 2016 is not maintainable.
16. 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.
17. That, on 09.01.2010, Mr. Sandeep Kumar ("The Original Applicant") expressed his interest in the booking of a plot in any of the new/upcoming project of the respondent and paid ₹81,000/- towards the said advance registration.
18. 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 09.01.2010 signed and executed by the original applicant is annexed with reply as **Annexure R-1**.

19. That, perusal of clause F of the application form would show that while proceeding ahead with the purchase, the complainant has clearly understood that neither any allotment was made in the favour of original applicant nor to him. 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.
20. That on 16.08.2010, the original applicant transferred/endorsed his interest/registration in favour of Mrs. Jagwati Devi (The Subsequent Applicant") after submitting the necessary/ relevant documents in the Office of Respondent Company with the approval & acknowledgement of both the parties. On 05.07.2010, Mrs. Jagwati Devi ("The Subsequent Applicant") had signed & executed an Affidavit-Cum-Undertaking and Indemnity, the said Affidavit-Cum-Undertaking and Indemnity clearly stipulates that in case the complainant is not allotted any plot in new projects of the Respondent-Company, they shall accept refund of the deposited amount with 9% simple interest per annum. On 19.06.2012, Mrs. Jagwati Devi ("The Subsequent Applicant") transferred/endorsed her interest/registration in favour of Mr. Malam Singh ("The Complainant") after submitting the necessary / relevant documents in the Office of Respondent Company with the approval &



acknowledgement of both the parties. A copy of endorsement letter dated 19.06.2012 is annexed as **Annexure R-2**. On 2012, Mr. Malam Singh ("The Complainant") had signed & executed an Affidavit-Cum-Undertaking and Indemnity. The said Affidavit-Cum-Undertaking and Indemnity clearly stipulates that in case the Complainant is not allotted any plot in new projects of the Respondent-Company, he shall accept refund of the deposited amount with 9% simple interest per annum. A true copy of the Affidavit-cum-undertaking & indemnity is annexed herewith as **Annexure R-3**.

21. That, till date the respondent company has only received an amount of ₹95,400/- from previous applicants and the complainant. A copy of the ledger dated 04.05.2024 is annexed as **Annexure R-4**.
22. That it is averred by the respondent that no demand was raised by the respondent company from the complainant as well as predecessor after the year 2009 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.
23. 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.
24. 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'.

25. 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 HRERA as the relief (s) claimed by the complainant does not even fall within the realm of jurisdiction of this Hon'ble Authority as there is neither any allotment nor any agreement to sale which can be adjudicated by this Hon'ble Authority.
26. 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. The respondent has prayed that the complaint may kindly be dismissed in view of above said submissions.

E. REJOINDER BY THE COMPLAINANT

Learned counsel for the complainant filed rejoinder on 05.03.2025, pleading therein:-

27. That the complainant's claim for possession of the plot in Parsvnath City, Rohtak has never been disputed by the respondent-developer at



any stage. The prolonged silence of the respondent regarding location and allotment, despite repeated representations to its Managing Director, amounts to implied acceptance of the allotment in favour of the complainant.

28. That all receipts bearing the prefix "RT" were issued for plots in Rohtak and the complainant's booking made in 2012 was within the ambit of License No. 36 of 2010 dated 07.05.2010, which covered present and future projects of the respondent in Rohtak, including Parsvnath City, Rohtak, Sectors 33 & 33A. The endorsements dated 16.08.2010 and 19.06.2012 confirm the complainant's substitution as allottee.
29. That reliance is placed on the decision of this Hon'ble Authority in *Bhim Singh Pawar v. Parsvnath Developers Ltd., Complaint No. 779 of 2020, decided on 03.12.2021*, wherein similar facts were adjudicated and the respondent was directed to allot a unit. The present matter warrants a similar direction for allotment of a plot in favour of the complainant, who remains ready and willing to pay the balance sale consideration.
30. That the respondent has wrongfully retained the complainant's money for over 13 years without issuing any allotment letter, offering possession, or communicating any justification. The cause of action is recurring and continues every day the Respondent fails to allot the plot.

31. That the respondent's reliance on the Supreme Court judgment cited in its preliminary objections is misplaced, as the facts are distinguishable, and the present case involves continuing default and delay attributable solely to the Respondent.
32. That over the years, the respondent has repeatedly made false promises to the complainant and his predecessors regarding allotment, despite knowing that no allotment was made even after expiry of 2.5 years from booking.
33. That the plea for refund made by the respondent amounts to an admission of receipt of consideration from the complainant and his predecessors. The complainant cannot be compelled to accept refund at this belated stage, as it would defeat the terms of the allotment and deny equitable relief.
34. That the conduct of the respondent, including non-issuance of any undertaking for allotment and collecting money without commitment, demonstrates mala fide intentions. The respondent cannot avoid its contractual and statutory obligations under the 2016 Act.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

35. Today, none appeared on behalf of either party. However, ld counsel for the respondent has requested for adjournment because of the reason that she is unwell. Since, the case is listed for pronouncement today so

the arguments of both the ld. counsels have been well recorded in the previous hearings and accordingly, taken into due consideration for passing the order.

G. ISSUES FOR ADJUDICATION

36. Whether the complainant is entitled to possession of a 240 sq. yard plot along with delay interest @18% p.a. in terms of Section 18 of Act of 2016?

H. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

Authority has carefully considered the submissions made by both parties and examined the documents placed on record. Upon evaluation of the facts and evidence, the Authority observes as under:

37. It is the case of the complainant that originally, one Mr. Sandeep Kumar had booked a residential plot admeasuring 240 sq. yards in the project Parsvnath City, Rohtak @ ₹2,250/- per sq. yard for a total booking amount of ₹81,000/- in January 2010, vide Receipt No. RT000843. Thereafter, Mr. Sandeep Kumar sold the said plot to Ms. Jagwanti, whose name was duly endorsed by the Respondent on 16.08.2010. The complainant claims to have purchased the said plot from Ms. Jagwanti after being approached by an authorised dealer of the Respondent. It is stated that the complainant paid ₹81,000/- to the Respondent. Vide letter dated 19.06.2012, the respondent confirmed substitution of the complainant's name in place of Ms. Jagwanti. Copies

of the endorsement letters dated 16.08.2010 and 19.06.2012 have been placed on record.

38. It is observed that in similar circumstances, this Authority has earlier allowed complaints where the names of the complainants were reflected in the list filed by the respondent in Complaint No. 779 of 2020 (Bhim Singh Pawar v. Parsvnath Developers Ltd.). In that case, the Respondent's affidavit contained Annexure A and Annexure B, listing persons who had booked units in Parsvnath City, Rohtak. Since the complainant Bhim Singh's name was found in Annexure A at Serial No. 215, the Authority recognised him as a valid allottee and directed the Respondent to hand over possession upon payment of the balance sale consideration.
39. Similar findings were given in Complaint Nos. 1397/2021, 2291/2023, 2774/2023, and even in latest Complaint No. 1328/2024 (Rita Chawla v. Parsvnath Developers Ltd.), where the complainants' names were duly reflected in the list submitted by the respondent in Complaint No. 779 of 2020. The presence of the complainants' names in the official list served as documentary proof of booking in 'Parsvnath City, Rohtak', thereby justifying the grant of possession in his project named 'Parsvnath City, Rohtak' on payment of balance sale consideration.
40. However, in the present lead case, and in all other matters in the captioned bunch of complaints, neither the name of the complainant nor



the name of the original allottee appears in the aforesaid lists (Annexure A or Annexure B) filed by the respondent in Complaint No. 779 of 2020. These lists contain the names of allottees who booked units in Parsvnath City, Rohtak upon payment of registration amounts for present or future projects.

41. In the absence of the complainant's or original allottee's name in the respondent's official allotment lists, there is no documentary proof before this Authority to establish that a valid booking was made in the project Parsvnath City, Rohtak. Without such evidence, it cannot be concluded that the complainant is a valid allottee entitled to possession of a unit in the project.
42. Authority further notes that possession in earlier decided cases was granted only after confirming the complainant's name in the respondent's verified records. Since no such confirmation exists in the present case, the relief sought for possession cannot be granted. Any direction to hand over possession in the absence of documentary proof of allotment would be unjustified and beyond the scope of the Authority's jurisdiction under the given facts.
43. In view of the above, Authority holds that the present complaint is devoid of merit and is not maintainable for want of documentary evidence establishing allotment in the project.



44. Accordingly, In view of the above observation, the present bunch of cases stands **dismissed**. This dismissal is without prejudice to any other remedy available to the complainant in accordance with law, and the complainant is at liberty to seek refund of amount paid.

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]