



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1328 of 2024
Date of filing:	16.10.2024
First date of hearing:	03.12.2024
Date of decision:	21.08.2025

Rita Chawla W/o Sh. Vinod Kumar Chawla,
R/O of House No. 1001A/23, DLF Colony
Rohtak, Haryana- 124001

....COMPLAINANT

Versus

M/S Parsvnath Developers Ltd. through its Chairman,
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: None for the complainant.
None for the respondent.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Present complaint dated 16.10.2024 has been filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016)

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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 fulfil 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 project, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Parsvnath City, Rohtak
2.	Name of promoter	M/s Parsvnath Developers Ltd.
3.	RERA registered/not registered	Not Registered
4.	Unit no.	Not Specified
5.	Unit area	350 sq. yard.
8.	Date of builder buyer agreement	Not executed
9.	Date of Booking	April 2011 (vide endorsement letter dated 22.04.2011 confirming substitution in favour of the complainant annexed as Annexure C/2, page 14)
10.	Date of endorsement to the complainant by original allottee	22.04.2011 (Annexure C/2)
11.	Deemed date of possession	March 2014 (as per complainant pleadings on page no. 4)
12.	Basic sales price	Rs.19,42,500 /- approx (as



		₹5,550 /- per sq. yard, calculated as per 350 sq. yards)
13.	Amount paid by complainant	Rs. 2,90,000/-
14.	Offer of possession	Not made till date

B. FACTS AS STATED BY THE COMPLAINANT

3. Facts of the case are that a plot has been booked by the complainant for her bona fide residential use for construction of a residential house for herself and her family at Rohtak, Haryana. However, the Respondent, through a series of pre-planned actions and continued delays, has deprived the complainant of her lawful right to possession since the year 2011. A copy of the Aadhaar Card of the complainant is annexed herewith as **Annexure C/1**.
4. That the original receipt holder of the said plot was one Mr. K.L. Bhayana. Upon being approached by a dealer/agent of the Respondent, the complainant agreed to purchase the said plot. The complainant paid a sum of ₹2,90,000/- to the respondent and ₹5,10,000/- in cash to the respondent's agent. Subsequently, vide letter dated 22.04.2011, the respondent acknowledged the substitution of the complainant's name in place of Mr. K.L. Bhayana and endorsed the original receipt in her favour. A copy of the letter dated 22.04.2011, original receipt, and endorsement is annexed hereto as **Annexure C/2 (Colly)**.

5. That at the time of booking, the respondent represented itself to be a credible and reputed developer with several completed real estate projects nationwide and assured that it had obtained all necessary approvals for the project named "Parsvnath City, Rohtak." These representations were relied upon by the complainant, thereby inducing her to accept the transfer of booking rights in her name.
6. That the Respondent further assured the complainant that possession of the subject plot would be delivered by March 2014 and advised her to be ready with the remaining consideration to be paid at the time of possession.
7. That the complainant, along with her predecessor, has already paid a substantial amount towards the booking of the plot and is ready to pay the balance consideration. Despite repeated assurances, neither any offer of possession has been issued by the Respondent, nor has any Builder Buyer Agreement executed till date. The respondent remains legally obligated to transfer title of the plot to the complainant upon payment of the balance amount.
8. That the original rate of the plot was ₹5,225/- per sq. yard as part of an alleged "no profit no loss" scheme. However, it was later revealed through the respondent's agent that this scheme was a sham and the respondent had been demanding an inflated price from allottees under the pretense of covering the "actual cost" of the 350 sq. yard plots.

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9. That the complainant has made several visits to the respondent's office requesting delivery of possession and has arranged requisite funds. However, each time she has been met only with vague assurances and no concrete action has been taken by the respondent.
10. That the complainant is now constrained to run from pillar to post for securing possession. Despite similar complaints from other allottees, the respondent has taken no action. The relevant extract of the meeting dated 03.07.2018 chaired by the Deputy Commissioner, Rohtak, in light of such complaints, is annexed herewith as **Annexure C/3**.
11. That it has come to the complainant's knowledge that plots have been allotted to individuals who had booked much later than her, clearly indicating arbitrary and discriminatory conduct by the respondent. The respondent's failure to fulfill its commitment despite retaining the complainant's money for over 13 years amounts to fraudulent and unfair trade practices, in violation of assurances made at the time of booking.
12. That the conduct of the respondent in failing to issue the allotment letter, refusing to execute the Builder Buyer Agreement and not offering possession despite repeated follow-ups, clearly shows its intention to defraud the complainant. The promises made by the respondent were false and were never intended to be fulfilled and its failure to offer possession by the promised date of March 2014 is a breach of contract and unfair trade practice.



13. That the lack of regulatory oversight has allowed the respondent to act with impunity. On the other hand, the complainant has always been willing to pay the remaining dues and cooperate, yet the respondent has neither communicated nor acted upon any commitment since the date of booking.
14. That the complainant declares that the cause of action is continuing and recurring, as the respondent has consistently failed to perform its obligations despite repeated demands. The subject matter of this complaint falls squarely within the jurisdiction of this Hon'ble Authority. In view of the above facts and circumstances, the Complainant is left with no remedy but to invoke the jurisdiction of this Hon'ble Authority under the 2016 Act for appropriate directions against the Respondent.

C. RELIEFS SOUGHT

15. The complainant in her complaint has sought following relief :-
 - i. To pass an order or direction to respondent-developer to issue offer of possession of a 350 sq. yard. plot to the complainant on the receipt of balance sale consideration amount, if any;
 - ii. To pass an order for delayed possession interest @18% p.a. on account of delay in offering possession on the paid-up

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

- iii. To direct the respondent to produce every record of this booking before the Authority.
- iv. Award the cost of this Complaint which is Rs. 50,000/- in favour of the complainant.
- v. To pass any order in favour of Complainant in the interest of justice.

D. REPLY ON BEHALF OF THE RESPONDENT

Ld. counsel for the respondent filed reply on 01.04.2025 pleading therein as under :-

- 16. That the complaint is not maintainable as the complainant is not an "Allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. The complainant merely expressed interest in the respondent's future projects and was never allotted any plot or unit. As per the Act, an "Allottee" is defined as a person to whom a plot, apartment, or building is allotted, sold, or transferred by the promoter. The Complainant does not fall under this category, as no allotment was ever made.
- 17. The payments made by the Complainant pertain to an expression of interest for the respondent's future projects. Original Applicant was very well aware that no specific plot, project, or unit was allocated to the



complainant either at the time of registration or thereafter. Initially, on 24.09.2009, the original applicant, Mr. K.L. Bhayana, expressed interest and paid ₹2,90,000 as advance registration. He signed an application form clearly agreeing that in the absence of allotment, he would accept a refund with 10% simple interest. Subsequently, vide endorsement letter dated 22.04.2011, Mr. K.L. Bhayana transferred his interest to Mrs. Rita Chawla, who signed and executed an Affidavit-Cum-Undertaking dated 02.06.2011, agreeing to accept a refund with 9% simple interest in case no allotment was made.

18. Despite being fully aware of the non-allotments made to prior applicants, the complainant voluntarily proceeded with the transfer of interest. It is evident that the complainant was aware that no allotment was possible and had agreed to accept a refund with 9% simple interest as per the undertaking executed by them.
19. The complaint is also barred by limitation. The complainant failed to approach the Authority within the prescribed time frame and has not pleaded for condonation of delay. As observed by the Hon'ble Supreme Court in Surjeet Singh Sahni v. State of U.P., [2022 SCC Online SC 249], mere representations do not extend the limitation period and the aggrieved party must approach the court within a reasonable time.
20. Furthermore, no agreement to sell was ever executed between the parties. The relationship is strictly governed by the terms of the



application form and the undertakings executed by the complainant and previous applicant. The receipt annexed to the Complaint do not specify any plot, project, or property details. They only reflect payment made towards expression of interest in future projects, without confirming any allotment.

21. No demand was ever raised by the respondent after 2009, which further establishes that no allotment was made and the registration was solely an expression of interest. As per the terms of the undertakings, the respondent is bound only to refund the amount deposited, with simple interest as agreed. Therefore, in the absence of any allotment or agreement to sell, no cause of action arises in favour of the complainant. It is, therefore, respectfully submitted that the present complaint be dismissed as not maintainable, being barred by limitation and devoid of merit.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

22. 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.



F. ISSUES FOR ADJUDICATION

23. Whether the complainant is entitled to relief of possession of plot booked by him along with interest for delay in handing over the possession in terms of Section 18 of Act of 2016?

G. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

24. On perusal of record and after hearing both the parties, Authority observes that 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 as there is no agreement to sell between the parties. Before adjudicating upon the said issue, it is important to refer to the definition of allottee as provided in Section 2(d) of the RERA Act.

Said provision is reproduced below for reference:

"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."

25. On bare perusal of the definition of "allottee", it is clear that the transferee of an apartment, plot or building is an allottee. The mode of transfer may include issuance of booking receipts, issuance of allotment letter, exchange of development rights etc. Careful perusal of documents on record reveals that original allottee had paid a sum of ₹2,90,000/- as



basic cost for booking a plot measuring 350 sq. yards launched by the respondent company at Rohtak, Haryana for which receipt dated 24.09.2009 has been annexed as Annexure C-2, page no. 15. This receipt was later endorsed to the complainant ,i.e., Rita Chawla vide endorsement letter dated 22.04.2011 annexed as Annexure C/2, page no.

14. It has also been claimed by complainant that she has consistently visited the Parsvnath Office for allotment of her unit but was only given oral assurances by the respondent of due allotment shortly. However, respondent failed to allot any plot to him or to even execute a Builder Buyer Agreement.

26. Respondent in its reply has contended that there is no "agreement to sell" between the parties, and therefore, relief sought under Section 18 of RERA Act is not maintainable. If argument of respondent is accepted that there was no "agreement to sell" between the parties, it would imply that respondent, who is into the business of real estate development had accepted payment of ₹2,90,000/- and issued receipt to the complainant for 'nothing in return', which is impossible and hard to believe. Mere fact that an allotment letter specifying a particular unit no. was not issued to complainant or a builder buyer agreement was not signed by the complainant does not mean that he was not an allottee of the respondent. Once respondent has accepted the application form and received payment from original allottee and further endorse to the



complainant for purchase of a unit in his project and has agreed to sell the plot as per price mentioned in application form, it was its duty to allot him a specific unit no. and execute a builder buyer agreement within a reasonable time. Failure on its part to do so will not affect the rights of applicant as an allottee.

27. Even an application form is annexed as Annexure R-1 which specifies the details of unit such as area of the plot, price and concession in price etc, booked by original allottee will be treated as agreement for selling the property. 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. Accepting the payment towards a unit in present and future project shows there was a meeting of minds on the point that the promoter will give possession in any present or future project developed by respondent. Furthermore, there is nothing on record 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. Documents available on record, clearly shows that complainant booked a plot in respondent's present and future project and respondent had agreed for 'sale of a plot'. Accordingly, the complainant is very much an "allottee" for the unit in project of respondent and is covered within the definition of allottee as provided



under Section 2(d) of the RERA Act of 2016. Hence, objection of respondent that complaint is not maintainable as complainant is not an allottee stands rejected.

28. It is submitted by learned counsel for the respondent in her reply that in the present case, neither the location nor the size or the price of the plot was ever promised to the complainant. However, perusal of customer ledger annexed as Annexure R-4 of reply in the captioned complaint no. 2291 of 2023 clearly reveals the size, booking amount and basic cost paid by the complainant for the project in question. Hence, said argument of respondent is not accepted.
29. Further, another objection raised by respondent is that complaint is barred by limitation. In this regard it is observed that since, the promoter has till date failed to fulfil his obligations to hand over the plot measuring 350 sq. yards in its project to the complainant, the cause of action is re-occurring and the ground that complaint is barred by limitation stands rejected.
30. As per clauses (c) and (f) of application form annexed as R-1 with reply, it was agreed between the parties that respondent shall try to allot a residential plot to applicant within a period of 6 months and in case he fails to do so for any reason whatsoever, advance money paid by applicant shall be refunded to her with 10% interest per annum. Relevant clauses (a) and (f) reads as under:

"(a) That you offer/me us a residential plot which you may promote in the near future within a period of 6 months."

"(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."

The respondent in terms of above clause (f) undertook that he "shall try to make the allotment", and therefore it is to be adjudged whether or not a sincere effort was made for allotment of a plot to the complainant.

31. It is pertinent to note here that in complaint no. 779 of 2020, the respondent had filed an affidavit as Annexure C-6 of rejoinder. Said affidavit contains two Annexures, i.e., Annexure A and Annexure B. The Annexure A contains the names of all those persons who had booked units with the respondent on payment of registration amounts in the manner similar to the one adopted by the complainant. The list Annexure B contains the names of the persons to whom respondent had allotted plots in his project named 'Parsvnath City, Rohtak'. However, endorsement of transfer by the builder from first buyer to the present complainant after accepting the booking amount shows the interest of respondent for continuation of this agreement/arrangement. Continuation of this transfer shows meeting of minds between complainant and respondent to allot him a plot.



32. Furthermore, it is observed that respondent has not furnished any reasonable explanation as to what kind of market practice was adopted for carrying out allotment process, on which date such process was carried out and why money collected from the complainant (reflected at serial no. 41, page no. 4, Annexure-A of the list filed by the respondent in complaint no. 779 of 2020 under the head "one month after registration from 29.09.2009) was not refunded if he was unsuccessful in the allotment process. No valid and logical criteria was adopted for allotment. Rather, the respondent has made allotment in a whimsical, unfair, arbitrary and discriminatory manner. The aforesaid being the situation, Authority has no hesitation to conclude that the respondent has made no sincere efforts on his part to allot plot to the complainant at the time when plots were available.
33. So, the respondent merely on the strength of earlier referred clause (f) of the application form, cannot defeat the claim of the complainant for allotment of a plot and delivering possession in his project 'Parsvnath City Rohtak'. As a corollary to such conclusion, the complainant is held entitled to have a direction against the respondent for allotment and possession of a plot in his project named 'Parsvnath City, Rohtak' on payment of balance sale consideration plus all such statutory charges as have been charged from the other allottees of the Parsvnath City, Rohtak



project. Further, complainant will also be entitled to interest for delay caused in handing over the possession.

34. Complainant is seeking interest for delay in handing over the possession at the rate 18% p.a. but complainant will be entitled to delay interest on account of delay in delivery of possession from deemed date of possession till handing over of possession by respondent as per Section 18 of Act ,i.e, after a period of three years from the date of deposit of the amount which is a reasonable period for completion of the contract, till the handing over the possession. Section 18 provides that 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: Interest payable by promoter and Allottee. [Section 19] - An allottee shall be compensated by the promoter for loss or damage sustained due to incorrect or false statement in the notice, advertisement, prospectus or brochure in the terms of section 12. In case, allottee wishes to withdraw from the project due to discontinuance of promoter's business as developers on account of suspension or revocation of the registration or any other reason(s) in terms of clause (b) sub-section (I) of Section 18 or the promoter fails to give possession of the apartment/ plot in accordance with terms and conditions of agreement for sale in terms of sub-section (4) of section 19. The promoter shall return the entire amount with interest as well as the compensation payable. The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent. In case, the allottee fails to pay to the promoter as per agreed terms and conditions, then in such case, the allottee



shall also be liable to pay in terms of sub-section (7) of section 19:

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) 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."

35. 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.
36. Consequently, as per website of the State Bank of India i.e. <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date of this order i.e. 21.08.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.
37. Complainant in his complaint has claimed that a sum of ₹2,90,000/- has been paid to respondent and a sum of ₹5,10,000/- has been paid to the agent of the respondent in cash. Since, the amount paid to the respondent has been paid in cash and there is no proof attached for the same, hence., the payment to him cannot be presumed as payment made to respondent company. Learned counsel for the complainant agreed that the payments admitted by respondent in the captioned case may be taken as final for the purpose of calculations of interest.



38. Complainant is also seeking litigation charges for filing present complaint. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of damages and compensation.
39. Authority has calculated the interest on total paid amount i.e, ₹2,90,000/- from the deemed date of possession ,i.e., 24.09.2012 which is taken to be a period of three years from the date of deposit of the booking amount by the original allottee which is a reasonable period for completion of the contract, till the date of passing of this order at the rate of 10.85%. In support, reliance is placed on judgment dated March 12, 2018, passed in civil appeal no(s). 3533-3534 of 2017 titled as "*M/S. Fortune Infrastructure (Now Known As M/S. Hicon Infrastructure) & Anr. Vs Trevor D'lima & Ors.*", where the Hon'ble Supreme Court has

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observed that a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation and when there is no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. Hence, based on the facts and circumstances of the case, a time period of 3 years is reasonable time for the completion of the contract i.e., the possession was required to be given within 3 years of the contract. In the present case, said amount works out to be ₹4,06,459/- as total interest and monthly interest is ₹2,586/- as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession (24.09.2012) or date of payment whichever is later	Interest Accrued till the date of this order i.e., 21.08.2025
1.	₹2,90,000/-	24.09.2012	₹4,08,332/-
Total Interest		₹4,06,459/-	
Monthly interest		₹2,586/-	

40. It is pertinent to mention here that complainant has claimed that a plot measuring 350 sq. yards was booked by him at the rate ₹5,225/- per sq. yards. Respondent on the other hand has placed on record the application form of complainant as Annexure R-1 and customer ledger dated 20.03.2025 as Annexure R-4 which reveals that a plot measuring



350 sq. yard at the rate ₹5550/- per sq. yards was booked by the complainant. Since complainant has not placed on record any proof of 359 sq. yards plot was booked by him, Authority relies on documents placed on record by respondent and observes that the complainant had booked a plot measuring 350 sq. yards at the rate 5,550/- per sq. yard.

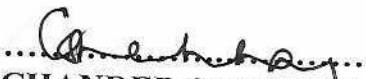
H. DIRECTIONS OF THE AUTHORITY

41. Hence, the Authority hereby passes this common order in the captioned complaint and issues following directions under Section 37 of the Act:

- i. Respondent is directed to deliver valid possession of plot to the complainants in his project named 'Parsvnath City, Rohtak' on payment of balance sale consideration plus all such statutory charges as have been charged from the other allottees of the Parsvnath City Project.
- ii. Respondent is also directed to pay the complainants interest i.e. at the SBI highest marginal cost of lending rate (MCLR) +2% i.e. 10.85% after a period of three years from the date of deposit of the amount to the date of passing of this order which amounts to ₹4,06,459/- calculated in para 40 of this order. Further, on the entire paid amount, monthly interest shall be payable ₹2,586/- by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate as calculated in para 40 of this order.



- iii. 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.
42. **Disposed of.** File be consigned to record room after uploading order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]