



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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Complaint no.:	400 of 2025
Date of filing:	24.03.2025
First date of hearing:	28.04.2025
Date of decision:	13.10.2025

Mukesh Kumar Goel
S/o Sh. Tirlok Chand,
R/o 197, Harsh Vihar, Pitampura,
Delhi-110034

.....COMPLAINANT

Versus

1. M/s Parsvnath Developers Ltd.

Registered Office: Parsvnath Tower,
Near Shahdara Metro Station,
Shahdara, Delhi, East Delhi-110032

2. Smt. Satya Bhama Aggarwal

W/o Shri Sudesh Kumar Aggarwal
R/o 842/18, Jaipuria Building,
S.P Mukharjee Marg, Delhi-110006

.....RESPONDENTS

Present: - Adv. Chaitanya Singhal, counsel for the complainant through VC.

Adv. Neetu Singh, proxy counsel for Adv. Rupali Verma, main counsel
for the respondent through VC.

ORDER (NADIM AKHTAR –MEMBER)

Captioned complaint was listed for hearing on 06.10.2025. However due to constitution of Benches, matter has been taken up today for hearing.

A. FACTS OF THE COMPLAINT

1. Case of the complainant is that the original allottees, Sh. Vijay Chandok and Sh. Sandeep Gulati, on 18.05.2005, booked a residential plot measuring 400 sq. yards at a rate of ₹5,750/- per sq. yard (Rupees Five Thousand Seven Hundred and Fifty Only) in the Respondent's township named Parsvnath City at Sonipat under the "Present & Future scheme" launched by the Respondent at Sonipat, Haryana. In lieu of the said booking, the original allottees submitted a registration form and paid a sum of Rs. 5,46,500/- to the Respondent.
2. That on 04.01.2006, the Respondent sent a letter-cum-demand note to the original allottees titled "Registration for P & F project", wherein it was stated that the Respondent would shortly be offering residential plots in the proposed township at Sonipat. In order to enlist the names of the original allottee in priority for allotment, the Respondent requested a further sum of Rs. 5,46,250/- towards 50% payment of the basic sale price of the plot. Copy



of letter dated 04.01.2006 sent by the Respondent is hereby annexed as Annexure P-1.

3. That on 01.02.2006, original allottees further paid a sum of ₹6,03,750/- to the Respondent to complete the 50% payment towards the basic sale price of the plot. Copy of payment receipts and customer ledger statement is annexed as Annexures P-2 and P-3.
4. That on 24.02.2006, the original allottees, Sh. Vijay Chandok and Sh. Sandeep Gulati, transferred/assigned their booking of the plot in favor of Ms. Satya Bhama Aggarwal (hereinafter "subsequent allottee"). The Respondent, M/s Parsvnath Developers Limited, acknowledged the transfer and endorsed it on the backside of the payment receipt. Copy of endorsement letter is hereby annexed as Annexure P-4.
5. That on 06.02.2012, the Complainant purchased the booking rights of the said plot from the erstwhile allottee, Ms. Satya Bhama Aggarwal. The subsequent allottee transferred/assigned her booking of the plot to the Complainant by entering into an Agreement to Sell dated 06.02.2012, along with signing and handing over of a checklist of documents required for plot transfer. The complete set of transfer documents provided by the subsequent allottee included Nomination Form signed by the seller in favor of the Complainant,



Original payment receipts reflecting the payments made by the seller, Request letter from the seller requesting transfer of booking to the Complainant, Affidavit affirming the transfer and assignment of booking rights, Indemnity bond executed by the seller indemnifying the Complainant against any liabilities arising from the transfer, Agreement to Sell between the Complainant and the seller, Bank signature verification for authentication of signatures and PAN Cards and identity proofs of both parties. Copy of transfer documents is hereby annexed as Annexure P-5.

6. That the said transfer documents were duly handed over by Ms. Satya Bhama Aggarwal to the Complainant. Thereafter, both the Complainant and the previous allottee requested the Respondent for transferring the booking rights in favor of the Complainant, but the Respondent failed to act upon such requests, and all efforts went in vain.
7. That the Respondent proposed that the Complainant sign a document titled "Affidavit cum Undertaking and Indemnity Bond", which stated that if no allotment is made, the Complainant would accept refund of the amount paid. The said affidavit was not acceptable to the Complainant.
8. That the Complainant sent a legal notice dated 17.09.2021 to the Respondent requesting the transfer of booking rights in his favor and allotment of the plot,



but the Respondent failed to reply. Copy of legal notice is annexed as Annexure P-6.

9. That the facts of the present case are similar to the Complaint No. 1236 of 2021 titled as "Amit Gupta vs Parsvnath Developers Limited", where, vide order dated 20.03.2023, the Hon'ble Authority held that the complainant, despite lacking formal endorsement, was a valid allottee since he was in possession of necessary documents and had paid consideration to the previous allottee. The Hon'ble Authority directed the transfer of booking rights in favor of the complainant.
10. That the Complainant, therefore, prays that the Respondent be directed to transfer the booking rights in his favor without execution of the said affidavit, in line with the precedent order cited above.
11. That the Respondent has failed to give allotment despite receiving a total of ₹11,50,000/-, which accounts for 50% of the total sale consideration of the plot. Further, no Builder-Buyer Agreement has been executed between the Complainant and the Respondent till date. The Complainant is legally entitled to allotment and possession of the plot.
12. That the Respondent has been illegally allotting plots at a premium to other buyers while ignoring the rightful claim of the Complainant, thereby engaging



in unlawful sale practices. Similar issues have been adjudicated by the Hon'ble RERA Authority in Complaint No. 723 of 2019 titled "Nishant Bansal vs Parsvnath Developers Ltd. and others", where the Authority directed allotment and possession in favor of the complainant under similar circumstances, except that endorsement of booking rights had not been made in favor of the complainant.

13. That due to non-delivery of the plot, the cause of action arose in favor of the Complainant and against the Respondent and continues to subsist till date. That no other complaint against the Respondent is pending before any other court or forum in India. That this Hon'ble Real Estate Regulatory Authority has full jurisdiction to try and decide this complaint as the project is located within its territorial jurisdiction.

B. RELIEFS SOUGHT

14. Complainant has sought following reliefs:
- i. Direct the Respondent to allot the plot in the Parsvnath City Project. Sonipat, upon payment of the balance sale consideration by the Complainant.
 - ii. Direct the Respondent to pay delayed possession interest from 18.02.2008 till the actual handing over of possession to the Complainant.
 - iii. Grant any other relief as deemed fit and proper in the interest of justice.



C. REPLY ON BEHALF OF RESPONDENT

Respondent submitted a detailed reply on 01.08.2025 in the registry of the Authority pleading therein as under:

15. Respondent challenged the maintainability of the complaint on following grounds:

- i. Complainant has no locus standi to file the present Complaint. The money receipts annexed with the Complaint do not pertain to the Complainant.
- ii. Complainant is not an applicant in any of the projects of Respondent No. 1. The registration receipts were issued in favor of Ms. Satya Bhama Aggarwal and not the Complainant. Moreover, the receipts merely reflect an expression of interest towards the "New Projects" or "Present & Future" scheme of the Respondent.
- iii. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the complainant does not fall within the definition of an "Allottee." For ease of reference, Section 2(d) is reproduced hereunder:

"Allottee in relation to 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."



- iv. That there is no "Agreement to Sell" between the parties and, therefore, the reliefs sought under Section 18 of the RERA Act, 2016 are not maintainable before this Hon'ble Authority.
- v. That there is no contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 by the Respondent.
- vi. That the provisions of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 are not applicable to the facts and circumstances of the present case.
- 16. That the documents annexed with the present Complaint pertain only to expressions of interest towards the New Projects or Present and Future scheme of the Respondent. As per the documents annexed, the Complainant has no locus standi, as his registration was never acknowledged in the Respondent's records.
- 17. That on 18.02.2005, Mr. Vijay Kumar Chandok and Mr. Sandeep Gulati ("the Original Applicants") jointly expressed their interest in booking a plot in any of the New Projects or Present & Future scheme of Respondent No.1.
- 18. That it is pertinent to mention that the Original Applicants were well aware at the time of registration that neither the location, project name, nor site of the project was confirmed. They had, in fact, given an undertaking in the



Application Form that in case no allotment is made, they would accept a refund of the deposited amount.

19. That for brevity and clarity, the relevant clauses of the Application Form dated 18.02.2005, signed by the Original Applicants, are reproduced below:

- a. *"That you offer me/us a residential plot which you may promote in the near future within a period of six months."*
- b. *"That the said advance would be adjusted against the booking amount payable by me/us as and when a residential plot is allotted in my/our name."*
- c. *"That in the event the residential plot is allotted after nine months, simple interest @ 10% per annum shall be paid on the advance amount till such time the allotment is made."*
- d. *"In case the Company fails to allot a plot within a period of one year from the date of payment, then I/We would have the option to withdraw the money by giving one-month notice."*
- e. *"That it is understood that the Company shall allot me a residential plot at the launch price". Though the Company shall try to make an allotment, 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 with 10% simple interest per annum."*

A copy of the Application Form dated 18.02.2005 is annexed as Annexure

R-1.

20. That the previous holders of the money receipts were never promised allotment rights. The understanding between the parties was clear that money receipts would not create any entitlement to allotment.



21. That on 24.02.2006, the Original Applicants sold the money receipts in their possession to Mrs. Satya Bhama Aggarwal ("the Subsequent Applicant"). The registration was endorsed in her name with approval of both parties. A copy of the endorsement letter dated 24.02.2006 is annexed as Annexure R-2.
22. That on 03.02.2006, Mrs. Satya Bhama Aggarwal signed and executed an Affidavit-cum-Undertaking and Indemnity Bond, which clearly stipulated that in case she was not allotted any plot, she would accept a refund of the deposited amount with 9% simple interest per annum. Clause 7 of the said document is reproduced below for clarity:
- "That I/We agree that if I/We are not allotted any plot in the Present & Future Projects, then I/We will accept the refund of the deposited money with the Company along with simple interest @ 9% per annum from the date of acceptance of our nomination by the Company."*
- A true copy of the Affidavit-cum-Undertaking & Indemnity dated 03.02.2006 is annexed as Annexure R-3.
23. That the Complainant has paid a total amount of ₹11,50,000/- (Rupees Eleven Lakhs Fifty Thousand Only) to the Respondent against said registration. A copy of the current ledger folio is annexed as Annexure R-4.
24. That as per the records of Respondent No.1, the Complainant is neither the Original Applicant nor a Subsequent Purchaser. Hence, this Complaint is not maintainable.



25. That the Complaint is filed with mala fide intent to gain unreasonable and arbitrary advantage from Respondent No.1.
26. That the Complaint, besides being misconceived and erroneous, is untenable in law. The Complainant has misrepresented facts and information, thereby misleading this Hon'ble Authority.
27. That the Complainant has suppressed material facts, including that no endorsement of registration exists in his favor. Complaint does not disclose a cause of action and is, therefore, barred by limitation.
28. That the issues involved in the Complaint are purely civil in nature and are not triable under the summary proceedings of this Hon'ble Authority.
29. That the Complaint does not even pray for impleading Respondent No.2, thus showing its defective nature. Complaint suffers from mis-joinder and non-joinder of necessary parties and is liable to be dismissed.

D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

30. During hearings, ld. counsel for complainant submitted that the unit in question, measuring 400 sq. yds., situated in the respondent's project "Parsvnath City, Sonapat," was initially booked by the original allottee. Subsequently, the said unit was transferred to another allottee, namely Smt.



Satya Bhama Aggarwal. The total sale consideration of the unit was ₹21,85,000/-. Out of the total consideration, the complainant acquired rights from the subsequent allottee by making a payment of ₹11,50,000/-. Thereafter, upon approaching the respondent for transfer of the unit in his name, instead of executing the transfer, the respondent required the complainant to sign a document titled "Affidavit-cum-Undertaking and Indemnity Bond," wherein it was stipulated that in the event the allotment was not made, the complainant would accept a refund of the amount paid.

31. On the other hand, the learned proxy counsel for the respondent appeared and submitted that due to certain personal difficulties, the main counsel was unable to attend today's hearing. It was further submitted that an email to this effect had already been sent to the Authority on 12.10.2025. She further argued that the unit in question continues to be recorded in the name of Smt. Satya Bhama Aggarwal, the subsequent allottee, and hence she is a necessary and indispensable party to the present complaint. It was further submitted that the complainant cannot seek relief in the absence of such a party, as any decision rendered without joining her would be incomplete and prejudicial to the rights of all concerned. The learned counsel also contended that there is no agreement, assignment, power of attorney, or any other document on record



that establishes that the complainant holds any recognized or enforceable interest in the unit vis-à-vis the respondent. In particular, there exists no agreement between the complainant and the respondent that would confer upon the complainant any allottee status or locus standi to seek transfer or possession from the respondent. Therefore, the complaint lacks merit and is liable to be dismissed at the threshold.

E. ISSUE FOR ADJUDICATION

32. Whether the complainant is entitled for reliefs claimed by him or not?

F. OBSERVATIONS AND DECISION OF AUTHORITY

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

33. Initially, the original allottees, Sh. Vijay Chandok and Sh. Sandeep Gulati, booked a residential plot measuring 400 sq. yards in the Respondent's township named Parsvnath City, Sonipat, under the "Present & Future" scheme launched by the Respondent at Sonipat, Haryana. The said booking is confirmed by various documents on record. It is pertinent to note that a letter dated 04.01.2006, annexed by the Complainant at Page No. 15 of the Complaint Book as Annexure P-1, was sent by the Respondent addressing Sh.



Vijay Chandok, thereby confirming that the booking was made in his name. Further, the payment receipts annexed by the Complainant as Annexure P-2, issued by Parsvnath Developers Ltd., reflect that the amount was received by the Respondent from the original allottee, Sh. Vijay Chandok, in connection with the aforementioned project. Additionally, the Respondent itself annexed a letter dated 17.02.2005, addressed to Vijay Kumar Chandok and Sh. Sandeep Gulati, with the subject line "Advance towards Registration of a plot in the new project," which is duly signed by Vijay Kumar Chandok. These documents clearly establish that the initial booking was made in the name of Sh. Vijay Chandok for a residential plot.

34. Secondly, it is an admitted fact between both parties that the subject unit was subsequently endorsed in the name of Sh. Satya Bhama Aggarwal. Both parties have placed on record documentary evidence in support of this fact. The Complainant, in his Complaint Book, has annexed copies of receipts as Annexure P-2, wherein on the reverse side of each receipt issued to Sh. Vijay Chandok, there is an endorsement in favor of Sh. Satya Bhama Aggarwal. This endorsement, dated 03.02.2006, is reflected in every receipt issued to Sh. Vijay Chandok and is duly signed by the authorized signatory of the Respondent company. Further, the Complainant has also annexed a ledger



issued by the Respondent in the name of Sh. Satya Bhama Aggarwal, corroborating that the endorsement was acknowledged by the Respondent's records. Most notably, both parties have annexed the same endorsement letter dated 24.02.2006 as evidence. The Complainant annexed this document as Annexure P-4, while the Respondent annexed the identical document as Annexure R-2 in their respective pleadings. The said letter pertains to the endorsement of booking receipts under the "Present & Future" project in favor of Sh. Satya Bhama Aggarwal. The fact that both parties have annexed the same documentary proof confirms that a valid endorsement from the original allottee, Sh. Vijay Chandok, to Sh. Satya Bhama Aggarwal, was indeed made by way of endorsement receipt dated 24.02.2006. Therefore, it cannot be denied that the booking rights were transferred and acknowledged by the Respondent in favor of Sh. Satya Bhama Aggarwal.

35. Authority now peruse its last order dated 18.08.2025, wherein following observations were recorded:

"4. On the other hand, learned counsel for the respondent argued that the unit still stands in the name of Smt. Satya Bhama Aggarwal and therefore she is a necessary party to the present complaint. He further contended that there exists no agreement, document, or record to establish that the complainant has any locus or recognized relationship with the respondent as an allottee.



5. The Authority further enquired from learned counsel for the respondent as to what action was taken by the respondent when the complainant approached them for transfer of the unit. The Authority also sought clarification regarding the present status of the unit whether the unit stands cancelled, or whether any refund was initiated in favour of the complainant. It was also noted that no status with respect to grant of Occupation Certificate has been disclosed in the captioned complaint. The Authority further enquired whether any demand was ever raised in the name of the complainant for payment of the remaining dues.

6. In reply, learned counsel for the respondent reiterated that there is no document on record to establish that the unit belongs to the complainant. According to the respondent, the unit has always remained in the name of Smt. Satya Bhama Aggarwal and the complainant cannot be treated as an allottee in the present complaint. Both the parties are given last opportunity to file their written submissions, if any, within next 10 days from today with an advance copy supplied to the opposite part. No further opportunity will be granted to the parties after that."

36. Despite being granted an opportunity by this Hon'ble Authority, the Complainant has failed to produce any relevant, admissible, or legally binding documents to substantiate his claim of having acquired the allotment rights from the predecessor allottee. The Complainant has not submitted any correspondence, written request, acknowledgment, or approval from the Respondent evidencing that the Respondent endorsed or recognized the transfer of allotment rights in his favor. Instead, the Complainant continues to rely exclusively upon Annexures P-4 and P-5, which include an Agreement to



Sell executed between the Complainant and his predecessor-in-interest, namely Ms. Satya Bhama Aggarwal. It is an undisputed fact that this Agreement to Sell is neither executed with the Respondent nor bears its authorized seal, signature, or any formal acknowledgment from the Respondent's side. Consequently, this agreement reflects a private arrangement between two individuals without any endorsement or ratification by the Respondent. In the absence of formal recognition, endorsement, or allotment by the Respondent, such a private agreement does not create or transfer any rights enforceable under the Real Estate (Regulation and Development) Act, 2016. The Act clearly defines an "Allottee" as a person to whom a plot or property has been allotted, sold, or otherwise transferred by the promoter, or someone who subsequently acquires such allotment through recognized means such as sale or transfer approved by the promoter. Since the Respondent has neither executed nor endorsed any transfer to the Complainant, the purported agreement between the Complainant and his predecessor cannot be considered as constituting a binding or enforceable allotment under the provisions of the Act. Therefore, without documentary proof of acknowledgment or approval by the Respondent, and given that the alleged transfer was purely a private arrangement without legal validity in this

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context, the Complainant's reliance on such documents does not establish any entitlement or cause of action under the Real Estate Act.

37. 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.
38. 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.
39. In the present case, there is no executed agreement between the complainant and the respondent, nor any communication record or endorsement request.

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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.

40. It is pertinent to note that in proceedings under the RERD Act, 2016 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.
41. Lastly, complainant in his pleadings submitted that the captioned complaint is similar to Complaint No. 1236 of 2021 titled "*Amit Gupta vs. Parsvnath Developers Ltd.*", wherein vide order dated 20.03.2023, the Hon'ble Authority held that the complainant, though lacking formal endorsement, was a valid allottee since he possessed the requisite documents and had paid consideration to the previous allottee. Accordingly, the Hon'ble Authority had directed the transfer of booking rights in favour of the complainant. However, upon closer examination, the Authority observes that the present complaint



stands on a materially different factual footing. In Complaint No. 1236 of 2021, during the hearing dated 20.03.2023, it was specifically recorded by the Authority that *"the complainant has placed on record the courier slip showing that letter dated 21.09.2011 was sent to the respondent requesting transfer of booking rights in his favour."* In contrast, in the present matter, no such postal or courier receipt has been placed on record by the complainant to establish that any transfer request was duly served upon the respondent. Therefore, the complainant's contention that the present case should be decided in line with the order passed in Complaint No. 1236 of 2021 is misconceived and untenable. The said reliance is accordingly rejected.

42. 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 **disposed of** in view of above terms.
43. File be consigned to the record room after uploading of the order on the Authority's website.



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NADIM AKHTAR
[MEMBER]