



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Date of Decision

19.01.2026

Name of the Builder		PARSVNATH DEVELOPERS LTD		
Project Name		Present and Future Projects, Sonipat		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf of respondent
1.	786 of 2025	Vinay Arora, S/o Sh. V.R. Arora and Alka Arora W/o Vinay Arora C-39, Preet Vihar, Shakarpur, Delhi-110092.  Vs. Parasnath Developers Ltd., Parasnath Tower, Near Shahadra Metro Station, Shahadra, Delhi-110092	Adv. Deepak Kumar Dahiya, counsel for the complainant.	Adv. Rupali S. Verma, counsel for the respondent, through VC.
2.	788 of 2025	Satish Raheja, S/o Sh. Chander Bhan D-229, Nirman Vihar, Shakarpur, Delhi-110092.  Vs. Parasnath Developers Ltd.	Adv. Deepak Kumar Dahiya, counsel for the complainant.	Adv. Rupali S. Verma, counsel for the respondent, through VC.

A handwritten signature in black ink, appearing to read "Rupali S. Verma".

		Parsvnath Tower, Near Shahadra Metro Station, Shahadra, Delhi- 110092		
3.	789 of 2025	Raveena Malik W/o Sandeep Malik and Sandeep Malik, S/o Sh. Shtam Lal Malik, C-27, Neelamber Apartment, Pitampura, Delhi- 110024.  Vs. Parsvnath Developers Ltd. Parsvnath Tower, Near Shahadra Metro Station, Shahadra, Delhi- 110092	Adv. Deepak Kumar Dahiya, counsel for the complainant.	Adv. Rupali S. Verma, counsel for the respondent, through VC.
4.	790 of 2025	Dimple W/o Sunder Das House no. 50, Shiv Puri, Street no. 2, Krishna Nagar Delhi-110051.  Vs. Parsvnath Developers Ltd. Parsvnath Tower, Near Shahadra Metro Station, Shahadra, Delhi- 110092	Adv. Deepak Kumar Dahiya, counsel for the complainant.	Adv. Rupali S. Verma, counsel for the respondent, through VC.



**ORDER (NADIM AKHTAR-MEMBER)**

1. This order shall dispose off all the above captioned complaints 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) 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.
2. The core issues emanating from the above captioned complaints are similar in nature. The complainants in the above referred Complaint No. 786 of 2025 and other captioned complaints are allottees of the Present and Future project situated in Sonipat being developed by the same respondent/ promoter, i.e., Parsvnath Developers Ltd. The fulcrum of the issue involved in the above captioned cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the unit in question and the complainant(s) are now seeking refund of their paid amount along with the interest.
3. The facts of all the complaints filed by the complainants/allottees are almost similar. However, builder buyer agreement has not been executed



between the parties in each of these matters. The details of the complaints unit no., date of application, total sale consideration and amount paid by the complainant, offer of possession and relief sought are given in the table below:

Sr. no.	Complaint no./Title/Date of filing	Reply Status (filed on)	Date of Application of booking of plot	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession	Relief sought
1.	786 of 2023 Vinay Arora and Alka Arora Vs. Parsvnath Developers Ltd. 26.05.2025	11.08.2025	18.02.2005	TSC: ₹22,40,000/- Paid amount: ₹11,20,000/-	No	Refund of paid amount along with interest.
2.	788 of 2023 Satish Kumar Raheja Vs. Parsvnath Developers Ltd. 26.05.2025	11.08.2025	18.02.2005	TSC: ₹22,40,000/- Paid amount: ₹11,20,000/-	No	Refund of paid amount along with interest.
3.	789 of 2023 Raveena Malik and Sandeep Malik Vs. Parsvnath Developers Ltd. 26.05.2025	11.08.2025	18.02.2005	TSC: ₹22,40,000/- Paid amount: ₹11,20,000/-	No	Refund of paid amount along with interest.
4.	790 of 2023 Dimple Vs. Parsvnath Developers Ltd. 26.05.2025	11.08.2025	21.08.2004	BSP: ₹10,80,000/- Paid amount: ₹5,40,000/-	No	Refund of paid amount along with interest.



**A.4. COMPLAINT NO. 786 of 2025 IS TAKEN AS LEAD CASE AND  
BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER:**

- (i) Case of the complainants is that respondent is a colonizer, engaged in the business of real estate development. The respondent invited bookings of residential plots of various sizes in its Present and Future project at Parsvnath City near Tau Devi Lal Park, Sonipat.
- (ii) That accordingly, on the representation, specifications and size of plot as offered by the respondent, on 18 Feb 2005 the complainant got booked/registered for one plot having an area of 400.00 Sqyd. in the above said project of the respondent and for the purpose of registration a payment of ₹5,60,000/- was made as advance against receipt no. PH001070 dated 20/02/2005, against a total sale consideration of ₹22,40,000/-.
- (iii) That on 04 Jan 2006, a letter for further demand of ₹5,60,000/- was raised by the respondent stating that they shortly i.e., within 09 months will offer the residential plot in the above said township and in order to enable to enlist the name of the buyers in the priority for allotment and the said payment of ₹5,60,000/- was to be made by 19 Jan 2006. That upon the said demand the required payment of ₹5,60,000/- was made through cheque no. 252220 dated 19 Jan 2006 and a receipt vide Receipt No. PH003108, dated 23/01/2006 was issued.



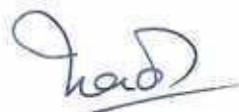
- (iv) That the complainant was promised by the respondent that the plot shall be allotted within 09 months but the respondent failed to fulfil the same and kept on making excuses. Till date a sum of ₹11,20,000/- is paid vide payments dated 20/02/2005 and 23/01/2006, both of ₹5,60,000/- against total sale consideration of ₹22,40,000/-.
- (v) That the respondent failed to allot the said residential plot till date, the complainant kept on visiting the site and the representatives of the respondent but all in vain.
- (vi) That the complainant also made several written representations to the respondent on many occasions. Letters dated 03 March 2011 and 23 Aug 2012 were received by the respondent and a reply was given by the respondent vide letter dated 31 Aug 2012 stating that the allotment in favour of the complainant may take 08 months' time. Copy of all the letters ARE annexed.
- (vii) That further a letter dated 03 Sep 2012 was received by the respondent but till date no reply is given. That even now the complainant had visited the respondent several times but no satisfactory resolution is given by the respondent.
- (viii) That a legal notice dated 10 July 2014 was sent to the respondent upon which the respondent made a reply dated 10 July 2014.

- (ix) That post the above said reply the complainant visited the office of the respondent multiple times and was assured that soon possession would be handed over.
- (x) That again and again the complainants visited and contacted the respondent and he was narrated that the possession could not be given at the site Parshvanath City near Tau Devi Lal Park, Sonipat and further assured that he would be given possession in the upcoming project but again and again kept on lingering stating one or another technical reason for the delay in projects.
- (xi) That lastly the complainants visited the respondents office in Jan 2025 and waited but no representative of the respondent gave any satisfactory reply to the complainant,
- (xii) That all these illegalities, delay in development, circumstances etc. totally shattered the faith complainant and the illegalities mentioned above and on account of non-fulfilment of commitments made by the respondent, entitle the complainant for full refund along with interest.

#### **B. RELIEFS SOUGHT:**

5. Complainant has sought following reliefs :

- (i) The respondent should be directed to refund the entire amount paid along with interest from the date of payment and till the realization of money.



(ii) Any other reliefs) this Authority may deem fit and proper in the facts and circumstances of the present case.

### C. REPLY ON BEHALF OF RESPONDENT

(i) That the present Complaint is not maintainable before this Hon'ble Authority for the reason that the Complainants are not the allottees of the Respondent Company and the registration was merely an expression of interest towards the new projects of the Respondent Company.

(ii) That as per the provisions of the Act, this Hon'ble Authority can adjudicate upon the issues related to allotment/ agreements. However, nowhere in the Act, it has been laid down that the money receipts, which involve disputed questions of facts can be adjudicated by this Hon'ble Authority.

(iii) That it has been specifically held that the proceedings before this Hon'ble Authority would be summary proceedings and it is a matter of law that the disputed question of facts cannot be adjudicated in summary proceedings.

(iv) That the respondent in the present case is denying that it has ever promised an allotment or has assured any future allotment to the complainant herein. That this Hon'ble Authority cannot adjudicate upon the stale claims based upon the money receipts.

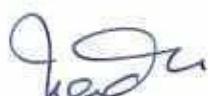


(v) That, as per section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the definition of allottee is reproduced for ease of the Authority.

*"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;*

(vi) That the money receipts attached to the Complaint is for the expression of interest shown by the Complainants in Present and Future Project or New Projects of the Respondent-Company. However, it is a matter of record that the Complainants were never allotted any unit/plot in any of the projects of the Respondent-Company.

(vii) 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 Salmi vs. State of U.P and others*', 2022 SCC online SC 249, the Hon'ble Apex Court has been pleased to observe that mere 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.

(viii) That further, it is stated that initially in February' 2005, Mr. Vinay Arora & Ms. Alka Arora jointly ("hereafter referred as "The Original Applicants cum the Complainants") had shown their interest towards Present and Future Projects/New Projects of the Respondent-Company. However, there was no allotment by the Respondent-Company in the favour of the Complainants.

(ix) That the Complainants were well aware of the fact that no allotment was made. Therefore, at this stage, the Complaints must abide by the terms & conditions of Application Form.

(x) That, there is no 'Agreement to Sale' between the parties and therefore, relief sought under section 18 of the RERA Act, 2016 is not maintainable before this Hon'ble Authority.

(xi) That 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.

(xii) That similar appeal titled as "Savita Khaturia v. M/s Parsvnath Developers (P) Limited Appeal No.193 of 2019, the Hon'ble Tribunal had been pleased to dispose of the appeal filed for granting the possession

of plot by an allottee upholding the direction rendered by the Id. Regulatory Authority to refund the earnest amount along with interest.

(xiii) That on 20.02.2005, the Original Applicants expressed their interest in the registration/ booking of a plot in any of the new projects of the Respondent Company and paid ₹5,60,000/- towards said registration.

(xiv) That the original applicants were very well aware with the fact that neither any location nor any site of the project was confirmed at the time of registration. Further in this regards, the Original Applicants while filling the Application Form gave undertaking that in case no allotment is made, they shall accept the refund of the amount deposited by the Original Applicants towards said registration. The relevant clauses of the Application Form are being mentioned hereunder: -

*(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 to me/us for the period delayed beyond nine months on the amount paid by me/us as advance till such the I/We am/are allotted a residential plot or adjusted against the price of the plot to be allotted to me/us.*

*(d) In case the Company fails to allot a plot within a period of one year from the date of making 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 price which is Rs. 300/- (Rupees Three Hundred Only) per square yard less than the launch price.*

*(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.*

(xv) That Clause "f" of the application form clearly states that while proceeding ahead with the purchase, the original applicants have clearly understood that no allotment was made in their favour and the original applicants had further given an undertaking that in case no allotment is possible in future, then they would accept refund with simple interest at the rate of 10% per annum. The complainants have paid ₹11,20,000/- till date to the Respondent Company. A copy of latest ledger folio is annexed as Annexure R-2. In absence of any agreement to sale, the Complainants are strictly bound by the terms & conditions of the Application Form which is duly signed & executed by the Complainants.

(xvi) That the money receipts would show that necessary ingredients of an agreement much less a valid contract is conspicuously missing. In the receipts, which have been annexed by the Complainants in the present



Complaint, there is no plot number, no plot size and no specification of the project and rather, receipts specifically mention advance against present and future/ new projects.

(xvii) That the present Complaint filed by the Complainants before this Hon'ble Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The Complainants had misdirected in filing the above captioned Complaint before this Hon'ble H-RERA, Panchkula as the relief (s) claimed by the Complainants do 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.

(xviii) That no cause of action has arisen in favour of the Complainants to file the present Complaint. Further, the Complaint is barred by limitation and deserves and outright dismissal on this ground alone.

#### **D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS**

6. Ld. counsel for complainant reiterated the facts of the complaint and requested the Authority to grant the relief of refund of the paid amount along with interest

#### **E. ISSUE FOR ADJUDICATION**

7. Whether the complainants in all the above captioned complaints are entitled to refund of the amount deposited by them along with interest in terms of Section 18 of RERA Act of 2016?



**F. OBSERVATIONS AND DECISION OF AUTHORITY**

8. The Authority has gone through the 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 that respondent has taken a stand that present complaint is not maintainable for the reason that complainants are not allottee of the respondent company and registration was mere an expression of interest towards future project of respondent. Before adjudicating upon said issue, it is important to refer to the definition of allottee as provided in Section 2(d) of the Act. Said provision is reproduced below for reference:

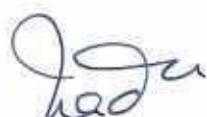
*“Section 2(d): **Allottee:** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said 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.”*

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. Upon careful perusal of documents on record, it is revealed that complainant had paid a sum of



₹5,60,000/- for purchasing a plot measuring 400 sq. yards in next project of respondent. Subsequent thereupon the respondent promoter accepted another payment of ₹5,60,000/- from the complainants on 23.01.2006. The fact that the respondent had accepted subsequent payment from the complainants apart from the initial booking amount and had issued receipts for the same clearly shows that respondent had recognised the applicant as his allottee. Acceptance of payments shows that the complainant is an allottee and is covered within the definition of allottee as provided under Section 2(d) of the RERA Act of 2016.

9. Respondent has also taken objection that complaint is grossly barred by limitation. In this regard Authority places reliance upon the judgment of Apex Court in Civil Appeal no. 4367 of 2004 titled as **M.P Steel Corporation v/s Commissioner of Central Excise** where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, RERA Act is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act, 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not a Court. The promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.



10. Factual matrix of the case is that admittedly, the complainant made advance registration for a plot in the Present and Future project of the respondent, M/s Parsvnath Developers Ltd. on 18.02.2005 by paying ₹5,60,000/- as booking amount. That complainants further paid an amount of ₹5,60,000/- to the respondent. There is also no dispute with regard to the fact that no specific plot was allotted to the complainants and that no builder buyer agreement was executed between the parties. It is an admitted fact that even after a lapse of 20-21 years, no allotment of plot has been made in favor of complainants by the respondent. Thus, the respondent who has accepted total paid amount of ₹11,20,000/- way back in the year 2005 has been in custody of the money paid for allotment of the plot and has been enjoying benefits out of it. Facts of this case are identical to the facts of the case in complaint no. 1198 of 2021 titled as **Mohinder Singh Aggarwal vs Parsvnath Developers Ltd** wherein it was observed by the Authority that in the case in hand the booking was made in 'present and future' scheme; no agreement has been executed till date; complainant is interested to withdraw from the project and want refund of the amount deposited; respondent has expressed its inability to offer plot to the complainant and is agreeable to refund the amount deposited. For these reasons, a case is clearly made out to allow relief of refund as sought by complainant.



11. Therefore, as per provisions of Section 18 of the Act, relief of refund as sought by the complainant deserves to be granted. So, the present case is being disposed of in the same terms of the said case by allowing refund of paid amount with interest.

12. 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 (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".*

13. 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.

14. 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. 19.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

15. From the above discussions, it is amply proved on record that the respondent has not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainant(s) are entitled for refund of deposited amount along with interest. Thus, respondent is liable to pay the complainants interest from the dates amounts were paid by the complainant(s) till the actual realization of the amount.

16. Therefore, Authority allows refund of paid amount along with interest to all the complainants 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 8.80% (8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amounts along with interest as per detail given in the table below:

Sr. no.	Complaint no.	Amount paid (in ₹)	Interest (in ₹)	Total amount to be refunded to the complainant (in ₹)
1.	786 of 2025	11,20,000/-	24,75,703/-	35,95,703/-
2.	788 of 2025	11,20,000/-	24,76,366/-	35,96,366/-



3.	789 of 2025	11,20,000/-	24,76,366/-	35,96,366/-
4.	790 of 2025	5,40,000/-	11,96,998/-	17,36,998/-

#### **G. DIRECTIONS OF THE AUTHORITY**

17. Hence, the Authority hereby passes this order and issue 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 amount to the complainants as specified in the table provided in para- 16 of this order. It is further clarified that respondent will remain liable to pay the interest to the complainants till the actual realization of the amount.
- (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 be initiated against the respondent.



18. All the above captioned complaints are disposed off and all the files be consigned to the record room after uploading of the orders on the website of the Authority.



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NADIM AKHTAR  
[MEMBER]