



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no:	2001 of 2024
Date of filing:	16.01.2025
First date of hearing:	03.03.2025
Date of decision:	19.01.2026

Mr. Jitender Dhawan S/o Sh. A.C Dhawan,
R/o FA-361, Mansarovar Garden,
New Delhi- 110015,

....COMPLAINANT

VERSUS

M/s Parsvnath Developers Ltd.
Parsvnath Tower,
Near Shahdra Metro Station,
Shahdara, Delhi-110032

...RESPONDENT

Present: -

Ms. Amrinder Singh, Id. Counsel for the complainant through VC.

Ms. Rupali S. Verma, Id. counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainant on 16.01.2025 under Section 31 of the Real Estate (Regulation & Development) Act, 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

2. The particulars of the project, the details of 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, Sonipat under the scheme of Present and Future Project, Location: Sonapat, Haryana.
2.	Name of promoter	Parsvnath Developers Ltd.
3.	Date of booking	21.06.2004
4.	Unit area	500 sq. yds. as stated by the complainant in the pleadings.
5.	Date of allotment	Allotment not made
6.	Date of builder buyer agreement	Not executed



7.	Basic Sale Price	Not mentioned
8.	Amount paid by the complainant	₹8,40,000/-
9.	Due date of possession	Cannot be ascertained
10.	Offer of possession	Not offered till date.

B. FACTS AS STATED IN THE COMPLAINT

3. That the original allottee Ms. Seema Mittal booked a residential plot measuring 500 sq. yds. by depositing advance booking amount of ₹2,75,000/- vide cheque no. 029180 dated 21.06.2004. The original allottee (Seema Mittal) transferred her right of registration of plot to Mr. Rohit Gupta on 27.12.2005 which was duly acknowledged by the respondent. Thereafter the said booking was transferred by the second allottee Mr. Rohit Gupta on 28.08.2008 to the complainant and the same was also duly acknowledged by the respondent.
4. That an amount of ₹8,40,000/- against the total sales consideration of ₹26,10,000/- stands paid against the said plot. Copies of receipts are annexed as annexure C-1.
5. The complainant, having booked plot in the respondent's project during the years 2004–2005, subsequently discovered that no allotment had ever been



made in his favour, nor was his name reflected in the list of allottees. Despite repeated approaches, respondent failed to execute any Plot Buyer Agreement or issue an allotment letter. Instead, the respondent arbitrarily demanded the balance consideration amount without fixing any date for possession, while threatening forfeiture of the amounts already paid by the complainant.

6. That the respondent has been unlawfully retaining a sum of ₹8,40,000/- paid by the complainant since 2004, without either allotting a plot or refunding the said amount. Even the complainant's email dated 01.08.2024 seeking clarification regarding completion and possession elicited no response from the respondent.
7. That despite repeated personal visits and assurances extending over several years, the respondent has failed to honour its commitments for more than sixteen years, evidencing deliberate delay and deficiency in the service.
8. The inordinate and unexplained delay has defeated the very purpose of the transaction. The complainant cannot be compelled to wait indefinitely. The legal position stands settled by the judgment of the Hon'ble Supreme Court in *Kolkata West International City Pvt. Ltd. v. Devasis Rudra-II* (2019) CPJ 29 (SC), wherein prolonged delay was held to entitle the allottee to refund.



9. The facts of the present case are squarely covered by the **Complaint No. 1198 of 2021, Mohinder Singh Aggarwal v. M/s Parsvnath Developers Ltd.**, already decided by this Hon'ble Authority. Accordingly, the complainant is entitled to refund of the entire amount paid along with applicable interest.

C. RELIEFS SOUGHT:-

10. That the complainant seeks following reliefs and directions to the respondent:-

- (i) Allow the present Complaint;
- (ii) Direct the Respondent Promoter for an immediate 100% refund of the entire amount paid by the Complainant ,i.e, ₹ 8,40,000/- along with a penal interest of MCLR + 2% per annum from the date of receipt of payments made to the Respondent Promoter approximately(tentatively) ₹ 16,63,114/- till date of passing of order.
- (iii)Direct the Respondent to pay compensation of INR. 2,00,000/- to the Complainant for mental agony, harassment, discomfort and undue hardships caused to the Complainants as a result of the above acts and omissions on the part of the Respondent.
- (iv)Direct the Respondent to pay a sum of INR, 1,00,000/- to the Complainants towards litigation costs; and Any other reliefs) as the Hon'ble Authority may deem fit.



D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed a detailed reply on 18.07.2025 pleading therein as under :-

11. That 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 new projects of the Respondent Company.
12. 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.
13. 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.
14. That the Respondent in the present case is denying that it has ever promised and allotment or has assured any future allotment to the Complainant herein.
15. That the Complainant, who was/ is a speculator, who purchased the booking rights of the unit from the previous person holding the same,



knowingly that no allotment was promised or given to the person from whom he purchased the money receipts.

16. That no cause of action has been pleaded in the present case where the money receipts are dated 21.06.2004 & 27.12.2005 respectively. The case put up by the Complainant is that he was waiting for allotment for the past 17 years and has come to the Authority for indulgence so that an allotment can be issued after expiry of limitation, which in this present case is 17 years.
17. That the continuous cause of action cannot be pleaded in the present case for the reason that there was no allotment rather only the money receipts that too were brought to the notice of any legal forum only after the expiry of 17 years. Authority cannot adjudicate upon the stale claims.
18. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the definition of allottee is reproduced hereinafter for ease of this Hon'ble Authority.

“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."

19. That the money receipts attached with the complaint is for expression of interest shown by the complainant in present and future project or new projects of the respondent company. However, it is a matter of record that the complainant was never allotted any unit/plot in any of the projects of the respondent company as he did not meet the criteria so laid down by the respondent company.
20. That the present complaint is grossly barred by limitation and this Hon'ble Authority does not have jurisdiction to entertain a time barred claim. Moreover, in the 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 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, his claim should be dismissed.



21. That further, it is stated that initially in the year June, 2004, one Ms. Seema Mittal had shown her interest towards Present and Future Projects/New Projects of the Respondent-Company. Afterwards, in the year January' 2006 this expression of interest or advance registration was transferred in the favour of Mr. Rohit Gupta. Once again, in the September, 2008, this expression of interest or advance registration was transferred in the favour of Mr. Jitender Dhawan after submission of all relevant & necessary documents in the records of the Respondent Company. However, there was no allotment by the Respondent-Company in favour of any of the party.
22. 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.
23. That in similar appeal titled as "Savita Khaturia vs. M/s Parsvnath Developers (P) Limited Appeal No. 193 of 2019", the Hon'ble Tribunal has been pleased to dispose of the appeal filed for granting the possession of plot by an allottee upholding the direction rendered by the I.d. Regulatory Authority to refund the earnest amount along with interest.



E. REJOINDER FILED BY THE COMPLAINANT.

24. Complainant has filed a rejoinder dated 16.10.2025 reiterating the facts already encapsulated in the facts of the complaint.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

25. During oral arguments complainant reiterated the facts of the complaint. Learned counsel for complainant submitted that complainant is interested in seeking refund of the amount deposited by him along with interest.

G. ISSUES FOR ADJUDICATION

26. Whether the complainant is entitled to refund of amount deposited by him along with interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

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

(i) 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 and registration was mere an expression of interest towards future project of respondent. 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, 2016. 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 the original allottee had paid a sum of ₹2,75,500/- for purchasing a plot measuring 500 sq. yards in next project of respondent. Subsequent thereupon the respondent promoter accepted another payment of ₹5,64,500/- from the subsequent allottee on 27.12.2005 and thereafter the plot was endorsed in favour of complainant on 28.08.2008. The fact that the respondent had accepted subsequent payment from the predecessor in interest 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, issuing receipt for the same and endorsing the plot in favor of



the complainant clearly 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.

(ii) 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.

(iii) Factual matrix of the case is that admittedly, the original allottee Ms. Seema Mittal made advance registration for a plot in the Present and Future project of the respondent, M/s Parsvnath Developers Ltd. on 21.06.2004 by paying ₹2,75,000/- as booking amount. Said booking was transferred in the name of Mr. Rohit Gupta on 27.12.2005. Thereafter, the booking of the plot was transferred in the name of the complainant on



28.08.2008. There is also no dispute with regard to the fact that no specific plot was allotted to the predecessor in interest of the complainant and that no builder buyer agreement was executed between the parties. It is an admitted fact that even after a lapse of 19-20 years, no allotment of plot has been made in favor of complainant by the respondent. Thus, the respondent who has accepted total paid amount of ₹8,40,000/- way back in the year 2004 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. So, the present case is also being disposed of in the same terms of the said case by allowing refund of paid amount with interest.



(iv) 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”.

(v) 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.

(vi) 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%.

(vii) The definition of term ‘interest’ is defined under Section 2(za) of the Act which is as under:



(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Accordingly, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Hence, the Authority directs respondent to refund the paid amount of ₹8,40,000/- along with interest 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 10.80%(8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amount along with interest calculated at the rate of 10.80% till the date of this order and said amount works out to ₹ 8,40,000/- as per detail given in the table below:



Complaint no. 2001/2024

Sr.no.	Principal Amount(in ₹)	Date of payment	Interest Accrued till 14.10.2024 (in ₹)
1.	2,75,500/-	21.06.2004	6,42,605/-
2.	5,64,500/-	27.12.2005	12,24,164/-
TOTAL (in ₹)=	8,40,000/-		18,66,769/-
Total amount to be refunded to the complainant (in ₹) = 27,06,769/-			

(viii) Further, the complainant is seeking cost of litigation. 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 litigation expenses.

I. DIRECTIONS OF THE AUTHORITY

28. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation

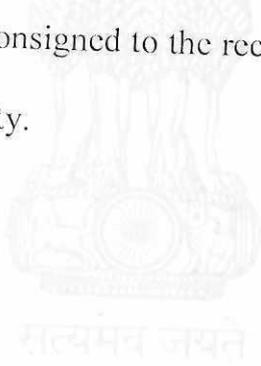


cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to refund the entire amount of ₹8,40,000/- with interest ₹18,66,769/- to the complainant in complaint no. 2001/2024. It is further clarified that respondent will remain liable to pay the interest to the complainant till the actual realization of the above said 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 follow.

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



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NADIM AKHTAR
MEMBER