



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1633 of 2023
Date of filing:	07.08.2023
Date of first hearing:	07.12.2023
Date of decision:	19.01.2026

Shilpi Gupta,
R/o House no. 1 Road No. 20,
East Punjabi Bagh,
New Delhi- 11026

....COMPLAINANT

VERSUS

1.Parsvnath Developers Ltd.
Office: Parsvnath Metro Tower, Near Shahdara Metro Station,
Shahdara, Delhi- 110032
2. Raj Kumar Dhamija S/o Sh. H.R Dhamija

....RESPONDENT(S)

Present: - Mr. Amit Gupta, Representative for the complainant through video conference.

Ms. Rupali S. Verma, counsel for the respondent through video conference.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint dated 07.08.2023 has been filed by the complainant 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 unit booked by the erstwhile applicant, the details of sale consideration, the amount and details of project are detailed in following table:-

S.No.	Particulars	Details
1.	Name of the project	"Present and Future project"; Location: Parsvnath City, Sonapat., 400 sq. yards.
2.	Date of application submitted by the original applicant	04.06.2004
3.	Date of allotment	Not made
4.	Date of builder buyer agreement	Not executed
5.	Total sale consideration	₹14,00,000/-
6.	Amount paid	₹7,00,000/-
7.	Due date of possession	Cannot be ascertained
8.	Offer of possession	Not offered

B. FACTS OF THE COMPLAINT

3. That on 04.06.2004, Mrs. Nidhi Gupta made a booking of a residential plot of 400 square yards in Parsvnath City Sonipat @ ₹ 3500/- per square yard and paid ₹ 2,00,000/- to the respondent as per receipt no. 3341 issued by the respondent. A copy of the receipt is attached as Annexure P/1.
4. That on 09.02.2006 M/s Bharat Buildtech Pvt. Ltd. got the aforementioned plot transferred in its name and made a further payment of ₹5,00,000/- to the respondent as per receipt no. PC003302 dated 09.02.2006. A copy of the receipt is attached as Annexure P/2.
5. That in July 2007, Mr. Raj Kumar Dhamija got the booking transferred in his name and respondent acknowledged the same vide letter dated 30.07.2007. Copy of the letter dated 30.07.2007 confirming name substitution of Mr. Raj Kumar Dhameja and a copy of ledger account in the name of Mr. Raj Kumar Dham are attached as Annexure P/3 and P/4.
6. That on 29.03.2011, complainant purchased the booking from Mr. Raj Kumar Dhameja and paid full and final consideration amounting to ₹7,25,000/- vide RTGS and an agreement to sell dated 29.03.2011 was executed between the parties. Copy of the agreement to sell dated 29.03.2011 and complainant's bank statement is attached as Annexure P/5 and P/6.



7. Since then, the complainant has visited the office of the respondent several times requesting for transfer of booking in her name and requesting for allotment, possession of plot in Parsvnath City Sonipat but got no meaningful response from the respondent. Copies of transfer documents ready with the complainant are attached as Annexures P/7 to P/12.
8. Complainant wants to cite judgement of this Honorable Authority for the same 'Sonipat' project dated 11.03.2020 titled '**Nishant Bansal vs. Parsvnath Developers Ltd.**' wherein Authority has allowed the complaints and has directed the respondent to allot and deliver the possession of the booked plots to the complainants in the project Parsvnath City, Sonipat on payment of balance sale consideration recoverable from them. The Authority has further directed that in case the respondent due to non-availability of plots is not able to allot and offer its possession to the complainant concerned, he will be liable to make available to him a plot of the size, as booked, by purchasing it from the open market at his own cost.

C. RELIEFS SOUGHT

9. The complainant in her present complaint has sought following reliefs:
 - (i) That the respondent be directed to immediately transfer the booking in the name of the complainant.



- (ii) That the respondent be directed to allot plot in Parsvnath City Sonipat against the complainant's booking immediately and offer possession of the same. In case the respondent cites non-availability of plots, respondent should be directed to make available to him a plot by purchasing it from the open market at his own cost.
- (iii) That the respondent be directed to compensate the complainant with interest on the paid amount for the long delay in offering possession to the complainant.
- (iv) That the respondent be directed to pay the penalty to the complainant for compromising/ignoring the legitimate rights of the complainant for allotment of plots and effecting illegal sales to other customers as the authority deems fit.
- (v) That the respondent be directed to pay the litigation cost to the complainant.
- (vi) Any other relief as the authority deems fit may be allowed to the complainant.

**D. REPLY SUBMITTED BY THE COUNSELS ON BEHALF OF
RESPONDENT NO.1.-**



Learned counsel for the respondent no.1 filed a detailed reply on 30.04.2024 pleading therein:-

10. 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 as per section 2(d) of the Real Estate (Regulation and Development) Act, 2016 and the registration was mere an expression of interest towards the future project of the respondent.
11. 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 absence of any pleadings regarding condonation of delay, this Hon'ble Authority could not have entertained the complaint in the 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, her claim should be dismissed.



12. 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.
13. 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.
14. That the documents attached with the present complaint pertains to expression of interest towards the present and future project of the respondent company however, as per the documents attached, the complainant has no locus to file the present complaint as her registration was never acknowledged in the records of the respondent company.
15. That on 04.06.2004, Ms. Nidhi Gupta (original applicant) expressed her interest in the booking of advance towards registration of a plot in any of the present & future/new projects of the respondent company. Further, it is pertinent to mention that Ms. Nidhi Gupta was very well aware with the fact that neither any location nor any site of the project was confirmed at the time of registration. Mrs. Nidhi Gupta while filling the application form gave an undertaking that in case no allotment is made, then she shall accept the refund of the amount deposited by her towards its registration. She had duly agreed that, as per "Clause f" of the Application Form, the Respondent 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.

16. That on 28.03.2006, Ms. Nidhi Gupta transferred/endorsed her interest in favour of M/s. Bharat Buildtech Pvt. Ltd (Second allottee) after submitting the necessary/relevant documents in the office of respondent company. On 07.02.2006, M/s. Bharat Buildtech Pvt. Ltd had signed & executed an Affidavit-Cum-Undertaking and Indemnity, the said Affidavit-Cum-Undertaking and Indemnity clearly stipulates that in case M/s. Bharat Buildtech Pvt. Ltd. is not allotted any plot in upcoming/new project of the Respondent, then, they shall accept refund of the deposited amount with 9% simple interest per annum. A copy of affidavit-cum-undertaking & indemnity dated 07.02.2006, is annexed herewith as Annexure R-2.
17. That on 30.07.2007, again, M/s. Bharat Buildtech Pvt. Ltd. transferred/endorsed its interest in favour of Mr. Raj Kumar Dhameja after submitting the necessary/relevant documents in the office of Respondent Company. A copy of endorsement letter dated 30.07.2007, is annexed herewith as Annexure R-1. That on 27.06.2007, Mr. Raj Kumar Dhameja had signed & executed an Affidavit-Cum-Undertaking and Indemnity, the said Affidavit-Cum-



Undertaking and Indemnity clearly stipulates that in case Mr. Raj Kumar Dhameja is not allotted any plot in Present & Future/New Project of the Respondent, then, he shall accept refund of the deposited amount with 9% simple interest per annum. A copy of affidavit-cum-undertaking & indemnity dated 27.06.2007, is annexed herewith as Annexure R-4.

18. That as per the respondent-company's records the complainant is neither the original applicant nor a subsequent purchaser (s). Hence, the complainant does not have any legal right & validity for adjudication of said complaint before Hon'ble H-RERA, Panchkula; therefore, this complaint must be quashed solely on this ground.
19. That it is pertinent to mention that the present complaint is filed with malafide intentions, gain unreasonable & arbitrary gain from the respondent company. It is apposite to describe that the complainant does not have any locus standi to file the present complaint because there is no mutual obligation & contractual agreement between both the parties. It is important to mention that the complainant is trying to extort undue advantage. Moreover, the complainant cannot be allowed to have undue enrichment on the liberal approach of Hon'ble Authority. Further, the present complaint is a classic case of misuse of process of law and should not be entertained in the interest of justice.



20. That the documents annexed from P/5 to P/12 are false and fabricated and hence have no relevance & further, it is important to say that these documents do not have any concern & relevance with the respondent company. Besides, it is important to state that the annexed documents with said & present Complaint smell mala fide.
21. That the Complaint filed, besides being misconceived and erroneous, is untenable in the eyes of law. The Complainant has misrepresented herself to file the Complaint before this Hon'ble Authority. Further, relief (s) sought by the Complainant does not even fall within the realm of jurisdiction of this Hon'ble Authority, as there is neither any allotment nor any agreement to sale between the parties.

**E. REVISED COMPLAINT FILED BY THE COMPLAINANT ON
03.03.2025**

22. Complainant had filed its revised complaint on 03.03.2025 impleading Mr. Raj Kumar Dhameja as respondent no.2. Mr.Raj Kumar Dhameja had filed his reply on 03.03.2025 stating therein
- That I had purchased a booking of a residential plot of 400 square yards in Parsvnath City Sonipat @Rs. 3,500 per square yard in which Rs. 7,00,000/- had been paid to the respondent no. 1 on 04.06.2004 and 09.02.2006 as per receipt nos. 3341 and PC003302 issued by the respondent no. 1.



- That on 30.07.2007, respondent no. 1 endorsed the above receipts in my favour.

- That on 29.03.2011, I sold the above booking to the complainant who paid full and final consideration amounting to Rs. 7,25,000/- vide RTGS dated 29.03.2011.

- That having sold the booking & transferred all my rights to the complainant, I have no locus standi in the booking which is now between complainant & respondent No. 1.

23. Complainant had filed an affidavit along with Aadhar card of the respondent no. 2 and courier slip dated 20.12.2011 on 11.08.2025.

F. REPLY BY RESPONDENT NO. 1 TO THE AMENDED COMPLAINT FILED BY THE COMPLAINANT

i) That the present Complaint is not maintainable before this Hon'ble Authority. The Complaint is an afterthought to mislead this Hon'ble Authority.

ii) That this Hon'ble Authority in the order dated 09.01.2025 directed the Complainant to implead Mr. Raj Kumar Dhameja as necessary party.

iii) That perusal of the document filed before this Hon'ble Authority alleged to be a revised Complaint would show that the application filed by the Complainant does not even pray for impleadment of Respondent No.2.



- iv) That further, the Complainant is guilty of misleading this Hon'ble Authority by filing forged and fabricated documents for the adjudication of the present Complaint.
- v) That along with the alleged revised Complaint; the Complainant has also filed 03 pages document allegedly a reply to the impleadment application.
- vi) That the perusal of the reply to the Complaint allegedly on behalf of Amit Jain would show that it is neither verified nor attested in accordance with law.
- (vii) That the attempt of the Complainant to mislead this Hon'ble Authority should be taken as a serious lapse and accordingly, penalty should be imposed.
- viii) That in facts and circumstances of the present case, it is submitted that the Complainant be put to strict proof inasmuch as, authenticity of the reply filed by alleged Respondent No.2 is concerned.
- ix) That it is further submitted that this Hon'ble Authority would not have jurisdiction to decide the disputed questions of facts.
- x) That the issues involved in the present Complaint are the subject matter of a civil jurisdiction and not of this Hon'ble Authority under the Act, which provides for summary proceedings.



xi) That further, without prejudice, it is submitted that the contents of the reply filed to the main complaint as regard to merits of the case concerned may be treated as reply to the present Complaint as well.

**G. ARGUMENTS OF LEARNED COUNSEL FOR
COMPLAINANT AND RESPONDENT**

24. Two directions were given to the complainant. First was to file a duly sworn affidavit annexing the aadhar cards of the predecessor in interest Mr. Raj Kumar Dhamija as well as any other primary documents omitted from the impleadment application and second to secure the presence of the predecessor in interest.

25. Complainant has submitted an affidavit in compliance of the order on 11.08.2025. Representative of the complainant submitted that the first payment was made by the complainant on 29.03.2011 through RTGS. An agreement to sell was executed between the complainant and Raj Kumar Dhameja on 29.03.2011 annexed as annexure P/5. Thereafter letter dated 29.03.2011 was sent to the respondent for nomination of the complainant. Said letter has been annexed as annexure P-8 of the complaint. The documents with respect to nomination were sent back by the respondent without any reply. Mr. Raj Kumar Dhamija also marked his presence and submitted that the submissions made by representative by the complainant are correct.



26. On being asked by the bench as to what steps have been taken by the complainant between the period of 2011 to 2023 (till the date of filing complaint), representative of the complainant answered that complainant was not aware of the steps to be taken by her for enforcement of her rights.

27. Id. Counsel for the respondent submitted that complainant is alleging that letter dated 29.03.2011 has been sent to the respondent company for nomination however there is no postal receipt attached to such letter and there is no evidence whether such letter was actually received by the respondent or not. She also submitted that 12 years have already passed and no steps were taken by the complainant from the year 2011 to 2023 for endorsement of allotment in her name, therefore complainant's claim must not be allowed. Respondent is ready to refund the amount paid by the complainant along with interest.

H. ISSUES FOR ADJUDICATION

28. Whether the complainant is entitled to relief of possession of plot booked by the original applicant which was purchased by the complainant along with interest for delay in handing over the possession in terms of Section 18 of Act of 2016?



I. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

29. 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:

i) Initially, Ms. Nidhi Gupta booked a residential plot measuring 400 sq. yards in the respondent's township namely Parsvnath City, Sonipat, under the "Present & Future" scheme launched by the Respondent at Sonipat, Haryana. The said booking was later transferred in the name of M/s Bharat Buildtech Pvt. Ltd on 09.02.2006. Thereafter on 30.07.2007, Mr. Raj Kumar Dhameja purchased the said booking from the second allottee M/s Bharat Buildtech Pvt. Ltd. Endorsement letter annexed as annexure P/I clearly indicates that respondent duly acknowledged Mr. Raj Kumar Dhameja as its allottee.

ii) Now the question that arises is that whether complainant can be recognized as an allottee in the present case. Complainant has placed reliance upon a courier receipt dated 20.12.2011 submitted on 11.08.2025. However, the said receipt, itself, does not establish the nature or contents of the documents allegedly dispatched to the respondent. Even assuming that certain documents were forwarded



under the said courier for endorsement, the complainant has failed to demonstrate her bona fides or to substantiate any diligent steps taken by her after the respondent allegedly failed to endorse the booking of the plot in her favour. It is clear from the record that no action whatsoever was taken by the complainant until the filing of the present complaint on 07.08.2023. No correspondence exchanged with the respondent has been placed on record, nor has the complainant initiated any legal proceedings during the intervening period. The conduct of the complainant clearly reflects that she remained indolent and slept over her alleged rights for nearly a decade.

iii) The Complainant has failed to produce any relevant, admissible, or legally binding documents to substantiate her 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 her favor. Instead, the Complainant continues to rely exclusively upon a courier slip submitted by the complainant on 20.12.2011, Annexures P-5 , P-6, P-7, P-8 and P-9 which include an Agreement to Sell executed between the complainant and Mr. Raj Kumar Dhameja, document of an RTGS transaction on 29.03.2011 transferred from



complainant's account to Mr. Raj Kumar Dhameja and an affidavit dated 29.03.2011 of Mr. Raj Kumar Dhameja.

iv) 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 the original allottee 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 context, the complainant's reliance on such documents does not establish any entitlement or cause of action under the Real Estate Act.

v) 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 she produced any document evidencing a builder-buyer relationship between her and the respondent.

vi) Under Section 2(d) of the RERA 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.

vii) In the present case, there is no executed agreement between the complainant and the respondent, nor any endorsement request. No payment receipts or other documentation evidencing a binding



contractual relationship have been filed. The complainant has filed only basic pleadings without attaching any supporting documents.

viii) 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.

30. 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** as dismissed.
31. File be consigned to the record room after uploading of the order on the Authority's website.



.....
NADIM AKHTAR
MEMBER