HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision:	15.01.2026

S.No.	Complaint nos.	Complainants
1.	2479 of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
2.	2480of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
3.	2481 of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
4.	2482 of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
5.	2483 of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
6.	2484 of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
7.	2486 of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
8.	2487 of 2023	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
9.	2488 of 2023	Sh. Satish Kumar Aggarwal, S/o

		Rattan Chand Aggarwal, R/o A-13 Kailash Colony, New Delhi- 110048.
10.	**2535 of 2023**	Sh. Satish Kumar Aggarwal, S/o Rattan Chand Aggarwal, R/o A-13, Kailash Colony, New Delhi- 110048.
11.	**2523 of 2023**	Mrs. Ritu Modi, W/o Gaurav Modi, R/o D-3, Maharani Bagh, New Delhi- 110065.

VERSUS

R-1 Dhingra Jardine Infrastructure Pvt. Ltd. through its authorised representative, having its registered office at B-183, Near Park, Greater Kailash-1 New Delhi-110048

R-2 Tower-E California Country Buyers Association having its office at California Country, Sector-80, Village Badauli, Faridabad, Haryana.

R-3- Tower-C Flat buyers Welfare Association Blue Solitaire, having its office at California Country, Sector-80, Village Badauli, Faridabad, Haryana

CORAM:	**Parneet Singh Sachdev**	**Chairman**
	Nadim Akhtar	**Member**
	Chander Shekhar	**Member**

Present: - Mr. Shubhnit Hans, Counsel for the complainants (in all captioned complainants).

None for the respondent no.1 (in all captioned complainants).

Sh. Shobhit Phutela, Counsel for the respondent no.2 through VC (in all captioned complainants).

None for the respondent no.3 (in all captioned complainants).

ORDER (PARNEET S SACHDEV-CHAIRMAN)

1. This order shall dispose of above all captioned complaints filed by the complainants before this Authority 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.

2. These captioned complaints are taken up together as facts and grievances of all complaints are identical and relate to the same project of the respondent, i.e., "California Country", situated at Sector 80, Village Badauli, Fardiabad, Haryana. The fulcrum of the issue involved in these cases pertains to failure

on the part of respondent/promoters to deliver timely possession of unit in question. Therefore, **Complaint No. 2479 of 2023** titled as **"Sh. Satish Kumar Aggarwal versus R-1 Dhingra Jardine Infrastructure Pvt. Ltd; R-2 Tower-E California Country Buyers Association; R-3 Tower-C Flat buyers Welfare Association Blue Solitaire"**, has been taken as lead case for deciding all captioned matters.

A. FACTS AS PER THE COMPLAINT No. 2479 of 2023

3. That the Representatives of the Respondent No. 1 Company lured the Complainant to book several units in the future and present Project of the Respondent No. 1 Company. The Complainant getting lured and eye-washed by the officials of the Respondent No. 1 Company, booked 10 units in the present and future project of the Respondent No.1 Company and accordingly paid a sum of Rs. 10,00,000/- to the Respondent No. 1 Company towards the booking of the said amount. Copy of Ledger account issued by Respondent No. 1 Company is annexed herewith and marked as ANNEXURE C-1.

4. That the Respondent No. 1 Company through an offer for invitation, invited registration for a residential plotted colony along with facilities and common areas in their township under the name and style of 'California Country' at Sector 80, Village Badauli, Faridabad Haryana, (hereinafter referred to as "Project").

5. The Complainant from time to time, had verbal discussions with the representatives of the Respondent wherein, it was represented to the complainant that all requisite licenses, approvals and permissions had been duly acquired by the Respondent.

6. The Complainant further made a payment of Rs. 3,00,000/- (Rupees Three Lakhs Only) vide cheque no. 000007 drawn on Bank of India dated 04.10.2008 and Rs. 2,00,000/- (Rupees Two Lakhs Only) vide cheque no. 000014 drawn on Bank of India dated 04.10.2008 in lieu of the 10 flats booked by the Respondent No. I Company in the name of the Complainant. The cheques issued by the Complainant were duly encashed by the Respondent No. 1 Company as amount is duly reflected in the Ledger Account issued by the Respondent No. 1 Company.

7. That since the Respondent No. 1 Company failed to allot any unit in favour of the Complainant, the Complainant again met the officials of Respondent No. 1

8. Company and got the 10 unit allotted in his favour bearing no. E-901, E-1004, E-1604, C-1803, C-1804, C-104, C-304, C-404, C-1201 and C-102 in the Project named California Country' at sector 80, Village Badauli, Faridabad, Haryana developed by Respondent No. 1 Company and the said

allotments were later changed to E-1302, E-1304, E-1401, E-1402, E-1504, E-1601, E-1602, E-1604, E-1904 and C-1803.

9. That Allotment letter was issued to the Complainant for the unit no. C-104, admeasuring 2200 sq. ft.(approx.), in the project of the Respondent No. 1,'California Country' at Sector 80, Village Badauli, Faridabad Haryana for basic sale price of Rs. 41,80,000/- (Rupees Forty One Lakh Eighty Thousand Only) calculated @ Rs. 1900 sq.ft. Copy of Allotment letter dated 16.01.2010 issued by Respondent No. 1 Company is annexed herewith and marked as ANNEXURE C-2. It is also pertinent to state here that After some negotiations a discount of Rs. 200 sq. A was agreed between the Complainant and the Respondent No.1 Company and the super area of the unit was reduced to 1865 sq. ft. hence the final basic sale price of the unit agreed to be calculated for super area of 1865 sq. fl. of the unit @ Rs. 1700 sq. f. for all the units booked by the Complainant in the said project of the Respondent No.1 Company whereby basic sale price comes to Rs. 31,70,500/-,

10. That Complainant is Allottee within the meaning of Section 2(d) of the Real Estate Regulation and Development Act, 2016 (hereinafter referred to as "the Act", for short).

11. The Complainant further made a payment of Rs. 11,00,000/-(Rupees Eleven Lakhs Only) vide cheque no. 618274 drawn on Bank of India dated 30.10.2011 in lieu of the 10 allotted flats by the Respondent No. 1 Company to the Complainant as same are duly reflected in the Ledger account issued by the Respondent No.1 Company.

12. The Complainant further made a payment of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) and Rs. 8,00,000/- (Rupees Eight Lakhs Only) vide cheque no. 00057 drawn on Bank of India dated 01.02.2012 and vide cheque no. 000128 drawn on Bank of India dated 01.02.2012 respectively, in lieu of the 10 allotted units by the Respondent No. 1 Company to the Complainant as same are duly reflected in the Ledger account issued by the Respondent No.1 Company.

13. Complainant further made a payment of Rs. 9,00,000/- vide cheque no. 51 drawn on Bank of India encashed on 16.06.2012 in lieu of the 10 allotted by the Respondent No. 1 company to the complainant.

14. The Complainant further made a payment of Re 5,00.000 vide cheque nos 101758 drawn on Bank of India encashed on 25.04.2013 in lieu of the 10 allotted flats by the Respondent No. 1 Company to the Complainant. The Complainant further made a payment of Rs. 5,00,000/- vide cheque no.

902363 drawn on Bank of India encashed on 12.12.2013 in lieu of the 10 allotted fats by the Respondent No. 1 Company to the Complainant.

15. It is also pertinent to state here that complainant had made payment of total amount of Rs. 40,50,000 (Forty Lakhs Fify Thousand Rupees Only) in cash on various occasions as and when demand was raised by the Respondent No. 1 Company. Hence, a total of Rs. 1,05,50,000/-(Rupees One Crore Five Lakhs and Fifty Thousand Only) was paid to the Respondent No. 1 Company by the Complainant in lieu of 10 flats allotted to the Complainant.

16. That it is also pertinent to state here that some payments have been made by Sh. Swarn Aggarwal and Sh. Sham Lal to the Respondent No. 1 Company on behalf of the Complainant on account of the units allotted and same is evident from the bank account statement of Sh. Swarn Aggarwal and Sh. Sham Lal. Copy bank Account statement of Sh. Swarn Aggarwal and Sh. Sham Lal is annexed herewith and marked as ANNEXURE C-3 & ANNEXURE C- 4 respectively.

17. That at the time of booking of the apartment/unit, Complainant were assured by the Respondent Company that the legal physical possession of the apartment unit will be delivered within 3 years. That Respondent No 1 has not executed Builder Buyer Agreement with the complainant despite request

and various visit by the Complainant to the office Respondent No. 1 Company to execute the Builder Buyer Agreement but to no avail.

18. However, pursuant to the said payments, the Respondent pay any heed and failed to provide the Complainant with any status update, despite several communications from the Complainant. On visiting the project site also, no development was visible.

19. That the total value of the said Apartment/Unit was fixed at Rs. 31,70,500/- (Rupees Thirty-One Lakh Seventy Thousand Five Hundred Only). The Complainant have already made the payment of Rs. 8,00,000/- (Rupees Eight Lakhs Only) as demanded by Respondent No.1 Company till date in respect to the unit in Complaint. Copy of Statement of Account issued by the Respondent No. 1 Company in respect to the unit in Complaint is being annexed herewith and marked as ANNEXURE C-5.

20. That on 01.05.2018 it came to the knowledge of the Complainant that the Director of the Respondent no. 1 Company has committed suicide and has expired. Therefore, then the Complainant went to see the actual progress of the project at the site Complainant was shocked to see that the project is at stand still, no progress has taken place on site as such despite the fact that representatives of Respondent No. 1 Company said to the Complainant that the construction of the said project was going in full swing, and that there

was no impediment causing any sort of delay in timely delivery of possession in the project.

21. That the Complainant has the apprehension that the Respondent No. 1 Company had transferred or sold the units which were allotted to the Complainant by the Respondent No. 1 Company and might have created third party rights over the said units allotted to the Complainant. It is also pertinent to mention here that the Complainant had also applied for the membership of Tower E California Country Buyers Welfare Association, herein (herein further referred as Respondent No. 2) which was duly delivered by post at the Association Office. Copy of Membership Form of the Tower E California Country Buyers Welfare Association along with postal receipts is annexed herewith and marked as ANNEXURE C-6.

22. That the Complainant have paid all the amounts demanded by the Respondent Company till date and has made all the payments as and when demanded. It is reiterated that the Complainant have till date paid an amount of Rs. 8,00,000/-(Rupees Eight Lakhs Only). That the Complainant, in compliance of all the demands as and when raised by the Respondent No. 1 Company made payments for the unit booked. For all the payments made by the Complainant, the Respondent issued receipts for each and every payment

made by the Complainant to the Respondent Company by the Complainant in respect of the Apartment Unit of the Complainant in the said project.

23. Subsequently, a Complaint was filed before the Ld. RERA Panchkula by Respondent No. 2 and 3 against Respondent No. 1 Company alleging the delay in handing over the possession of the units of their respective Towers in the said project.

24. That Complaint filed by the Tower E California Country Buyers Association Sector 80, Faridabad herein further referred as Respondent No. 2) vide Compliant No. HRERA-PKL-71-2020 and Complaint filed by Flat Buyer Welfare Association Blue Solitaire Tower-C Faridabad (herein further referred as Respondent No. 3) vide Compliant No. HRERA-PKL-3062-2019 before the Ld. RERA Panchkula against the Respondent No. 1 for not completing the project within the stipulated time praying to take over the project and complete it by themselves. That thereafter an application was filed by the Respondent No. 3 association before the Ld. RERA Panchkula, seeking handing over of possession of Tower- C to the association for completing the construction of the same at their own level.

25. That wide order dated 15.03.2022 the Ld. RERA passed the direction stating that the project be handed over to the associations for completion at their own level with direction to submit progress report in writing on the next date

of hearing. Relevant part of order dated 13.03.2022 is reproduced herein for reference of the Ld. Authority: -

"4. *Learned Counsel Shri Shobhit Puthela appearing for Flat Buyers Welfare Association Tower-C submitted an application 04.02.2022 inter-alia submitting the Balance Confirmation Certificate issued by IIDFC Bank, he stated that Association of Tower-C have collected an amount of Rs. 192.75 lakhs against requirement of Rs. 192.75 lakhs stipulated Complaint No. 3134 2617, 3062, 2236 634 of 2019, 71 & 506 of 2020 by Authority. Further they have also issued an advertisement in newspapers inviting bids for undertaking development works of the project. Authority decided to hand over Tower-C also to its Association. Association will put the amount earmarked for laying external services in a separate bank account and such amount shall not be used by Association Except with prior approval of this Authority. This Tower accordingly stands handed over to this Association. They may go ahead and complete it at their own level. Various conditions and stipulations made from Authority from time to time will be applicable. Association will submit progress report on each date of hearing.*"

26. Copy of Order dated 15.03.2022 is annexed herewith and marked as ANNEXURE C-7.

27. That subsequently another Application dated 01.08.2022 was filed by the Respondent No. 2 association in Complaint No. 71 of 2022 before the Ld. RERA Panchkula, seeking handing over of Tower-E to the association for completion at their own level as they have complied with all the necessary statutory requirements as per RERA, 2016.

28. That Ld. RERA, Panchkula vide Order dated 02.08.2022 had decided to handover the possession of Tower-E to the association of Allotees with direction that they will submit progress report in writing on the next date of

hearing. Relevant part of the order dated 02.08.2022 is reproduced here for reference of the Ld. Authority-

"3. Authority after consideration decides to hand over Tower-E to the Association of Allottees. The association of Tower-E will strictly comply with guidelines and directions given in para-13 of the order dated 15.03.2022. They will also submit progress report in writing on next date of hearing"

29. Copy of Order dated 02.08.2022 is annexed herewith and marked as ANNEXURE C-8.

30. That when the Complainant went to the Respondent No. 2 for inquiring about the status of construction of his said allotted unit and inquiring about the possession. of his said unit. Respondent No. 2 denied all the claims of the Complainant and stated that there are no such unit booked under the name of the Complainant.

31. That Respondent No 2 had taken over the construction of the tower of the said project where the allotted unit of the Complainant is situated for which construction of the said unit was under the responsibility of the Respondent No. 2 in regard to the Order of the Ld. RERA Panchkula. Despite all that, complainant who has applied for the membership of the Association as the owner of the unit mentioned in the application form supporting it with the allotment letter issued by the Respondent No.1 Company, the Respondent No.2 i.e., Tower E California Country Buyers Association had declined all

the claims of the Complainant. That the Complainant has paid all the demands made therein in respect to the said unit.

32. That Respondent No. 2 had acted arbitrarily and maliciously had declined all the claims of the Complainant with respect to the unit duly allotted by the Respondent No. 1 Company vide allotment letter dated 16.10.2010.

33. That vide a Public Announcement made in the newspaper dated 200s.-came into the knowledge of the Complainant that a Resolution Professional has been appointed for the Respondent No.1 Company which has been declared insolvent by National Company Law Tribunal, Dethi vide Order date 16.09.2022. As per the said Public Announcement all the creditors of the Insolvent Company i.e., Dhingra Jardine Infrastructure Pvt. L.td., Respondent No.1 Company herein, are directed to file their claims before the Resolution Professional before 02.10.2022. Copy of Public Announcement made in newspaper dated 20.09.2022 is annexed herewith and marked as ANNEXURE C-9.

34. That it is pertinent to state that the Complainant had filed its claim before the Ld. Resolution Professional and the same was pending till 15.11.2022, however, the same was not cleared later on due to some discrepancies. Copy of report of Ld. Resolution Professional till 15.11.2022 is annexed herein and marked as ANNEXURE C-10.

35. That vide Email dated 03.10.2022 the Resolution Professional has acknowledged the receipt of email for claims of the Complaint in respected to the said allotted unit. Copy of email dated 03.10.2022 of Acknowledgement by the l.d. Resolution Professional is annexed herewith and marked as ANNEXURE C-11.-?

36. That the payments made to the Respondent No. 1 are clearly admitted in the statement of accounts issued by the Respondent No.1 Company. That under the given circumstances, the Complainant is entitled for the actual possession of the unit booked by the Complainant and interest on the delayed possession as per the rules and provisions of the RERA act, from the date of deposit of amounts till the date of actual handing over of the Possession of the allotted unit to the Complainant.

37. That the cause of action in the present complaint has accrued from time to time on various dates. That the cause of action for filing the present complaint is continuous and recurring. That being aggrieved by the actions of the Respondent No. I and Respondent No. 2, the Complainant are forced to approach the Ld. Authority and seeking justice and to seek for delivery of actual possession of the unit booked by the Complainant with the Respondents towards the unit booked by the Complainant in the said project of the Respondent No. 1 Company.

38. It is submitted that since the project of the Respondent No. 1 is registered with RERA, the provisions of the RERA Act apply in toto. Therefore, the RERA Authority has full jurisdiction to address the issues which have been raised by the Complainant. Moreover, the Ld. RERA Authority is competent to enforce possession and provide interest on the amount paid by the Complainant, for the delay which has been caused by the Respondent No.1 & 2 in handing over possession in terms of the RERA Act and HRERA Rules. As per the RERA Act, the Respondents is liable to pay delayed possession interest till the actual possession of the unit by the Complainant to the Respondent Company. The Respondents are liable to handover the actual possession and pay interest at the said rate from the date payments were made by the Complainant, till date of actual date of possession.

C. RELIEFS SOUGHT

39. The complainant in his complaint has sought following reliefs:

(i) To direct the respondents to offer legal, valid, actual and meaningful possession of the units after completing all its formalities and obligations along with interest on account of delay in possession as per RERA 2017 Rules.

(ii) To direct respondents to refrain from creating any third party rights, transferring, alienating, disposing or selling out the units allotted to the complainant; AND

(iii) Any other relief that the Hon'ble Authority deems fit and proper under relevant provisions of the RERD Act, 2016.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT No. 1

40. As per office record notice was issued to respondent on 08.12.2023 which was delivered to the respondent on 09.12.2023. Thereafter, case was listed for hearing on 28.05.2024, 01.10.2024, 11.02.2025, 01.07.2025 and 29.09.2025, but no reply is filed by the respondent. Even today, i.e., on 15.12.2025, respondent neither appeared nor filed reply. More than 2 years have elapsed and there is no reply from the respondents. Authority is of the view that proceedings before this Authority are summary proceedings and sufficient opportunities have already been granted to the respondent to file reply, any further delay shall defeat the ends of justice. Thus, matter is proceeded based on the documents available on file.

E. REPLY SUBMITTED ON BEHALF OF RESPONDENT No. 2

PRELIMINARY OBJECTIONS AND SUBMISSIONS:

41. That it is respectfully submitted that the Complainant has approached this Hon'ble Authority with unclean hands and has tried to mislead this Hon'ble

Authority by making incorrect, wrong and false averments. Thus, the Complaint is liable to dismissed on this ground itself.

42. It must be highlighted that the Complainant, in the instant case, has filed 10 separate complaints before this Ld. Authority claiming that he had initially been allotted 10 units by the Builder / Respondent no.1, details of which are as follows:

Serial No.	Alleged Initial Allotment
1.	Unit No. E-901
2.	Unit No. E-1004
3.	Unit No. E-1604
4.	Unit No. C-1803
5.	Unit No. C-1804
6.	Unit No. C-104
7.	Unit No. C-304
8.	Unit No. C-404
9.	Unit No. C-1201
10.	Unit No. C-102

43. It must be highlighted that the Complainant, in the instant case, has filed 10 separate complaints before this Ld. Authority claiming that he had initially been allotted 10 units by the Builder / Respondent no.1, details of which are as follows:

Serial No.	Alleged Final Allotment
1.	Unit No. E-1302
2.	Unit No. E-1304
3.	Unit No. E-1401
4.	Unit No. E-1402
5.	Unit No. E-1504
6.	Unit No. E-1601
7.	Unit No. E-1602
8.	Unit No. E-1604
9.	Unit No. E-1904
10.	Unit No. C-1803

44. In the 10 complaints which have been filed by the Complainant, it is his case that he has a right over the aforementioned units / flats on the strength

of few purported 'Allotment Letters)' which had been issued by the Builder / Respondent no.1 in his favour.

45. At this stage, it is relevant to point out that no Apartment Buyers Agreement / Builder Buyer Agreement has been placed on record by the Complainant in any of the 10 Complaints filed before the Ld. Authority, in respect of any of the Units which the Complainant pleads to be an allottee of.

46. That the version put forth by the Complainant in the 10 complaints, itself is flimsy, unbelievable and shaky, as he claims that certain Units were allotted to him initially, which were later changed by the Builder and even further, he does not place on record any Apartment Buyers Agreements) / Builder Buyer Agreements) and / or any Letter for change in the Unit Nos. The documentation which has been annexed by the Complainant in the Complaints) do not inspire confidence, much less create any right in favour of the Complainant.

47. It is submitted that the Complainant does not, prima facie, appear to be a genuine homebuyer and it accordingly, cannot be termed as an 'allotee', as defined under Section 2(d) of the RERA Act, 2016.

48. That the Complainant has mentioned in his Complaints before this Ld. Authority that he has made a payment of Rs.40,50,000/- in Cash to Builder

/ Respondent No.1 on various occasions, as and when the demand was raised by the Builder / Respondent No.1. In this regard, it is submitted that there is no proof of any Cash payment which has been placed on record by the Complainant, and thus, the version of the Complainant cannot be believed to be true and correct.

49. Even with respect to all the payments, no receipts of payments issued by the Builder/ Respondent no.1 have been annexed with the Complaints filed before the Ld. Authority. Moreover, the documents, do not make out any Custome: ID which was allocated to the present Complainant.

50. It must also be highlighted that with respect to the units claimed by the Complainant in the other Complaints filed before the Ld. Authority, as per the records of the Association, there are already persons who have been allotted the said Units and also in respect of which Apartment Buyers Agreements) / Builder Buyer Agreements) have been executed. Details of the same are provided herein below:

Serial no.	Final Allotment	Details of Allotees
1.	Unit No. E-1302	Ratna Kumari & Kusum Kumaria. Agreement dated 06.12.2012
2.	Unit No. E-1304	Devika Gera. Agreement dated 08.06.20215.
3.	Unit No. E-1401	Lalit Mohan Sharma & Priyanka Raina. Agreement dated

		05.12.2013
4.	Unit No. E-1402	Ajit Singh & Renu Singh. Agreement dated 20.11.2012
5.	Unit No. E-1504	Pawan Kumar Chhabra & Mrs. Nidhi Chhabra. Agreement dated 19.10.2012.
6.	Unit No. E-1602	Surinder Gulati & Shashi Gulati. Agreement dated 07.09.2012.

51. It is submitted that had the Complainant adduced any cogent material on record establishing his right over the Units in question, there was no reason for the Association to not consider the claim of the Complainant; however, the flimsy version put forth by the Complainant, as also the lack of documentation, would at best make a claim against the Builder/ Respondent no.1, however no right over the said Units is created in favour of the Complainant. Furthermore, no cause of action arises against the answering Association. It is further submitted that the Complainant is a stranger to the Units, on which he alleges his right over, as the same have been allotted to various homebuyers and in respect of which separate Apartment Buyers Agreements) / Builder Buyer Agreements) have been executed. The Complainant has no right in law in respect of the Units which he alleges to have been allotted to him and is a mere assertion without any cogent evidence.

52. That the Association, as a matter of principle, only recognizes homebuyers who have executed Apartments Buyers Agreement / Builder Buyers Agreement with the Builder / Respondent No.1.

53. It is submitted that the credibility of the Complainant is undermined as the documents which have been made a part of the Complaint do not inspire confidence in the version put forth by the Complainant. Furthermore, at many places, the documents placed on record are contradictory to the averments made in the Complaints) and at some places there is a mismatch in the statement of account annexed with the Complaints) and the Allotment Letters / and/or the submissions made in the Complaint. It is stated that each of such issues will be elaborated while answering the Complaints separately in their respective para-wise reply section to each of the Complaints.

54. As a matter of record, the Units in question are duly allotted to separate Home Buyers, in respect of which they have independently executed their Apartment Buyers Agreements) / Builder Buyer Agreements). It is submitted that any contrary claim upon the Units in question which are being espoused now, at such a belated stage of the proceedings, must not be gone into by the RERA Authority as it may involve questions of evidence, which issues can be raised before competent Civil Court.

Moreover, if it is a case of multiple allotment of the same Unit, the same would only make out a case against the Builder, for which the Complainant may pursue a separate remedy.

55. It is stated that any financial transactions) which the Complainant has undertaken with Builder / Respondent No.1 is the sole responsibility of the Builder / Respondent No.1 and the Answering Respondent Association is not answerable, nor does it have any liability / responsibility for any act done or omitted to have been done by the Builder / Respondent No.1.

56. In light of the aforementioned preliminary submission and objections, it is submitted that the Complaint be dismissed in limine.

57. It is submitted that the Complaint filed by the Complainants is vexatious and is not tenable in the eyes of law therefore the Complaint deserves to be dismissed at the very threshold. The Complaint is liable to be dismissed in view of the Preliminary Objections set out hereinafter. It is submitted that since the Preliminary Objections are of a jurisdictional nature which goes to the root of the matter, and as per the settled law, the same should be decided in the first instance. It is only after deciding the question relating to maintainability of the Complaint that the matter is to be proceeded with further. The following preliminary and jurisdictional objections are being raised for dismissal of the Complaint.

58. Further in para wise reply following relevant facts has also been stated by respondent no.2:

- That the contents of Para 16 are wrong and denied. It is denied that some payments have been made by Sh. Swarn Aggarwal and Sh. Sham Lal to the Respondent No. 1 Company on behalf of the Complainant on account of the units allotted and same is evident from the bank account statement of Sh. Swarn Aggarwal and Sh. Sham Lal. It is submitted that the documents referred to cannot be considered as the same are not legible and thus are only filed to mislead the Ld. Authority. Even assuming that such payment was received by the Builder, it is not made out that the same were made on behalf of the Complainant and that too in respect of the Units) claimed by the Complainant. It is stated that the statements do not provide any insight on the fact as to for what purpose the payments, if any, have been made for. It is stated that in reply to the instant para, contents of the preceding paras as well as the preliminary objections and submissions are being reiterated and reaffirmed herein and the same are not being repeated for the sake of brevity.
- That the contents of Para 19 are denied as stated. It is stated that no proof has been attached in the Complaint regarding any

communication, which has been alleged to have been made to the Builder / Respondent no.1. Further, in reply to the instant para, contents of the preceding paras as well as the preliminary objections and submissions are being reiterated and reaffirmed herein and the same are not being repeated for the sake of brevity.

- That the contents of Para 20 are wrong and denied as stated. It is submitted that the document (Statement of Account) annexed by the Complainant does not support the Complainant's case as the said document does not bear any Letter-Head / sign or seal of the Builder / Respondent No. 1 Company, and thus its veracity cannot be believed. Even there is no customer ID on the statement of account. It is further submitted that as per the record, the said Unit E-1402 has been allotted to Mr. Ajeet Singh and Mrs. Renu Singh. Copy of Payment Receipts dated 14.10.2012, 19.11.2012, 18.12.2012, 16.01.2013, 15.02.2013, 16.03.2013, 16.04.2013, 17.05.2013, 19.06.2013 and 31.07.2013 is being annexed herewith and has been marked as ANNEXURE R-3. Copy of submission of claim by financial creditors in A class is being annexed herewith and has been marked as ANNEXURE R-4.

- That the contents of Para 20 are wrong and denied as stated. It is submitted that the document (Statement of Account) annexed by the Complainant does not support the Complainant's case as the said document does not bear any Letter-Head / sign or seal of the Builder / Respondent No. 1 Company, and thus its veracity cannot be believed. Even there is no customer ID on the statement of account. It is further submitted that as per the record, the said Unit E-1402 has been allotted to Mr. Ajeet Singh and Mrs. Renu Singh. Copy of Payment Receipts dated 14.10.2012, 19.11.2012, 18.12.2012, 16.01.2013, 15.02.2013, 16.03.2013, 16.04.2013, 17.05.2013, 19.06.2013 and 31.07.2013 is being annexed herewith and has been marked as ANNEXURE R-3. Copy of submission of claim by financial creditors in A class is being annexed herewith and has been marked as ANNEXURE R-4.
- Respondent Association responded to the application made by the Complainant vide E-mail dated 29.08.2023. It was brought to the notice of the Complainant that there were some material discrepancies in the documents supplied along with the application for membership and that no copies of the Builder Buyer Agreement, Demand Letters, Payment Receipts signed by the authorized

signatory of the Respondent Builder were present. It was requested that all the required documents be provided to review the application but the Complainant has never responded to the aforementioned e-mail nor has he submitted the proper set of documents. The copy of E-mail dated 29.08.2023 is being attached herewith and is being marked as ANNEXURE R-5. It is further submitted that the allottees Mr. Ajeet Singh and Renu Singh have already submitted the complete set of required documents including the Builder Buyer's Agreement and payment receipts and in turn have been granted membership in respect of Unit E-1402.

F. **REPLY SUBMITTED ON BEHALF OF RESPONDENT No. 3**

59. That the complainant has never approached the Flat Buyers Welfare Association, Tower C, California Country, Sector 80, Faridabad with any claim regarding ownership or rights of any apartment in Tower C. Further, the complainant has never applied for membership of the association, nor has he submitted any supporting documents such as the Builder-Buyer Agreement (BBA) and relevant payment receipts. We hereby state that we have no objection if the complainant submits all valid documents as stated above, since a few apartments in our tower are still unclaimed. The

Hon'ble Authority's directions in this regard will be implemented in letter and spirit.

G. **REJOINDER filed by complainant to reply of respondent no.2:**

60. That the contents of Para 9 are not denied as such. However, it is respectfully submitted that despite the numerous requests and multiple visits to the office of Respondent No. 1, the Complainant has faced persistent non-compliance from Respondent No. 1, who has consistently failed to execute a Builder-Buyer Agreement in favour of the Complainant. This lack of action on the part of Respondent No. 1 has caused significant inconvenience and frustration to the Complainant, who has been diligently following up on the matter. Each attempt made by the Complainant to resolve this issue has been met with inaction and disregard from Respondent No. 1, leaving the Complainant in a state of uncertainty and without a formalized agreement in place. The Complainant's efforts to secure this vital agreement have been thorough and persistent, yet it has not been reciprocated by the necessary compliance from Respondent No. 1.

61. That the contents of Para 10 are wrong and denied. It is denied that the version put forth by the Complainant in the 10 complaints, itself is flimsy, unbelievable and shaky, as he claims that certain Units were allotted to him initially, which were later changed by the Builder and even further, he does

not place on record any Apartment Buyers Agreements)/Builder Buyer Agreements) and / or any Letter for change in the Unit Nos. The documentation which has been annexed by the Complainant in the Complaints) do not inspire confidence, much less create any right in favour of the Complainant. It is respectfully submitted that the claims made by the Complainant regarding the initial allotment of certain Units and their subsequent changes by the Builder are truthful and substantiated by the facts. The absence of Apartment Buyers Agreements)/Builder Buyer Agreements) and/or any Letter for change in the Unit Nos. on record is solely due to the non-cooperation and failure of the Respondent No.1 to provide these documents despite repeated requests. The documentation annexed by the Complainant in the Complaints) is genuine, credible, and fully supports the Complainant's claims. Additionally, the allotment letters create a legal right in favor of the Complainant, further solidifying the Complainant's position.

62. That the contents of Para 11 are wrong and denied. It is denied that the complainant doesnot prima facie, appear to be a genuine homebuyer ant it accordingly, cannot be termed as an 'allotee', as defined under Section 2(d) of the RERA Act, 2016. It is respectfully submitted that as per Section 2(d)

of the Real Estate (Regulation and Development) Act, 2016, an "allottee" is defined as follows:

"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."

Therefore, a bare perusal of the Section makes it clear that the Complainant falls within the ambit of the term "Allottee" as as defined under the Act, having been allotted units by Respondent No. 1, as evident by the Allotment letters annexed by the Complainant in the Complaint. Hence, The Respondent's assertion is without merit and should be dismissed.

63. That the contents of Para 12 are not denied as such. However, it is respectfully submitted that the Complainant made several cash payments for which formal receipts were not issued by the Respondent. However, the Complainant has annexed bank statements indicating cash withdrawals corresponding with the payment periods. Therefore, the lack of formal receipts should not invalidate the truthfulness of the Complainant's claims, especially given the supporting documents annexed by the Complainant. The Respondent No. 2's attempt to dismiss the Complainant's version based on technicalities is unfounded and hence is liable to be dismissed.

64. That the contents of Para 13 are not denied as such. However, it is respectfully submitted that the Complainant has annexed the Ledger Account issued by Respondent No. 1, which provides a detailed record of all transactions related to the unit in question. It is further respectfully submitted that Respondent No. 1 did not allocate any Customer ID to the Complainant. Despite this omission, the ledger account clearly documents the financial interactions between the Complainant and Respondent No. 1, thereby substantiating the Complainant's claims. The absence of a Customer ID does not negate the validity of the documented transactions, which remain credible and integral to the Complaint.

65. That the Contents of Para 14 are not denied as such. However, it is respectfully submitted that the that Respondent No. 1 created third-party rights by unlawfully allotting the unit, originally allotted to the Complainant, to other persons. This act by Respondent No. 1 is a clear violation of the principles of natural justice and demonstrates the malafide intent of the Respondent. The allottee has been making necessary payments as and when required by Respondent No. 1. Despite this, Respondent No. 1, in a bid to make monetary gains, allotted the unit to a third party. By reallocating the unit without proper notification or consent, Respondent No. 1 has not only breached the trust of the Complainant but also undermined the

Complainant's legitimate rights and interests in the property. The actions of Respondent No. 1 are unjust, unfair, and have caused undue hardship to the Complainant. Therefore, it is respectfully submitted that this Hon'ble Authority take strict cognizance of Respondent No. 1's misconduct and grant appropriate relief to the Complainant.

66. That the content of Para 15 are wrong and denied. It is denied that had the Complainant adduced any cogent material on record establishing his right over the Units in question, there was no reason for the Association to not consider the claim of the Complainant; however, the flimsy version put forth by the Complainant, as also the lack of documentation, would at best make a claim against the Builder/Respondent no.1, however no right over the said Units is created in favour of the Complainant. Furthermore, no cause of action arises against the answering Association. It is further submitted that the Complainant is a stranger to the Units, on which he alleges his right over, as the same have been allotted to various homebuyers and in respect of which separate Apartment Buyers Agreements) / Builder Buyer Agreements) have been executed. The Complainant has no right in law in respect of the Units which he alleges to have been allotted to him and is a mere assertion without any cogent evidence. It is respectfully submitted that in reply to the instant para the contents of preceding Paras are being

reiterated and reaffirmed and are not being repeated here for the sake of brevity.

67. That the contents of Para 16 are wrong and denied. It is denied that the Association, as a matter of principle, only recognizes homebuyers who have executed Apartments Buyers Agreement / Builder Buyers Agreement with the Builder/Respondent No.1. It is respectfully submitted that the principle of the Association, is unjust and does not consider the realities of the situation. The Complainant was allotted units by Respondent No. 1 and has made necessary payments, as evidenced by the allotment letters and financial records annexed to the Complaint. The non-execution of the formal agreements is solely due to the failure and non-cooperation of Respondent No. 1. despite the repeated requests from the Complainant. Further, the Complainant's rights and interests in the units chould not be disregarded due to the Respondent No.1 failure to execute the agreements. The Allotment Letters create a legal right in favor of the Complainant, and the documentation provided substantiates the Complainant's claims. Additionally, the Complainant is ready to pay the balance amount with regards to the unit in question. The principle adopted by the Association unfairly prejudices the Complainant, who has acted in good faith and has

fulfilled all obligations required. Therefore, the Complainant respectfully submits that the Complainant be allotted the same unit or any other unit.

68. That the contents of Para 17 are wrong and denied. It is denied that the credibility of the Complainant is undermined as the documents which have been made a part of the Complaint do not inspire confidence in the version put forth by the Complainant. Furthermore, at many places, the documents placed on record are contradictory to the averments made in the Complaints) and at some places there is a mismatch in the statement of account annexed with the Complaints) and the Allotment Letters / and/or the submissions made in the Complaint. It is stated that each of such issues will be elaborated while answering the Complaints separately in their respective para-wise reply section to each of the Complaints. It is respectfully submitted that in reply to the the instant para the contents of preceding Paras are being reiterated and reaffirmed and are not being repeated here for the sake of brevity.

69. That the contents of Para 18 are denied to the extent that any contrary claim upon the Units in question which are being espoused now, at such a belated stage of the proceedings, must not be gone into by the RERA Authority as it may involve questions of evidence, which issues can be raised before competent Civil Court. Moreover, if it is a case of multiple allotment of the

same Unit, the same would only make out a case against the Builder, for which the Complainant may pursue a separate remedy. It is respectfully submitted that that the issues raised by the Complainant are crucial to determining the rightful allottee of the units and ensuring justice is served. The timing of the claim should not preclude the RERA Authority from examining the matter. Further, if it is established that there has been a multiple allotment of the same unit, it underscores the malafide actions of Respondent No.1 and does not negate the Complainant's rights. The Complainant's pursuit of a separate remedy against the Builder does not diminish the legitimacy of the current claim before the RERA Authority. The Complainant has approached this Hon'ble Authority in good faith and seeks a just resolution based on the merits of the evidence presented.

70. That the contents of Para 19 are wrong and denied. It is denied that any financial transaction (s) which the Complainant has undertaken with Builder / Respondent No. 1 is the sole responsibility of the Builder/Respondent No.1 and the Answering Respondent Association is not answerable, nor does it have any liability / responsibility for any act done or omitted to have been done by the Builder / Respondent No.1. It is respectfully submitted that the construction of Tower E was handed over to Respondent No. 2 vide order dated 02.08.2022 by the Ld. RERA Authority. Therefore, it is the

responsibility of Respondent No. 2 to safeguard the legitimate claims and interests of the Complainant.

71. That the contents of Para 20 are wrong and denied. It is denied that in light of the aforementioned preliminary submission and objections, it is submitted that the Complaint be dismissed in limine. It is respectfully submitted that in reply to the instant para the contents of preceding paras are being reiterated and reaffirmed and are not being repeated here for the sake of brevity.

72. That the contents of Para 21 are denied to the extent that the Complaint filed by the Complainants is vexatious and is not tenable in the eyes of law therefore the Complaint deserves to be dismissed at the very threshold. The Complaint is liable 10 be dismissed in view of the Preliminary Objections set out hereinafter. It is submitted that since the Preliminary Objections are of a jurisdictional nature which goes to the root of the matter, and as per the settled law, the same should be decided in the first instance. It is only after deciding the question relating to maintainability of the Complaint that the matter is to be proceeded with further. It is respectfully submitted that the Complainant has filed the present Complaint in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016, raising legitimate grievances that fall squarely within the jurisdiction of this Hon'ble Authority. Merely raising Preliminary Objections does not justify

dismissal at the threshold, especially when a prima facie case has been established by the Complainant. Further, as per the settled principles under RERA, jurisdictional objections cannot be used to delay or derail the adjudication of substantive issues.

The Respondent's reliance on such objections appears to be a deliberate attempt to evade liability and obstruct the Complainants' access to justice. Dismissing the Complaint without examining its merits would contravene the principles of natural justice and undermine the objectives of RERA, which aims to protect homebuyers' interests. Therefore, the Hon' ble Authority is respectfully requested to dismiss the Preliminary Objections raised by the Respondent No. 2 and proceed to adjudicate the Complaint on its merits to ensure justice is served.

H. WRITTEN SUBMISSIONS FILED BY COMPLAINANTON 16.10.2025:

73. That the Complainant Sh. Satish Kumar Aggarwal, had booked ten units in the year B2008 in Respondent No. I's project "California Country", Sector 80, Faridabad, Haryana. The bookings were made following the representations made by the Respondent No. 1 regarding the requisite approvals and permissions for the project. Pursuant to the allotment, the Complainant made payments totalling Rs. 1,05,50,000/-over several years,

as evidenced by ledger accounts, allotment letters, and receipts on record. (ANNEXURE C-1 to C-4 Page no. 25-32)

74. That despite repeated requests and visits to the project site, the Respondent No. 1 failed to deliver possession of the units. Subsequently, the Respondent associations, namely Tower E Association (Respondent No. 2) and Tower C Association (Respondent No. 3), took over the construction and completion of the respective towers as per HRERA directions vide Order dated 15.03.2022 and 02.08.2022 respectively. (ANNEXURE C-7 & C-8 Page no. 44-62)

75. That the Complainant had also applied for membership in these associations, which was duly submitted along with supporting allotment documentation. However, the respondent No. 1 never admitted the same and did not even appear before this Ld. Authority to clarify the claim of the Complainant. Hence the same cannot be held against the Complaint. (ANNEXURE C-6 Page no. 33).

76. That further Respondents' failure to deliver possession, despite full compliance by the Complainant with all payment obligations, forms the basis of the present complaint, and the Complainant is entitled to raise the following submissions and legal grounds in support of his claim:

GROUNDS OF CONTEST:

- That at the very outset it is submitted that the Complainant's claim is legitimate, verified, and enforceable. The Complainant had invested a total amount of Rs. 1,05,50,000/- towards ten units in the project "California Country" of Respondent No. 1, Dhingra Jardine Infrastructure Pvt. Ltd., as reflected in the ledger account, receipts, and allotment letter on record. The claim was duly verified and admitted by the Resolution Professional during the Corporate Insolvency Resolution Process before the Hon'ble NCLT, New Delhi, thereby confirming the genuineness of the Complainant's entitlement. Once a claim is admitted by the Resolution Professional, it attains finality and the Respondents cannot now dispute the same merely because the project was under insolvency (ANNEXURE C-10, Page no. 67-70).
- That moreover, it is pertinent to mention that the Corporate Insolvency Resolution Process initiated against Respondent No. 1 Company was dismissed by the Hon'ble National Company Law Tribunal, New Delhi Bench, vide Order dated 29.08.2023 and the Resolution Professional appointed therein was consequently removed. Hence, the company is no longer under insolvency, and all obligations

towards the allottees, including the Complainant herein, stand revived and enforceable in full. The Respondents, therefore, cannot take shelter under the insolvency proceedings to deny or delay possession of the units, as the same has now attained finality upon dismissal of the CIRP. A copy of the Order dated 29.08.2023 is being annexed here as ANNEXURE WA-1.

- That the Complainant is ready and willing to make the balance payment as per the terms of allotment, subject to delivery of possession of units. The Complainant has always acted in a bonafide manner and is willing to honour the remaining payment obligations once possession of the units is offered. The Complainant seeks only what is legitimately due under law i.e. possession of the units for which consideration has been paid along with delay possession charges and no additional or undue relief.
- That the Complainant has shown utmost flexibility and reasonableness by expressing readiness to accept alternative available units in the project of equivalent size and specifications in lieu of the originally allotted units. The Complainant is not adamant on insisting upon the same units that were initially allotted. This stand demonstrates that the Complainant only seeks the fruits of the

investment made, and not any speculative gain, thereby ruling out any mala fides.

- That Respondent No. 3, in its written reply dated 06.08.2025, has already admitted that it is ready to hand over available alternative units to the Complainant, subject to payment of the balance amount. This admission substantiates the Complainant's claim and confirms that there is no dispute regarding the Complainant's entitlement. Once such acknowledgment is made by the association that has taken over completion of the tower under HRERA's directions, denial of possession would amount to arbitrary conduct and abuse of process.
- That after the project was handed over to the Associations, i.e., Respondent No. 2 (Tower E) and Respondent No. 3 (Tower C), by the orders of the Ld. HRERA dated 15.03.2022 and 02.08.2022 respectively, they stepped into the shoes of the original promoter for all purposes of completing construction and ensuring delivery of possession. Having undertaken to complete the project, they are bound by the statutory obligation under Section 11(4) of the Real Estate (Regulation and Development) Act, 2016, to deliver possession to all verified allottees, including the present Complainant. Their refusal to do so despite payments being made by the Complainant is

violative of both the Act and the binding directions of the Ld. Authority.

- That moreover the Complainant's claim cannot be denied merely because Respondent No. 1 went into insolvency. The Hon'ble Supreme Court in Newtech Promoters and Developers Pvt. Ltd. v. State of U.P., (2021) 10 SCC 366, has held that the right of an allottee to possession and to compensation for delay under Section 18(1)(a) of the Act continues notwithstanding insolvency or restructuring of the promoter. The Complainant, being a verified allottee, is entitled to possession and delayed possession interest as a matter of statutory right.
- That there is no question of parallel jurisdiction as alleged. The present Complaint has been filed before this Hon'ble Authority for the first time. The issues raised herein have never been adjudicated before any other forum. The jurisdiction of this Hon'ble Authority to direct possession and grant delay interest stands settled by the Hon'ble Supreme Court in Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan, (2019) 5 SCC 725.
- That the Complainant cannot be prejudiced or deprived of possession for no fault of his own. The delay and default are solely attributable to

the Respondents, and the Complainant has neither withdrawn nor resiled from his obligations at any stage. Denying possession in such circumstances would defeat the very objective of the RERA Act, which seeks to protect homebuyers and ensure timely completion and delivery.

- That in view of the admitted payments, verified claim, and acknowledgment by Respondent No. 3, the Complainant's right to possession stands crystallized. The Respondents are duty-bound to deliver possession of the units, or alternative equivalent units, to the Complainant, along with delayed possession interest under Section 18(1)(a) of the Act, from the promised date of possession till the date of actual delivery.
- That in fact, the payments made by the Complainant have been duly acknowledged, with Respondent No. 1 issuing allotment letters and receipts in respect thereof, and the Complainant's claim has been admitted by the Resolution Professional, thereby clearly establishing that the Complainant's claim is just, legitimate, and enforceable.

I. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

77. Ld. counsels for both the parties reiterated their submissions as mentioned above in this order.

J. ISSUE FOR ADJUDICATION

78. Whether the complainant is entitled to the reliefs sought or not?

K. OBSERVATIONS AND DECISION OF AUTHORITY

79. In view of the facts, circumstances, and documents placed on record, this Authority is of the considered opinion that the captioned complaints pertain to the project "California Country", situated at Sector-80, Village Badauli, Faridabad, Haryana. The complaints revolves around the factum that the complainant initially booked ten (10) units in the project in question namely E-901, E-1004, E-1604, C-1803, C-1804, C-104, C-304, C-404, C-1201 and C-1202, and claims to have paid a total amount of ₹1,05,50,000/- to Respondent No.1. An allotment letter dated 16.01.2010, placed on record by the complainant, reflects that the units bearing nos. C-104, C-304, C-404, C-1201 and C-1202 stood allotted in favour of the present complainant by Respondent No.1.

80. As per ***pleadings of the complainant***, Respondent No.1 changed the originally allotted units and, in lieu thereof, offered/allotted alternative units

bearing nos. E-1302, E-1304, E-1401, E-1402, E-1504, E-1601, E-1602, E-1604, E-1904 and C-1803, on the basis of which the complainant now claims rights in respect of these units in the project of Respondent No.1. In order to substantiate their status as allottees, complainant has also relied upon the report of the Interim Resolution Professional (IRP), wherein the complainant's claim pertaining to certain units of Tower-E has been reflected under the head "*Details of claims pending due to discrepancies*". On the strength of the aforesaid IRP report, the complainant has pleaded that since his claim stands admitted before the Hon'ble National Company Law Tribunal (NCLT), he is to be treated as an allottee of the respondent's project and is entitled to seek relief under the provisions of the Act. It is the specific case of the complainant that Respondent No.1 failed to hand over possession of the units within the stipulated timeframe.

81. In view of the above, the preliminary issue for determination is whether the complainants can be regarded as "allottees" under the Act so as to maintain the present proceedings.

82. At this stage, reference must be made to Section 31 of the RE(R&D) Act, 2016which provides for filing of complaints. Section 31 is being reproduced below for reference-

> ***"Section 31- Filing of complaints with the Authority or the adjudicating officer.***

> *(1) **Any aggrieved person** may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder, against any promoter, allottee or real estate agent, as the case may be.*
> *Explanation.-For the purpose of this sub-section "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.*
> *(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be [prescribed]."*

83. A plain and literal construction of the provision makes it clear that the right to invoke the jurisdiction of this Authority is not restricted only to "allottees." The legislature in its wisdom has consciously employed the expression *"any aggrieved person"* so as to vest locus standi in a wider category of individuals who can demonstrate that they have suffered a legal injury on account of a violation of the Act or rules made thereunder. The use of the word *"may"* in conjunction with the words *"any aggrieved person"* expands the remedial jurisdiction and ensures that technical objections do not defeat substantive justice.

84. It is therefore not an indispensable pre-condition that the complainant must necessarily fall within the definition of an "allottee" under Section 2(d) for filing of complaint before the Authority. The critical test under Section 31 is

whether the complainant has established himself to be an *"aggrieved person"* in respect of an alleged violation or contravention attributable to the promoter, allottee or real estate agent. Once this threshold is crossed, next steps will come into play. In the present case, the complainants, by placing reliance upon earlier allotment letter pertaining to units initially booked and the statement of account annexed as Annexures C-1 and C-2, have prima facie demonstrated that certain amounts were paid to Respondent No.1. To this limited extent, the complainants can be said to have established a grievance referable to the conduct of the promoter and accordingly fall within the ambit of an "aggrieved person" under Section 31 of the Act.

85. The next question which arises for determination is whether the complainants are entitled to the reliefs sought in the present proceedings. The complainants have prayed for relief of possession of the allotted units Reliance in this regard has been placed on Section 18 of theRERA Act, 2016.

"Section 18- Return of amount and compensation.

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

*he shall be liable on demand to the **allottees**, in case the **allottee** wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

*Provided that where an **allottee** does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*

*(2) The promoter shall compensate the **allottees** in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.*

*(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the **allottees**, in the manner as provided under this Act."*

86. A careful reading of Section 18 makes it evident that the legislature while structuring the framework under Section 18, has deliberately employed the expression "allottee". The relief of possession is therefore, legislatively circumscribed to those who qualify as allottees under Section 2(d) of the Act. The use of this restrictive terminology underscores the legislative intent to confine such statutory remedies only to genuine homebuyers or person vested with enforceable right of allotment.

87. Thus, even if for the sake of argument the claim for possession, the sine qua non for availing such relief under Section 18 is that the complainants must

first establish their legal character as "allottees." The critical enquiry therefore is not merely whether payment was advanced but whether such advancement culminated in a present binding allotment which would attract the statutory protections of the Act.

88. Thus, the second test is to determine whether the complainants are allottee or not. Therefore, it becomes necessary to consider the specific grounds urged by the complainants to bring themselves within the ambit of the definition of "allottee" under Section 2(d) of the Act.

89. The complainants have sought to substantiate their claim of allotment primarily on the basis of two sets of documents. Firstly, reliance has been placed upon an allotment letter dated 16.01.2010, wherein, according to the complainants, units bearing nos. C-104, C-304, C-404, C-1201 and C-1202 were allotted by Respondent No.1. Secondly, reliance has been placed upon statements of account annexed at pages 27 to 33 of the complaint book, which are stated to reflect payments made to Respondent No.1. Upon careful perusal of the Allotment Letter dated 16.01.2010, this Authority finds that the said document indeed pertains only to the units bearing nos. C-104, C-304, C-404, C-1201 and C-1202. However, the units presently claimed in the captioned complaints are entirely different, namely E-1302, E-1304, E-1401, E-1402, E-1504, E-1601, E-1602, E-1604, E-1904 and C-1803. The

complainants have failed to place on record any document whatsoever, whether in the nature of a fresh allotment letter, revised allotment, agreement for sale, or written confirmation to substantiate that these units were ever allotted in complainant's favour. Further, perusal of the statements of account annexed at pages 27 to 33 reveals that an amount of approximately ₹46,00,000/- is stated to have been paid towards booking in the project of Respondent No.1. However, the said statements are incomplete, do not bear the signature or authentication of Respondent No.1 or its authorised representative, and crucially, do not reflect any unit-wise attribution correlating the payments to the units presently claimed. It is further observed that certain payments aggregating to ₹19,00,000/- are reflected as having been made from the accounts of Mrs. Swarn Aggarwal and Mr. Shyam Lal, as appearing in the statements annexed at pages 27 to 30. The complainants have failed to establish any nexus, authority, or legal relationship explaining how these individuals made payments on behalf of the complainants or how such payments could be treated as consideration paid by the complainants towards any alleged allotment. In absence of any documentary evidence establishing allotment of the units claimed and in view of the unsubstantiated, third-party, and non-unit-specific nature of the payments relied upon, this Authority finds that the complainants have failed

to establish their status as "allottees" under Section 2(d) of the Act. Consequently, no enforceable right in respect of the units claimed can be said to have accrued in favour of the complainant.

90. Further, Authority is of the considered view that in order to arrive at a conclusion as whether the complainant could be defined as an allottee or not, it is necessary to refer to Section 2(d) of the Act which is reproduced below-

*"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;"*

91. A conjoint reading of the aforesaid provision makes it abundantly clear that the statutory definition of an "allottee" predicates the existence of a plot, apartment, or building having been allotted, sold, or otherwise transferred by the promoter, either directly or through a subsequent transfer of an existing allotment. The sine qua non, therefore, is the existence of a valid and identifiable act of allotment, emanating from the promoter, in favour of the person claiming such status. The determinative question before this Authority, therefore, is whether any valid, subsisting, and genuine allotment exists in the present case so as to bring the complainants within the scope of Section 2(d) of the Act. It is an undisputed and admitted position that no

allotment letter, builder-buyer agreement, agreement for sale, or any analogous document was ever executed by Respondent No.1 in favour of the complainants in respect of the units presently claimed. In such circumstances, this Authority is constrained to examine whether any other document placed on record can, by any stretch of interpretation, be treated as equivalent to a binding allotment so as to vest the complainants with enforceable rights under the Act.

92. Nevertheless, for the limited purpose of ascertaining whether the purported allotment letter relied upon by the complainants can be construed as evidencing a valid and genuine allotment, this Authority has scrutinized the said document in detail. Upon such scrutiny, it is observed that the allotment letter dated 16.01.2010 neither provides for allotment of the changed units presently claimed, nor does it contain the essential contractual elements mandated under the Act and the Haryana Real Estate (Regulation and Development) Rules, 2017. In particular, the said document does not reflect execution of an Agreement for Sale in the prescribed form, does not specify the consideration amount in relation to any identified plot or unit, and does not stipulate the consequences of default, interest, or compensation, as statutorily required under the Act. Merely placing on record an allotment letter pertaining to initially booked units, coupled with certain unverified

payment documents which are neither signed nor authenticated by the respondent, cannot, by itself, confer any statutory status upon the complainants. It is a settled principle of law that the substance of a document must prevail over its nomenclature or isolated expressions used therein. The legal character of a party flows from the rights actually created under the document, and not from the mere assertion of entitlement. In the present case, no enforceable right of allotment in respect of the units claimed can be said to flow from the documents relied upon by the complainants. Authority also takes note of the undisputed position that the project was not registered under the Act at the time of issuance of the alleged allotment letter. In the absence of project registration, no lawful allotment within the meaning of the Act could have been made, and any document executed prior to such registration cannot be elevated to the status of an Agreement for Sale nor can it confer statutory rights under the Act.

93. Further, the definition of "allottee" under Section 2(d) contemplates a person to whom a plot, apartment, or building has been allotted, sold, or otherwise transferred by the promoter. In the present case, no material has been placed on record to establish that the units in question were ever allotted to the complainants. On the contrary, as per the pleadings and material placed on record by Respondent No.2, it stands revealed that third-party rights had

already been created in respect of certain units, namely E-1302, E-1304, E-1401, E-1402, E-1504 and E-1602, during the period 2012 to 2015. The record further indicates that other allottees have been residing in the said units since the year 2012. In such circumstances, this Authority finds it wholly incongruous that the complainants, in the year 2023, seek possession of units which stood allotted to and occupied by third parties more than a decade earlier. This factual position decisively negates the complainants' assertion that the changed units were ever allotted in their favour.

94. In view of the foregoing analysis, this Authority is of the considered opinion that the 'allotment letter' dated 16.01.2010 neither constitutes an Agreement for Sale within the meaning of the Act nor effectuates any valid allotment in favor of the complainants in respect of the units claimed. Consequently, the complainants do not fall within the definition of an "*allottee*" under Section 2(d) of the Act. Once the complainant fails to establish their status as allottee, the statutory reliefs contemplated under Section 18 of the Act, including relief of possession, refund, interest, or compensation, are not maintainable before this Authority.

95. Authority further finds that the complainants have remained completely silent with respect to any allotment document evidencing the allotment of the changed ten (10) units, and have placed no material on record to rebut

the fact that third-party rights stood created in respect of several of the said units as early as the year 2012. The absence of any explanation on this vital aspect materially weakens the complainants' case. Further, the record reveals that certain transactions relied upon by the complainants involve payments made by persons other than the complainants, as well as alleged cash payments, without any cogent explanation or documentary corroboration. Such transactions, unaccompanied by unit-wise attribution or acknowledgment by the promoter, do not inspire confidence and fail to establish any lawful allotment or subsisting contractual relationship.

96. Authority is unable to accept the contention of the complainants that mere reflection of their name in the report of the Interim Resolution Professional (IRP) confers upon them the status of "allottees" under the Act. A careful perusal of the said IRP report reveals that the complainants' claim has been recorded under the specific head *"Details of claims pending due to discrepancies"*. By its very nomenclature, the said category denotes claims which are disputed, unverified, and subject to resolution, and therefore cannot be treated as admitted, crystallized, or legally recognized claims. Moreover, under the Insolvency and Bankruptcy Code (IBC), a "claim" (Section 3(6)) is broadly defined as a right to payment or a right to a remedy for breach of contract, covering even disputed, contingent, or unsecured

amounts, essentially any amount owed by the debtor (Corporate Debtor). It's a foundational concept allowing anyone owed money or seeking relief (like an operational supplier or financial lender) to register their dues during insolvency proceedings. Therefore, a 'claim' under IBC does not imply a claim of refund for an allottee.

97. Further, a document which itself records discrepancies cannot be relied upon to establish a lawful allotment or to confer statutory rights under Section 2(d) of the Act. The complainant's attempt to elevate such a provisional and disputed entry to the status of proof of allotment is wholly misconceived and legally untenable. Further, this Authority takes serious note of the fact that the complainants, in their written submissions filed on 16.10.2025, have themselves acknowledged that the order of the Hon'ble NCLT, upon which reliance was initially placed, had already been set aside by the Hon'ble NCLAT vide order dated 29.08.2023. Despite being fully aware of the said order, the complainants proceeded to file the present complaint on 14.12.2023, i.e., much after the NCLAT order, without disclosing this material fact to this Authority at the time of filing the complaint. The said fact was disclosed only belatedly on 16.10.2025, nearly two years after filing of the complaint. The deliberate suppression of a material and determinative fact, coupled with selective reliance on proceedings which had already lost

legal efficacy prior to the filing of the complaint, reflects a clear lack of candor and undermines the bona fides of the complainant. Filing a complaint after the very foundation relied upon stood set aside, and continuing to pursue reliefs under the Act without disclosing such fact, demonstrates that the intent of the complainants was not bona fide even at the inception of the proceedings. Such conduct disentitles the complainants from invoking the equitable and summary jurisdiction of this Authority under the Act.

98. Further, **in Complaint No. 2523 of 2023**, the pleadings of the complainant are similar in nature, in that the complainant has again failed to annex any allotment letter, Builder–Buyer Agreement, or Agreement for Sale to establish a lawful allottee–promoter relationship. In the absence of these crucial documents, the complainant cannot be considered an allottee in the project in question as explained above in detail. Further, in this complaint, complainant has relied upon a *"Demand Letter cum Service Invoice"* dated 06.03.2013, claiming that a payment of ₹5,00,000/- was made towards the unit no. E- 1404. However, upon scrutiny, it is observed that the said document does not bear the signature of any authorized signatory, and in the eyes of law, an unsigned document cannot be treated as valid evidence of payment or enforceable transaction. In further support, the complainant has relied upon a report prepared by the Interim Resolution Professional (IRP)

annexed as Annexure C-9, wherein an amount of ₹5,00,000/- is admitted as received from the complainant. However, it is noteworthy that the IRP admitted this amount only on 15.11.2022, almost nine years after the date of issuance of the said demand letter. It is also a matter of fact that third party rights have already been created over unit in question. Meaning thereby, unit stands allotted to Mr. Parveen Gera and Prem Gera vide an agreement dated 08.06.2015 as mentioned by respondent no.2 at page no.3 of his reply. It is not out of the place to observe that admission of amount by IRP is almost after 4 years of creation of third party rights on the unit in question. Even if reliance is placed upon the IRP document, the complainant has paid only ₹5,00,000/-, whereas the demand letter itself reflects a total outstanding obligation of ₹67,97,102/-, which remains unpaid till today. Additionally, the complainant has failed to place on record any correspondence or communication with the respondent inquiring about the status of allotment, execution of a Builder–Buyer Agreement, or payment adjustment, which further underscores the lack of bona fide intent and reinforces the absence of a genuine allottee–promoter relationship. In view of the foregoing, the documents relied upon by the complainant both the unsigned demand letter and the IRP statement cannot substantiate any lawful payment, allotment, or

contractual right in favour of the complainant, and therefore, cannot confer the status of an allottee under Section 2(d) of the Act.

99. The Hon'ble Supreme Court in *Civil Appeal No. 3826 of 2020 titled as* ***"Mansi Brar Fernandes v. Shubha Sharma and Anr"***, while examining the nature of agreements between developers and allottees, has dealt at length the distinction between a genuine homebuyer contract and a speculative or purely financial arrangement. The Court reiterated the principle laid down in *Pioneer Urban Land and Infrastructure Ltd. v. Union of India*, wherein a clear distinction was drawn between speculative investors and genuine homebuyers. The Hon'ble Apex Court observed as under:

> *"15.3 The decision of this Court in Pioneer Urban Land and Infrastructure Ltd v. Union of India (supra) drew a distinction between speculative investors and genuine homebuyers. The present case affords an opportunity to reinforce that distinction through a principled intelligible differentia."*

The Hon'ble Supreme Court has clearly delineated the parameters for distinguishing a genuine homebuyer transaction from one that is purely financial in nature and unconnected with the intent of purchasing a residential unit. The following parameters were laid down to identify whether a person is a genuine homebuyer or a speculative investor:

> *"18.1. The determination of whether an allottee is a speculative investor depends on the facts of each case. The inquiry must be contextual and guided by the intent of the parties. Indicative factors include: (i) the nature and terms of the contract; (ii) the number of units purchased; (iii) presence*

of assured returns or buyback clauses; (iv) the stage of completion of the project at the time of investment; and (v) existence of alternative arrangements in lieu of possession. Possession of a dwelling unit remains the sine qua non of a genuine homebuyer's intent."

It is further added that "*Unlike financial markets – where speculation may sometimes serve a liquidity function – speculation in residential housing undermines stability, fairness, and the very object of housing development. Schemes of assured returns, compulsory buybacks, or excessive exit options are in truth financial derivatives masquerading as housing contracts."*

The court also stated that -

"Criteria to identify speculative investors

18.4. "Speculation" has been defined in P. Ramanathaiyer's Law Lexicon (6th edition) as "a risky investment of money for the sake of and in expectation of unusually large profits". A "speculator" is "one who practices speculation in trade or business". Two elements emerge: (i)expectation of unusually high profits; and (ii)activity in the nature of business or trade. These elements accord with the ratio of Pioneer Urban, which described speculative investors as those seeking refund or profit without an intention to occupy.

18.4.1. In Dani Chand Rataria v. Bhuwalka Brothers Ltd. this Court considered the validity of an ordinance of the State of West Bengal prohibiting speculative transactions in the jute trade. A Constitution Bench (four Judges) held that constructive delivery by intermediate parties would be valid provided that it culminated in actual delivery to the end purchaser. The Court observed:

"The mate's receipts or the delivery orders as the case may be, represented the goods. The sellers handed over these documents to the buyers against cash payment.The constructive delivery of possession which was obtained by the intermediate parties was thus translated into a physical or manual delivery of possession in the ultimate analysis eliminating the unnecessary process of each of the intermediate parties taking and in his turn giving actual delivery of possession of the goods."

Thus, where there is an actual chain of delivery ending with possession by a genuine buyer, the transaction is not speculative. Conversely, in the

present context, where there is no intention to take possession, the onus to find another buyer and effect resale is cast on the developer. Delivery in such cases is more in the nature of a lien or an option. For a genuine allottee, however, delivery and possession are a sine qua non.

Applying the above decision of the Hon'ble Apex court, is amply clear that the complainants never intended to buy the unit in question. With no timelines for delivery, no specifications and nothing containing to the delivery of unit, it was obvious that the contract was only a masquerade for a housing contract. It is clear that this arrangement is squarely covered by the above judgment of the Hon'ble Apex Court.

100. The complainant has further placed reliance upon the statement of account annexed as Annexure C-1, 3, 4 and 5 with the complaint in Complaint No. 2479 of 2023 to contend that the same constitutes evidence of a valid allotment. This Authority has carefully examined the said statement of account. While it is not disputed that certain amounts were transferred by the complainant to the respondent, the complainant has failed to place on record any document whatsoever to establish that such payments were made towards consideration of any identified unit or plot in the project in question. The absence of any accompanying booking form, allotment letter, builder–buyer agreement, or unit-specific communication clearly establishes that the said statement of account, by itself, cannot be construed as proof of a valid allotment under the Act.

101. Section 10 of the Indian Contract Act, 1872 mandates that all agreements are contracts only if they are made by the free consent of competent parties, for lawful consideration and a lawful object, and are not expressly declared to be void. Under the statutory scheme of the Real Estate (Regulation and Development) Act, 2016, a valid allotment or builder–buyer agreement must necessarily reflect these essential elements of contract formation, in addition to clearly specifying the description of the unit, the total consideration, the payment plan, timelines for possession, and the reciprocal rights and obligations of the parties. In the absence of such essential contractual particulars, no legally enforceable allotment can be said to exist.

102. In view of the above discussion, this Authority is of the considered opinion that mere transfer of funds, unaccompanied by any allotment letter, unit identification, or enforceable contractual documentation, does not create or confer any rights in favour of the complainant under the Act. Consequently, the complainant has failed to establish the legal character of an **"allottee" as defined under Section 2(d) of the Act**, and therefore cannot invoke the remedies available to an allottee, including those under Section 18 of the Act.

103. Further, the complainants have failed to place on record any correspondence or communication whether by way of email, letter, or otherwise addressed to the respondent enquiring about the status of allotment of any unit or seeking

execution of a Buyer's Agreement. There is no material on record to demonstrate that the complainants ever demanded execution of a Buyer's Agreement or actively pursued allotment of the specific units in question from the respondent at any point of time.

104. The absence of any such contemporaneous communication is of material significance, which establish the intention of the complainants to enter into the project as allottee in a real estate transaction governed by the Act. On the contrary, the silence on record or any document proving the units in favour of complainant fails to establish buyer-seller relationship envisaged under the RERA framework. Lacking of the communications viewed cumulatively, dispel any doubt and fortify the conclusion of this Authority that the complainants was never the allottees in the sense of Section 2(d) of the Act. In the absence of a lawful and binding document establishing allotment, the complainants have failed to establish their locus as "allottees" under Section 2(d) of the Act. Accordingly, this Authority is constrained to hold that the complainants reliefs cannot be granted by this Authority. The complainants can approach the appropriate forum.

105. In view of aforesaid observations, this Authority is of the considered view that the complainants have failed to establish their status as "allottees" within the meaning of Section 2(d) of the Act. Accordingly, the complaints

cannot be adjudicated upon by this Authority given the facts, the circumstances and the very clear judgments of the Hon'ble Apex Court.

106. The complaints accordingly stands **disposed**. Files be consigned to the record room after uploading of the order on the website of the Authority.

.....
CHANDER SHEKHAR
[MEMBER]

.....
NADIM AKHTAR
[MEMBER]

.....
PARNEET S SACHDEV
[CHAIRMAN]