

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: November 27, 2025**(1) Appeal No. 768 of 2024**

1. Tarun Aggarwal Projects LLP through its authorized representative,
Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.
2. Prajakta Colonizers Pvt. Ltd. through its authorized representative,
Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.

...Appellants

Versus

Emmar India Limited (Previously known as Emmar MGF Land Ltd.)
office address Emaar Business Park, Mehrauli-Gurgaon Road,
Sikandarpur Chowk, Sector-28, Gurugram Haryana.

...Respondent

(2) Appeal No. 769 of 2024

1. Tarun Aggarwal Projects LLP through its authorized representative,
Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.
2. Prajakta Colonizers Pvt. Ltd. through its authorized representative,
Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.

...Appellants

Versus

Emmar India Limited (Previously known as Emmar MGF Land Ltd.)
office address Emaar Business Park, Mehrauli-Gurgaon Road,
Sikandarpur Chowk, Sector-28, Gurugram Haryana.

...Respondent

(3) Appeal No. 770 of 2024

1. Tarun Aggarwal Projects LLP through its authorized representative,
Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.

2. Prajakta Colonizers Pvt. Ltd. through its authorized representative, Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.

...Appellants

Versus

Emmar India Limited (Previously known as Emmar MGF Land Ltd.) office address Emaar Business Park, Mehrauli-Gurgaon Road, Sikandarpur Chowk, Sector-28, Gurugram Haryana.

...Respondent

(4) Appeal No. 771 of 2024

1. Tarun Aggarwal Projects LLP through its authorized representative, Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.
2. Prajakta Colonizers Pvt. Ltd. through its authorized representative, Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.

...Appellants

Versus

Emmar India Limited (Previously known as Emmar MGF Land Ltd.) office address Emaar Business Park, Mehrauli-Gurgaon Road, Sikandarpur Chowk, Sector-28, Gurugram Haryana.

...Respondent

(5) Appeal No. 772 of 2024

1. Tarun Aggarwal Projects LLP through its authorized representative, Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.
2. Prajakta Colonizers Pvt. Ltd. through its authorized representative, Office address : Unit No. 224, Suncity Business Tower, Second Floor, Sector-54, Golf Course Road, Gurugram.

...Appellants

Versus

Emmar India Limited (Previously known as Emmar MGF Land Ltd.)
office address Emaar Business Park, Mehrauli-Gurgaon Road,
Sikandarpur Chowk, Sector-28, Gurugram Haryana.

...Respondent

CORAM:

Justice Rajan Gupta
Dr. Virender Parshad
Dinesh Singh Chauhan

Chairman
Member (Judicial)
Member (Technical)

Present: Mr. Akshay Jindal, Ld. Senior Advocate assisted by
Mr. Ashok Sharma, Advocate,
Mr. Yashwardhan Goyal, Advocate,
Mr. Abhishek, Advocate, for the appellant.

Mr. Kunal Dawar, Ld. Senior Advocate, assisted by
Mr. Rohit Sanyam, Advocate,
for the respondent.

ORDER :

JUSTICE RAJAN GUPTA, CHAIRMAN

The aforementioned appeals were dismissed vide order
dated 27.11.2025, which is reproduced hereunder for ready reference :

*“Vide separate order of even date, the appeal
stands dismissed. Detailed reasons to follow as per
procedure laid down in Writ Petition(s) (Criminal) No.
169 of 2025 – **Pila Pahan @ Peela Pahan and
others v. The State of Jharkhand and another,**
decided on 22.09.2025.*

*Photocopy of this order be placed in files of
Appeal Nos. 769 to 772 of 2024.*

*Sd/- Chairman
Sd/- Member (Judicial)
Sd/- Member (Technical)”*

2. As common questions of law and fact are involved, these
five appeals are being disposed of together, the facts having been
extracted from Appeal No. 768 of 2024. The detailed order is as under :-

3. The appellants, namely, Tarun Aggarwal Projects LLP and Prajakta Colonizers Pvt. Ltd., have filed the present appeals challenging the order dated 16.08.2024 (Annexure A-20) passed by the Haryana Real Estate Regulatory Authority, Gurugram in Complaint No. 3904 of 2023 and connected matters. Vide the impugned order, the Authority rejected the appellants' prayer seeking directions to the respondent to hand over vacant possession of the alleged allotted plots and to execute the conveyance deeds in terms of the Collaboration Agreement/the Addendum thereto and the Allotment letters.

4. Appellant No. 1 is claimed to be the allottee of Plot Nos. A-84 (442 sq. yds.), A-85 (442 sq.yds), A-98 (400 sq. yds.), I-166A (400 sq. yds.) and C-63 (500 sq. yds.) situated in the residential colony "Emerald Hills," Sector-65, Gurugram, as per the Allotment letters dated 19.04.2011. The complaint filed under Section 31 of the RERA Act detailed the land forming the subject-matter of the Collaboration Agreement dated 07.05.2009 between the appellants (as landowners) and the respondent (as developer). The agreement contemplated allotment of 2662 sq. yds. of developed plots per acre to the appellants. Litigation had earlier ensued concerning the respondent's ex parte partition proceedings and the grant of an additional licence over 95.29505 acres of land. Pursuant thereto, an Addendum dated 19.04.2011 was executed between the appellants and the respondent under which, five plots measuring approximately 2160 sq. yds. were to be allotted to the appellants upon withdrawal of pending litigation. Allotment letters were issued accordingly. The appellants thereafter applied for the additional licence on 27.04.2011 upon payment of requisite fees.

5. The DGTCP, vide letter dated 17.07.2012, confirmed ownership of 5.66875 acres out of 6.06875 acres but raised substantial outstanding dues amounting to Rs. 22.33 crores on account of External Development Charges (EDC) against licence No. 113 of 2011, Rs. 427.14 lakhs against original licence No. 10 of 2009, and Rs. 967.69 lakhs towards Infrastructure Development Charges (IDC). Despite demands, these payments were not made; consequently, the additional licence was not granted. The appellants sought withdrawal of their application on 16.05.2014, which was accepted, resulting in forfeiture of Rs. 2,50,514/-. The appellants invoked arbitration claiming damages of Rs. 10 crores under Clause 37 of the addendum agreement. An arbitrator was appointed by the Hon'ble Delhi High Court. The respondent challenged the said order of Hon'ble Delhi High Court before Hon'ble Supreme Court. The Hon'ble Supreme Court held that disputes pertaining to Clauses 3, 6 and 9 of the addendum agreement were governed by Clause 36 and not Clause 37, therefore, non-arbitrable. It was further held that the Addendum agreement having terminated on 30.04.2015, the damages claim was barred by limitation. Thereafter, the appellants approached HRERA, but the complaint has been dismissed vide the impugned order.

6. The defence taken by the respondent as recorded in the impugned order, is that the appellants lacked locus standi to institute the complaint under the RERA Act, as they were not "allottees." The claim, in essence, sought specific performance of the Addendum Agreement. The Addendum Agreement stood terminated on 30.04.2015, the claims were barred by limitation; and the appellants had failed to bear statutory charges pertaining to licence fees and other dues. It was

further contended that out of 0.98 acres of land, 0.44 acres were acquired by the Government for which compensation had been received by the appellants and an additional .054375 acres had been sold to a third party (Mutation No. 726, Vasika No. 21726/1 dated 11.11.2016) and Sale Deed bearing Vasika No. 731. Thus, the appellants were not in a position to fulfil their part of contractual obligations.

7. We have heard learned counsel for the parties and given careful thought to the facts of the case.

8. It is undisputed that the appellants, vide letter dated 30.04.2015, asserted that substantial dues were pending against the respondent, compelling the appellants to withdraw their application for the additional licence, resulting in forfeiture of their deposited amount. The appellants, therefore, terminated the Addendum Agreement themselves. After their attempt to invoke arbitration failed before the Hon'ble Supreme Court on the ground that Clauses 3, 6 and 9 did not fall within the scope of the arbitration clause, the appellants approached HRERA at Gurugram with the complaint (Annexure-A-2) seeking enforcement of the alleged allotments made pursuant to the Collaboration Agreements.

9. A glance through the collaboration agreement and addendum agreement reveals that the appellants were owners in possession of the land in question who had entered into an agreement with the respondent, a developer. The owners being desirous of developing the land adjacent to the residential complex of the respondent and a part of the developed land was to be given to the appellants while retaining the other part of the land by the developer. It was on this understanding that the allotment in question came to be made in favour of the

appellants. The developed area, upon being handed over to the appellants by the respondent, requisite license was to be obtained by the appellants. In the peculiar facts, the view taken by HREERA, Gurugram considering the appellants to be allottees within the meaning of Section 2(d) of the Act does not appear to be legally correct. Further addendum agreement was terminated by the appellants themselves. The appellants have failed to counter the stand taken by the respondent with regard to acquisition of part of the land and receipt of compensation in lieu thereof, as also with regard to sale of land by the appellants.

10. The appellants earlier attempted to invoke arbitration under the Collaboration Agreement. Once the plea for reference to arbitration was rejected, they invoked the jurisdiction of RERA. It is inexplicable how they can claim to be “allottees” while simultaneously relying on the Collaboration Agreement under which they assert the status of developers.

11. As regards the question of alleged allotments, same are stated to have been made for a nominal consideration of Rupee One for each plot, payment of which itself remains doubtful. There is nothing on record to show that this amount was charged for these transactions, rendering the same without any consideration. There can be no hesitation in holding that possibility of such transactions being dubious, cannot be ruled out. It is inexplicable how transactions of such valuable plots were made practically without any consideration. In the absence of same, it has to be held that such deals lack transparency and are not out of the realm of suspicion.

12. The entire transaction indisputably appears to be a commercial arrangement between the parties. In the absence of genuine consideration, the transaction lacks transparency and is shrouded in suspicion. There is nothing on record to demonstrate that the dispute falls within the jurisdictional ambit of the RERA Act. Rather, it appears that the regulatory mechanism has been invoked in respect of a dispute clearly outside its purview.

We are also of the opinion that disputed questions of fact are involved in the case for resolution of which it may have been appropriate for the parties to explore the possibility of civil remedies, if so advised.

13. In the circumstances, this Tribunal is of the considered view that the complaint itself was not maintainable under the RERA Act. There is no scope of interference in the instant appeals in the appellate jurisdiction. The same are hereby dismissed.

14. Copy of this order be sent to the parties/their counsel and the Authority.

15. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

November 27, 2025
Mk

Tarun Aggarwal Projects LLP & Anr

v.

Emaar India Ltd.

CM No. 1390 & 1751 of 2024 in

Appeal No. 768 of 2024

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Present: Mr. Akshay Jindal, Senior Advocate assisted by
Mr. Ashok Sharma, Advocate
Mr. Yashvardhan Goyal, Advocate and
Mr. Abhishek, Advocate for the appellant.
Mr. Kunal Dawar, Senior Advocate assisted by
Mr. Rohit Sanyam, Advocate for the respondent.

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Vide separate order of even date, the appeal stands dismissed. Detailed reasons to follow as per procedure laid down in Writ Petition(s)(Criminal) No. 169 of 2025—**Pila Pahan @ Peela Pahan and others v. The State of Jharkhand and another**, decided on 22.09.2025.

Photocopy of this order be placed in files of Appeal Nos. 769 to 772 of 2024.

Justice Rajan Gupta
Chairman,
Haryana Real Estate Appellate Tribunal

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Tarun Aggarwal Projects LLP & Anr

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Present: Mr. Akshay Jindal, Senior Advocate assisted by
Mr. Ashok Sharma, Advocate
Mr. Yashvardhan Goyal, Advocate and
Mr. Abhishek, Advocate for the appellant.
Mr. Kunal Dawar, Senior Advocate assisted by
Mr. Rohit Sanyam, Advocate for the respondent.

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There is no ground to interfere in the impugned order.

The appeal thus, stands dismissed with no order as to costs.

Photocopy of this order be placed in files of Appeal Nos. 769 to 772 of 2024.

Justice Rajan Gupta
Chairman,
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

Dinesh Singh Chauhan
Member (Technical)

November 27, 2025
mk