



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1639 of 2023
Date of filing:	03.08.2023
Date of first hearing:	26.09.2023
Date of decision:	15.12.2025

Inderpal Singh,
R/o H. no. 318, Sector-44A,
Sonapat,

....COMPLAINANT

VERSUS

Parsvnath Developers Ltd.
Office: Parsvnath Metro Tower, Near Shahdara Metro Station,
Shahdara, Delhi- 110032

....RESPONDENT

Present: Adv. Manjinder Kumar, Counsel for the complainant through VC.
Adv. Rupali Verma, counsel for the respondent through VC.
Adv. Akash Mehta, Counsel for Mr. K.L. Lamba.

ORDER (NADIM AKHTAR - MEMBER)

1. On the 3rd hearing of this case a detailed order was passed and complainant was directed to implead Mr. K.L. Lamba as a party to the present complaint and file an application in this regard within two weeks. Said order is being reproduced below for ready reference:

"On perusal of complaint file and reply, it is observed by the Authority that in the captioned complaint a unit had been booked by original allottee, i.e, Mr. K.L. Lamba in the project of the respondent namely; 'Parsvnath City, Sonipat' under 'Present and Future Scheme' in the year 2004. Thereafter, present complainant had purchased the booking rights from Mr. K.L. Lamba vide agreement dated 25.07.2005 and Mr. K.L. Lamba vide affidavit dated 16.12.2005, transferred rights in favour of complainant. Complainant is seeking relief of refund from the respondent. As per reply, respondent did not acknowledge complainant as allottee as no agreement to sell has been executed between the complainant and respondent. Further, as per record of respondent only Mr.K.L. Lamba had made payment of ₹7,40,000/- to the respondent. Complainant had never made payment towards unit, therefore, complainant is neither original allottee nor subsequent purchaser of the respondent.

In these circumstances, it is observed by the Authority that complainant in this case is a subsequent allottee seeking refund of amount paid to the respondent. Complainant derives his booking rights from one original allottee namely; Mr. K.L. Lamba. Now the fact of the matter is that the respondent company does not have any document/data available in their record ascertaining that a booking had been transferred in favour of complainant to establish that complainant is an allottee of the project in question. In



these circumstances it becomes important that Mr. K.L. Lamba be made a party to the present complaint to ascertain whether any allotment is transferred by him in favour of the complainant. Therefore, complainant is directed to implead Mr. K.L. Lamba as a party to the present complaint. Said application should be filed within two weeks with a copy supplied to the opposite party"

2. Complainant failed to file any application within 2 weeks and filed the application for impleadment on 05.07.2024 along with application for extension of time for filing application for filing impleadment application. Same was allowed by the Authority.
3. On the next date of hearing i.e, the 4th date of hearing dated 22.08.2024 none appeared for the complainant.
4. On the 7th date of hearing dated 10.07.2025, final opportunity was granted to the complainant to establish whether he is the rightful allottee in the present case. It was also observed that if the complainant fails to do so, complaint will be liable to be dismissed on non-maintainability.
5. Thereafter on the hearing dated 03.11.2025, Counsel for the complainant requested for an adjournment to comply with order dated 10.07.2025. Despite giving final opportunity, Authority allowed the adjournment on said date adopting a liberal approach towards defiance of order on the part of the complainant.



6. Case was listed today, i.e, after approx. one and a half months, Counsel for Mr. K.L. Lamba appeared and stated that Mr. K.L. Lamba expired in 2022 and now his legal heirs will appear before the Authority.
7. It is pertinent to mention that Mr. Akash Mehta has filed his power of attorney to appear in the present matter on behalf of Mr. K.L. Lamba on 15.12.2025 i.e, today only. For all the time between 10.07.2025 up till 15.12.2025 (approx. 5 months), complainant has failed to trace the erstwhile allottee Mr. K.L. Lamba and has been blatantly not taking the orders of the Authority seriously. Now after 5 months counsel for Mr. K.L. Lamba is appearing and stating that he has expired in the year 2022. If this was the case, counsel for Mr. K.L. Lamba was duty bound to submit an application along with legal heir certificate with an advance copy to M/s Parsvnath Ltd. beforehand so that arguments could have been heard in this case today. Taking time for the filing of requisite documents again and again wastes the precious time of the Authority. The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner.



8. In the present case, complainant has also not placed on record any document proving that he has communicated with respondent for endorsement of allotment rights after purchase of unit in question from original allottee since year 2005. Infact, respondent in its written reply denies the status of allottee to the present complainant as there is no record pertaining to complainant's name for unit in question. In these circumstances Authority is of the view that only an "allottee" is eligible to seek relief from the Authority under the RERA Act and rules and regulations. Perusal of file reveals that complainant has miserably failed to annex documents which establishes the allottee- builder relations of the complainant and the respondent in his complaint book. No copies of correspondence claims to have been made with the respondent have been attached with the complaint.
9. Under the Real Estate (Regulation and Development) Act, 2016 (RERA), Section 2(d) of RERA defines an allottee *"in relation to a real estate project, means a person to whom a plot, apartment or building, has been allotted or sold or otherwise transferred by the promoter, and also includes the person who subsequently acquires the said allotment through sale but does not include a person to whom the plot or apartment is given on rent."* For an individual to qualify as an "allottee" and seek protections and remedies under RERA, they must demonstrate a legal commitment from the developer, such as



copy of allotment letter, an executed builder-buyer agreement or a similar formal contract that binds both the parties. In captioned complaint, the complainant has not provided any evidence or documentation that proves a formal agreement was executed between him and the respondent; Or the respondent was presented with proper documents of purchasing of unit from original allottee but it is the respondent who intentionally did not endorsed the unit till date in favour of complainant. Without such an agreement/proper communication on record, there is no legal basis to substantiate that the complainant was formally allotted/purchased the property in respondent's project.

10. In the prevailing circumstances, Authority decides to dispose of the captioned **complaint as dismissed** on the grounds mentioned above. Hence, the complaint is accordingly **disposed of** in view of above terms with liberty to file it afresh with better documents if cause of action still survives. File be consigned to the record room after uploading of the order on the website of the Authority.



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NADIM AKHTAR
[MEMBER]