

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**
Date of Decision:
14.11.2025

| NAME OF THE BUILDER | | St. Patricks Reality Private Limited |
|---------------------|--------------|--|
| S. No. | Case No. | Case title |
| 1. | CR/1398/2025 | Wharton Engineers and Developers Private Limited VS. St. Patricks reality private limited |
| 2. | CR/1414/2025 | Eternity Engineers and Developers Private Limited VS. St. Patricks reality private limited |
| CORAM: | | |
| Shri Arun Kumar | | Chairman |
| APPEARANCE: | | |
| Sh. Garvit Gupta | | Advocate for the complainant |
| Sh. Satender Goyal | | Advocate for the respondent |

ORDER

- This order shall dispose of both the complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
- The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

| Project Name and Location: Central Park Flower Valley sector-32, Sohna | | | | |
|--|---------------|-----------------|-----------|----------------|
| Sr. no | Complaint no. | Date of receipt | File No. | Paid up amount |
| 1. | CR/1398/2025 | 29.10.2014 | CP-3/1064 | Rs. 3,00,000/- |
| 2. | CR/1414/2025 | 02.11.2014 | CP-3/1075 | Rs. 3,00,000/- |

3. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking to allot a 120 sq. yard plot to the Complainant in the same project at the originally agreed rate of ₹40,000/- per sq. yard. And handover the physical possession of the said plot to the complainant. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case CR/1398/2025 titled as Wharton Engineers and Developers Private Limited VS St. Patricks reality private limited are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

4. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, if any, have been detailed in the following tabular form:

CR/1398/2025 titled as Wharton Engineers and Developers Private Limited VS St. Patricks reality private limited

| Sr. No. | Particulars | Details |
|---------|---------------------------|---|
| 1. | Project Name and Location | Central Park Flower Valley sector-32, Sohna |
| 2. | Project area | 10.925 acres |

| | | |
|----|-------------------------------------|---|
| 3. | Nature of the project | Group housing complex |
| 4. | DTCP License no and validity status | 84 of 2014 dated 09.08.2014 valid upto 08.08.2024 |
| 5. | RERA Registered/ not registered | 150 of 2017 dated 28.08.2017 valid upto 31.07.2022 |
| 6. | Date of receipt | 29.10.2014 |
| 7. | Possession clause | N/A |
| 8. | Amount paid by the complainant | Rs. 3,00,000/- [As per receipt dated 29.10.2014, page 32 of the complaint] |

B. Facts of the complaint.

5. The complainant has made the following submissions in the complaint:
- i. That the director of the Complainant was approached by the director/promoter of the Respondent, namely Kanwaljit Singh Bakshi, who induced the Complainant to invest as an initial investor in the project titled "Central Park-III." The said project was represented to comprise multiple residential towers consisting of independent flats, residential plots, parking areas, community buildings, and supporting infrastructure over a parcel of land. The Respondent represented that development of the residential colony would be undertaken in accordance with the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules of 1976. The Respondent painted a highly attractive picture of the project, highlighting world-class amenities and assured timely delivery of plots while promising fair and transparent dealings.

- ii. That relying upon the representations and assurances of the Respondent, the Complainant agreed to book a residential plot in the said project. The Respondent assured allotment of a plot measuring 120 sq. yards at the rate of ₹40,000 per sq. yard and demanded ₹3,00,000 as application money. Accordingly, the Complainant paid ₹3,00,000 vide cheque no. 357721 dated 29.10.2014. The Respondent issued receipt no. CP-3/14-15/191 dated 29.10.2014 acknowledging the payment towards booking in the project "Central Park-III, Flower Valley." The receipt specifically mentioned that the amount constituted application money and assigned Plot/File No. CP-3/1064.
- iii. That the Respondent represented that allotment of the plot would be made shortly and possession would be handed over within three years from the first payment, i.e., on or before 29.10.2017. The Respondent also assured that a Plot Buyer's Agreement would be executed shortly. Believing such assurances and having already paid the booking amount, the Complainant relied upon the Respondent's representations.
- iv. That the Respondent's assurances proved false. Despite repeated promises, the Respondent failed to allot any plot or execute the Plot Buyer's Agreement, thereby breaching the fundamental obligation arising out of the booking and consideration received.
- v. That upon visiting the Respondent's office, the Complainant's representatives were informed that allotment and execution of the agreement would take further time. Having already paid advance consideration, the Complainant was compelled to rely upon the



Respondent's assurances that possession would be delivered within three years of the first payment.

- vi. That despite repeated telephonic and personal requests seeking updates regarding allotment, agreement execution, and development status, the Respondent failed to provide any definite response. When representatives visited the project site, they were advised to accept refund of money on the ground that the project may not perform well. The Complainant insisted on allotment and possession. The Respondent's conduct clearly reflects misuse of its dominant position and exploitation of the Complainant.
- vii. That no concrete steps were taken for allotment or possession. The Complainant suffered financial loss and harassment. In 2021, upon visiting the project site, the Complainant discovered that development had substantially progressed, yet possession was not offered. That the project stands registered with this Hon'ble Authority vide registration no. GGM/395/127/2020/11 dated 18.03.2020. Information disclosed before the Authority indicates collection of substantial funds from allottees and a likely completion date of 31.01.2023, along with submission of licenses and layout approvals. That despite project approvals and development progress, the Respondent failed to fulfill its obligations towards the Complainant, amounting to deliberate misrepresentation and raising apprehension of diversion of funds.
- viii. That the receipt issued in 2014 constitutes an "agreement for sale" within the meaning of Section 2(c) of the Real Estate (Regulation and

Development) Act, 2016, read with Sections 2(e) and 10 of the Indian Contract Act, 1872. That the Complainant has learned that several similarly situated allottees face identical grievances. Under Section 19(3) of the RERA Act, the Complainant is entitled to possession. That there is an inordinate delay of more than 11 years without allotment, agreement execution, or possession, causing severe prejudice to the Complainant. That the Respondent has misused funds collected from the Complainant and other allottees and has engaged in unfair trade practices and diversion of project funds. That due to Respondent's delay, stamp duty and circle rates have increased. The Complainant should not be burdened with additional statutory costs beyond those applicable on 29.10.2017, and any escalation must be borne by the Respondent. That there exists a genuine apprehension that the Respondent may dispose of remaining inventory at higher market rates rather than allotting the plot to the Complainant.

- ix. That this is a fit case for investigation of the Respondent's accounts under Sections 7 and 37 of the RERA Act, including revocation of registration, freezing of project accounts, publication of default, and other statutory actions. That despite repeated demands for allotment, agreement execution, possession, and delayed possession charges, the Respondent has refused compliance, compelling the Complainant to file the present complaint. The Complainant is entitled to interest for delay under the RERA Act and compensation for mental harassment and misrepresentation.

- x. That the project is an ongoing project falling within the proviso to Section 3(1) of the RERA Act, and no completion certificate has been issued. The cause of action is recurring and continues due to the Respondent's ongoing failure to allot the plot, execute the agreement, hand over possession, and pay delay compensation.

C. Relief sought by the complainant

6. The complainant has sought the following relief(s):

- I. Direct the Respondent to allot a 120 sq. yard plot to the Complainant in the same project at the originally agreed rate of ₹40,000/- per sq. yard.
- II. Direct the Respondent to hand over physical possession of the said plot to the Complainant.

D. Reply filed by the respondent.

- I. That the present complaint filed by the Complainant is misconceived, erroneous, and untenable both in law and on facts and is therefore liable to be dismissed. The Complainant has misdirected itself in invoking the jurisdiction of this Authority as the reliefs sought do not fall within the jurisdiction of this Authority.
- II. That the Complainant has not approached this Hon'ble Authority with clean hands and has deliberately concealed material facts with an intent to mislead the Authority. It is specifically denied that the Complainant ever applied for allotment of any plot. The amount deposited by the Complainant was merely an investment towards any future project proposed to be launched by the Respondent, subject to mutual confirmation, which never materialized. No allotment was ever agreed, no allotment letter issued, and no Builder Buyer Agreement executed

- between the parties. Prior to filing the present complaint, the Complainant never sought allotment of any plot for more than ten years.
- III. That the complaint is false, frivolous, vexatious, and not maintainable in law or on facts and is liable to be dismissed in limine. That there existed no agreement between the parties for allotment of any plot. There was neither offer nor acceptance in respect of any specific plot, nor execution of any Builder Buyer Agreement, nor any provisional allotment. The complaint deserves dismissal on this ground alone.
- IV. That after depositing the amount more than ten years ago, the Complainant never applied for provisional allotment and relies solely on a receipt acknowledging payment. The said receipt does not constitute any concluded or enforceable agreement. The terms and conditions mentioned therein clearly state that the receipt was only a memorandum acknowledging deposit and does not create any right in favour of the depositor for allotment of any unit.
- V. That the complaint is hopelessly barred by limitation. The amount was deposited as investment and the Complainant remained inactive for more than ten years without demonstrating any continuing cause of action. That the complaint is vexatious and filed with mala fide intent to exert pressure upon the Respondent for unwarranted reliefs lacking contractual foundation. That the Complainant has no locus standi or cause of action, having no enforceable right under the Real Estate (Regulation and Development) Act, 2016 or under any contract.
- VI. That without prejudice, the reliefs sought do not fall within the jurisdiction of this Authority as the dispute involves complicated questions of fact and law requiring adjudication by competent Civil Courts. That the jurisdiction of this Hon'ble Authority is unwarranted as

the alleged receipt predates the establishment of HRERA under the RERA Act, 2016. That no agreement existed regarding allotment of any plot of specific size or location. The terms of the receipt negate any such right. It is further submitted that no plot measuring **120 sq. yards** existed in any project of the Respondent and such size is impermissible under applicable planning norms of the Government of Haryana and the Directorate of Town and Country Planning, Haryana.

VII. That the Respondent had applied for a license for development of a residential plotted colony measuring **105.4083 acres** situated in Village Dhunela and Berka, Sectors 29, 30, 32 & 33, Sohna, Gurugram, under collaboration agreements with landowners. License No. 54 of 2014 was granted by DTCP Haryana. Plots of approved sizes were subsequently carved out and allotted to eligible allottees. That the present complaint forms part of a series of **22 complaints** filed by the Complainant and its associate companies. These entities are sister concerns of **Wharton Engineers & Developers Pvt. Ltd.** and **Tradex India Corporation Pvt. Ltd.**, as evident from Ministry of Corporate Affairs records. These entities invested funds considering project viability with an understanding of potential future returns. Subsequent disputes led to initiation of multiple litigations based on false and baseless allegations.

VIII. That without admitting jurisdiction or claims, the complaint is barred by limitation. The alleged payment receipt dated 27.10.2014 predates enforcement of the RERA Act, 2016 and cannot confer any right after more than ten years. That there is no privity of contract between the parties. Essential elements of a valid contract such as offer, acceptance, subject matter, consideration, and performance date are absent.

- IX. That all essential ingredients of a valid and enforceable agreement are lacking. The amount was deposited only as an expression of interest. The Complainant never applied for any property nor executed any document. If at all, the remedy was recovery within limitation before a civil court, which is now time-barred. That this Authority lacks jurisdiction as the Complainant does not fall within the definition of an allottee. The complaint is based primarily on disputed oral assertions requiring trial and evidence, which cannot be adjudicated in summary proceedings. The Respondent denies all allegations except receipt of deposit reflecting expression of interest.
- X. That without prejudice, the receipt relied upon by the Complainant is inadmissible being unstamped and unenforceable. Further, the Complainant being a company has not produced any board resolution authorizing booking or purchase of any plot. Alleged oral agreements are impermissible and unenforceable, particularly in corporate transactions.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real

Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings of the Authority

12. The complainant submitted that he had booked a residential plot admeasuring 120 Sq. Yards in the project developed by the respondent M/s St. Patricks Realty Private Limited, at the rate of Rs. 40,000/- per Sq. yard,

aggregating to a total sale consideration of the Rs. 48,00,000/-. It is stated that on 02.11.2014, the complainant paid a sum of ₹3,00,000/- to the respondent as booking amount/initial payment towards the said plot, with the assurance that an allotment letter would be issued shortly and possession would follow in accordance with the project schedule. In its contrary the respondent is now denying receipt of the said amount and asserting that no payment was ever made. The respondent has also raised a plea that the complaint is barred by limitation. Per contra, the counsel for the complainant submits that the plea of limitation is untenable, as the cause of action is continuing and the complainant has been making repeated requests for issuance of the allotment letter and possession. A direction is, therefore, sought to allot a 120 sq. yard plot to the complainant at the originally agreed rate of Rs. 40,000/-per sq. yard and to hand over physical possession forthwith.

13. Upon a perusal of the record, the Authority observes that the present complaint is barred by limitation. The only document on record is a receipt dated 29.10.2014, allegedly issued by the respondent in favour of the complainant. No correspondence, transaction, demand, acknowledgment, or engagement of any nature took place thereafter i.e. 29.10.2014. The complainant remained silent for nearly eleven (11) years and has approached this Authority without offering any sufficient cause for such extraordinary delay. The cause of action, if any, arose in 2014, and has long since become time-barred under the provisions of the Limitation Act, 1963.

14. The complainant, having failed to pursue his alleged claim for more than a decade, cannot now seek revival of a stale and extinguished right. The claim sought to be revived after more than a decade is, therefore, legally untenable.
16. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise their extraordinary powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.
17. Further, as observed in the landmark case i.e. **B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]** the Hon'ble Supreme Court held that "Law assists those who are vigilant and not those who sleep over their rights." Law will not assist those who are careless of his rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.
18. The authenticity of the alleged receipt is in dispute. Determination of:
- Whether the receipt is genuine,

- Whether money was paid or misappropriated,

- Whether there was cheating or forgery,

requires detailed evidence, cross-examination, and investigation all outside the scope of this Authority.

19. Therefore, the Authority cannot adjudicate on issues requiring forensic or criminal assessment. In these circumstances, this Authority cannot adjudicate upon disputed questions relating to the alleged payment, denial of receipt, or the veracity of the document relied upon by the complainant. The issues of such disputes would require a detailed examination of evidence, including the assessment of allegations of misrepresentation, cheating, forgery, and criminal breach of trust. These issues fall beyond the statutory competence of the Authority and can only be adjudicated upon by the competent civil and criminal courts in accordance with law.

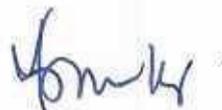
Furthermore, the complainant does not fall within the definition of an "allottee" as provided under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. The definition is reproduced as under: "...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot... is given on rent.

20. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere receipts and payment of a booking amount, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.

21. Moreover, Section 29 of the Indian Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. This Authority observes that, for a legally enforceable contract to come into existence, there must be consensus ad idem on the essential terms, such as the identification of the unit, consideration, payment schedule, and the rights and obligations of the parties. These essential terms are ordinarily crystallized through an allotment letter and an agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.
22. Since no allotment letter, agreement, or confirmation of allotment was ever issued in the favour of complainant, and in the absence of any concluded allotment or legally recognised interest in the project, the complainant lacks the requisite locus standi to maintain the present complaint before the Authority.
23. In view of the above facts and circumstances, this Authority holds that the complainant does not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.
24. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking delay possession charges & physical possession, is not maintainable firstly, after

such a long period of time as the law is not meant for those who are dormant over their rights. Secondly, the Authority only adjudicate the matters which are undisputed in nature and thirdly, the complainant does not fall under the definition of Allottee. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any justifiable cause.

25. In view of the above, the complaint is dismissed as being barred by limitation and for want of locus standi, with liberty to the complainant to seek appropriate civil or criminal remedies before the appropriate forum in accordance with law.
26. This decision shall mutatis mutandis apply to cases mentioned in para 2 of this order.
27. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
28. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.11.2025