

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
 GURUGRAM**
Date of order: 16.12.2025

NAME OF THE PROMOTER		M/s Parsvnath Developers Limited and M/s Titan Infracon LLP	
PROJECT NAME		IT Park Colony	
S. No.	Case No.	Case title	Appearance
1.	CR/5109/2024	Janak Mehta and Vinay Mehta V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP	Amarjeet Kumar (Complainant) Yatharth (Respondent No.1) Ankur Berry (Respondent No.2)
2.	CR/5110/2024	Sheila Mehta and Vinay Mehta V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP	Amarjeet Kumar (Complainant) Yatharth (Respondent No.1) Ankur Berry (Respondent No.2)

CORAM:	
Arun Kumar	Chairman
Phool Singh Saini	Member

ORDER

1. This order shall dispose of the 2 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 core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, IT Park Colony situated at Sector-48, Gurugram being developed by the respondents/promoter i.e., M/s Parsvnath Developers Limited and M/s Titan Infracon LLP. The terms and conditions of the buyer's agreements fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking execution of BBA, payment of pending assured return, handover of possession and payment of delay possession charges.
- The details of the complaints, reply status, 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	"IT Park Colony" Sector-48, Gurgaon
Project area	6.45 acres
DTCP License No.	47 of 2008 dated 11.03.2008 valid upto 10.03.2025
Name of Licensee	Dharmander-Karambir & 3 Ors.
RERA Registration	Not Registered
Possession Clause: Not provided	
Occupation Certificate: 19.11.2024 and 05.08.2025	

Sr. No	Complaint No., Case Title, and Date of filing of complaint	Date of MoU	Unit No.	Unit admeasuring	Due date of Possession	Total Sale Consideration / Total Amount paid by the complainant	Relief Sought
1.	CR/5109/2024	29.09.2006	Not allotted	1000 sq. ft.	Cannot be	Total Sale Consideration: Rs.15,00,000/-	AR, Possession, DPC



		(page 24 of complaint)		(as per MoU at page 35 of complaint)	ascertained	(as mentioned in clause 1(a) of MoU at page 35 of complaint) Amount Paid: - Rs.13,50,000/- (as per page no.33 of complaint)	
	Janak Mehta and Vinay Mehta V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP DOF: 18.10.2024 Reply Status R-1 Not Filed (R-2): 27.02.2025						
2.	CR/5110/2024 Sheila Mehta and Vinay Mehta V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP DOF: 18.10.2024 Reply Status R-1 Not Filed	29.09.2006 (page 34 of complaint)	Not allotted	1000 sq. ft. (as per MoU at page 35 of complaint)	Cannot be ascertained	Total Sale Consideration: Rs.15,00,000/- (as mentioned in clause 1(a) of MoU at page 35 of complaint) Amount Paid: - Rs.13,50,000/- (as per page no.33 of complaint)	AR, Possession, DPC

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4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the MoU executed between the parties in respect of said spaces for non-execution of BBA, payment of pending assured return, handover of possession and payment of delay possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case *CR/5109/2025 Janak Mehta and Vinay Mehta V/s M/s Parsvnath Developers Limited and M/s Titan Infracon LLP* are being taken into consideration for determining the rights of the allottee(s)
 - A. **Unit and project related details**
7. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"IT Park Colony" Sector-48, Gurgaon.
2.	Nature of the project	I.T. Complex
3.	Project area	6.45 acres
4.	DTCP license no.	47 of 2008 dated 11.03.2008

		[as per page 21 of R-2 reply]
5.	RERA Registered/ registered	not Not Registered
6.	Unit no.	Not allotted
7.	Unit area admeasuring	1000 sq. ft. (as mentioned in MoU at page 35 of complaint)
8.	Allotment letter	Not on record
9.	Date of execution of MoU	29.09.2006 (page 34 of complaint)
10.	Execution of BBA	Not executed
11.	Possession clause	Not provided
12.	Due date of possession	Cannot be ascertained
13.	Assured/Investment return clause	<p><i>"2. That out of the said total consideration amount the Second Party shall pay to the First Party a sum calculated @ Rs. 1350/- per square foot of the entire super area to be allotted, on or before the signing this Memorandum of Understanding. That First Party shall after receipt of party consideration @ Rs.1350/- per square foot of the entire super area i.e. Rs. 13,50,000/- given an investment return @ Rs.26.09 per square foot per month i.e. Rs.26,090/- by way of interest (subject to deduction of tax at source) w.e.f. 01/10/2006 on quarterly intervals at the end of every quarter for which it is due.</i></p> <p><i>That the First Party shall give an investment return (interest) @ Rs.27.50 per square foot per month of area of the Proposed Premises subject to the timely payment of balance consideration amount @ Rs.150/- per square foot of the space area i.e. Rs. 1,50,000/- by Second Party till the date of offer of possession of space in the Complex."</i></p>

		(as mentioned in clause 2 of MoU at page 35 of complaint)
14.	Total sale consideration	Rs.15,00,000/- (as mentioned in clause 1(a) of MoU at page 35 of complaint)
15.	Amount paid by the complainant	Rs.13,50,000/- (as per receipt at page no.33 of complaint)
16.	Occupation certificate	Not on record
17.	Offer of possession	Not Provided
18.	Letter for R1 w.r.t Grant for approval for change in beneficiary interest/ joint development & marketing rights of IT Park from Parsavnath Developers Limited to Titan Infracon LLP in license no.47 of 2008	03.02.2021 (page no.56 of complaint)

B. Facts of the complaint:

8. The complainant has made the following submissions: -

- I. That the complainants herein are the helpless allottee, who have been cheated and harassed by the opposite parties / promoter with a promise of delivering an ultra-tech, world class IT space by 2009 and has collected a huge sum of Rs 13,50,000/-, out of total sale consideration of 15,00,000/ whereas the possession of the unit/ space admeasuring 1000 sq. ft has not been offered after a lapse of almost 18 years.
- II. That the respondent no. 2 is the beneficial owner of the subject unit/ project in question and had agreed to take over development rights, obligations, and responsibilities of the development of the said project. That as per record available the Director, Town and Country Planning, Haryana vide its order dated 19.05.2021 has allowed the request for

- change in beneficial interest/joint development and marketing right under policy dated 18.02.2015 by granting license in favor of the respondent no.2 and thus is jointly liable for compliance of all terms and conditions of the Act, 1975 & Rules, 1976 till granting for the completion certificate.
- III. That the respondent no.1, in the year 2006 launched one of their commercial projects (IT Space) in India, at Sector-48, Gurgaon. The said project was launched with much fervour and fanfare and was marketed with boastful claims and propaganda of having world-class amenities and space, which are unheard of in India.
- IV. That the complainants were induced into buying a unit in the project proposed by the respondent no.1 company and accordingly handed over a cheque of Rs. 13,50,000/- dated 18.09.2006 to the respondent no.1. Based on various oral commitments and assurances by the respondent company, with regard to the delivery of possession within 36 months from the date of booking, the complainant had made 90% payment to the respondent no.1 company.
- V. That it is pertinent to mention here that the respondent no.1 company was neither having the zonal plan approval or the building plan approval on the said date, however despite that had sold the unit to the complainants representing that they had all the requisite approvals for the said complex. That inviting application for the said project itself was illegal in nature since on the day of inviting application for the said project, the opposite parties were not having the building plan approval.
- VI. That the respondent no.1, thereafter, entered into a memorandum of understanding dated 29.09.2006 for an IT Space measuring super area 1000sq.ft. to the complainant in its upcoming project namely "Capital Business Park" at Sector 48, Gurgaon.

VII. That as per MOU dated 29.09.2006, the total sale consideration of said space was Rs. 15,00,000/- and complainant has paid a sum of Rs. 13,50,000/- in all. The remaining amount of Rs. 1,50,000/- was supposed to be paid two months prior to date of offer of possession of space from the complainant. The said MOU is silent regarding the date of the possession. However, it is settled principle of law that the reasonable time for the builder to handover the possession is 3 years from the date of allotment of the space. Therefore, the offer of possession given by the respondent no.1 w.r.t the space on or before 29.09.2009.

VIII. The relevant clauses of the MOU are reproduced herein for ready reference of this hon'ble Authority and the same are as under:

Clause 2. "That out of the said total consideration amount the Second party shall pay to the First Party a sum calculated @, Rs.1350/- per square foot of the entire super area to be allotted, on or before the signing of this Memorandum of Understanding. That First Party shall after receipt of the part consideration @, Rs.1350/- per square foot of the entire super area i.e., Rs.13,50,000 give an investment return @ Rs.26.09 per square foot per month i.e., Rs.26,2090 (Twenty Six Thousand and Ninety Only) by way of interest (subject to tax deduction at source) w.e.f. 01/10/2006 on quarterly intervals at the end of every quarter for which it is due. That the first party shall give an investment return @ RS.27.50 per square foot of area of the proposed premises subject to the timely payment of balance consideration amount @, Rs.150/- per square foot of the unit area i.e., Rs.1,50,000/- by Second party till the date of offer of possession of the space in complex"

Clause 3 That the first party shall 2 months prior to date of offer of possession of space demand from the second party the remaining consideration amount @ 150/- per square foot of super area of the proposed premises that is ₹1,50,000 (Rupees One Lac Fifty Thousand only) subject to increase decrease on the basis of actual super area of the space at the time of completion/ offer of possession of the space. Henceforth on receipt of the total sale consideration of 15,00,000

(Rupees Fifteen Lacs Only) subject to increase or decrease as aforesaid the first party shall pay to the second party and investment return(interest) of @ 27.50 per square foot per month of the space are till such time the space is leased out (but subject to cluse 6) on behalf of second party by the first party at the exclusive cost of the first party.

Clause 6 *That upon completion of the block of building containing the said space in the proposed complex and after all amount due and payable by the second party in respect of the proposed premises have been paid in full by the second party, shall cause the proposed premises to be leased out as per the then generally prevailing market rates. The second party hereby duly authorises the first party to lease out the proposed premises shall inform the second party about the terms and condition of the lease as settled with the lessee. The second party shall not be entitled to lease the said space and/or to otherwise deal with the same directly without the consent in writing of the first party. The terms and conditions of lease negotiated by the first party, as aforesaid, shall be final and binding upon the second party. In the event, the second party obstructs or neglects or defaults to sign the necessary documents of lease after it has been finalised by the first party shall have the right to go ahead and to execute the lease in first party's own name. In that eventuality this mou stand terminated and the first party shall return the consideration amount to the second party as received from the itself of the investment later.*

- IX. That it is pertinent to mention here that as per clause 2 of the said MoUs, the respondent no.1 agreed to give an investment return @Rs.26.09/- per sq.ft. per month i.e., Rs. 26,090 /- for the space to the complainant. However, the respondent no.1 has paid the assured return only till October 2009 i.e. for a period of three years and thereafter stopped making further payment. Thereafter the complainant received two cheques in the month of March 2015 for Rs. 70,443 each (i.e. for Two Quarters) and no payments were received thereafter till date. The respondent no.1 has also failed to get the completion certificate for the said project till date, for reasons unknown. Thus, the complainant has

not been able to use the said spaces even after paying 90 % of the consideration amount on time and is bearing huge loss every day.

- X. That somewhere January 2021, upon physical inspection of the site the complainants came to know that the advertisement board of some other builder was placed/displayed which gave the impression that the project has been taken over by the respondent no.2. Upon enquiry, the complainants came to know that some development agreement has been entered into between the respondent no.1 and respondent no.2 whereby, the beneficiary interest and marketing right of the project was agreed to be transferred in favor of the respondent no.2 and the office of Director, Town and Country Planning Haryana, Chandigarh has required/invited objections against the said change. Thereafter, the complainant also received a letter dated 03.02.2021. from the respondent no.1 intimating the above said change.
- XI. That it has come to the knowledge of the complainants that vide order dated 19.05.2021 the DTCP, Haryana approved the request for change in beneficial interest/joint development and marketing rights under policy dated 18.02.2015 for the project land in question from respondent no. 1 to respondent no.2. Thereafter, approval of revised building plan had also been granted to respondent no.2 for the said project by Chief Town Planner, Haryana cum Chairman, Building Plan Approval Committee, Town & Country Planning Department, Haryana vide letter dated 25.06.2021. The respondent no. 2 is not a party in the said MOU. However, as per record available the Director, Town and Country Planning, Haryana vide its order dated 19.05.2021 allowed the request for change in beneficial interest/joint development and marketing right under policy dated 18.02.2015 by granting license in its favor and made it liable for compliance of all terms and conditions if the

Act, 1975 & Rules, 1976 till granting for the completion certificate. Therefore, respondent no. 2 cannot escape from its responsibilities and obligations to the allottees being licensee of the project and is covered under the definition of promoter within the meaning of 2(zk) (i), (v). Also, several parameters are prescribed in policy dated 18.02.2015 for making change in beneficial interest, change in developer, assignment of joint development right/ marketing rights etc. The respondent no. 1 & 2 will be jointly and severally liable for the completion of the project as well as other liabilities towards the complainant.

- XII. That the complainants are also entitled to delayed possession charges from the due date of possession i.e. 01.10.2009 till date, since the respondent has failed to handover the possession of the unit till date.
- XIII. That it is pertinent to mention here that the complainant has not been offered possession of the unit, however the respondent no.2 on the other hand is selling the same property to different buyers in the project named as "Capital Business Park". That upon enquiry the respondent no.2 simply asked the complainant to take up the matter with respondent no.1, despite under legal obligation to handover the possession of the unit to the complainant, being the beneficially under the BIP policy of DTCP.
- XIV. That the complainant no.2 is the son of the complainant no.1, who has authorized the complainant no.1 to deal with the property in question through the general power of attorney dated 04.10. 2006. The complainant reserves its right to claim compensation as provided under Section 71 of the Act before the appropriate Adjudicating office as per the provisions of the Act.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):

- I. Direct the respondents to handover the possession of the unit in the project namely capital business park at Sector-48, Gurugram.
 - II. Direct the opposite parties to pay the assured return @ Rs. 70,286 per quarter since 01.10.2009, along with prescribed rate of interest from each day of default till the date of handing over physical possession of the unit.
 - III. Direct the opposite parties to pay the delayed possession charges with effect from 29.09.2009.
10. On the date of hearing, the Authority explained to the respondents/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondents

11. The respondent no.1 put in appearance through its counsel and marked attendance on 06.02.2025, 06.03.2025, 15.05.2025, 28.08.2025, 18.09.2025, 27.11.2025, and 16.12.2025. Despite specific direction for filing reply in the matter, no reply has been received from respondent no.1 with regard to the present complaint till date. It shows that the respondent no.1 is intentionally delaying the procedure of the court by avoiding filing of reply in the matter. In view of the above, the defence of the respondent no.1 was struck off vide proceedings dated 27.11.2025.
12. The respondent no. 2 has contested the complaint by filing reply on the following grounds: -
- i. That the respondent no. 2 is a Limited Liability Partnership firm incorporated on 09.02.2017 with its registered office at N-8, Unit No.-2, Basement Panchsheel Park New Delhi 110017. That within a

short period of 6 years, the respondent no. 2 has established itself as dependable name in the real estate sector.

- ii. That the complainants have got no locus standi or cause of action to file the present complaint against the respondent no. 2. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the memorandum of understanding dated 29.09.2006.
- iii. That the complainants herein are not 'Allottees" as defined under Section 2(d) the Act of 2016, since the present complaint fails to show any document showing allocation, sale or transfer of any commercial unit. Further the receipt dated 20.09.2006 attached with the complaint shows the payments being made as "advance against present and future project". Thus the same cannot be considered as sale consideration for allotted unit. The complainant have filed the complaint seeking possession, delayed possession charges and assured return, without placing on record any allotment letter, builder buyer agreement or agreement to sell. It is submitted that the complaint has been filed by the complainants substantiating its claims on an MOU dated 29.09.2006, which is signed between complainants and respondent no. 1 only. The respondent no. 2 has no privity to contract and the answering respondent ought to be protected against the complainants since any agreement or understanding between complainants and r-1 cannot imposed liability upon the answering respondent that the builder buyer agreement has been executed between the complainants and the respondent no. 1 on 17.12.2014 i.e., prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the Hon'ble Authority lacks

jurisdiction to adjudicate upon any of the relief's as claimed by the complainants herein.

iv. That it is pertinent to submit that the respondent no. 2 could not have been made party to the present complaint since neither a single document has been executed between the answering respondent and complainants nor any allegations as placed/levelled within the complaint, have been directed to be adjudicated against the respondent no. 2. The respondent no. 2 is liable to be deleted from the array of parties in the present complaint. That from the bare perusal of the complaint, it is ample clear that there are no specific allegations or averments made against the respondent no. 2 and therefore the respondent no. 2 deserves to be deleted from the array of parties for not being a necessary or proper party to the present complaint. The present complaint is not maintainable against the respondent no. 2, as no real cause of action has either been pleaded or exists against the respondent no. 2 and the present complaint is motivated to pressurise the respondent no. 2 without any basis or cause of action. Further as per the submissions of the complainants, the payments were made by the complainants for the purchase of the office unit to the respondent no. 1 and the receipt for the said payments were also given by respondent no.1. The alleged payment receipt does not depict the same to consideration of any commercial unit, and rather is receipt for payments as advance against present and future project. It may be considered that respondent no. 2 was not involved in any manner with the transactions qua any unit. that even the mou, as alleged by the complainants, has been entered into between the complainants' and the respondent no. 1 only and the respondent no. 2 was never a

- party to the any of the sale, purchase or transactions with the complainants as has been mentioned by the complainants in their complaint. in view of the aforesaid, no cause of action, whatsoever is made out against the respondent no. 2.
- v. That the complainants have not levelled any allegations or submissions with regard to the complainants approaching the respondent no. 2 at any point in time. it is humbly submitted that there is no relationship of promoter and allottee between the respondent no. 2 and the complainants within the meaning of the Real Estate (Regulation and Development) Act, 2016 and as such the present complaint is liable to be dismissed and the respondent no. 2 be removed from array of parties. Moreover, the mou had been executed between the complainant and respondent no.1 way back in the year 2006 much before the respondent no. 2 had been involved with the project in question.
- vi. That in 2021 when the respondent No. 1 was unable to complete the development of the project, the respondent no. 2 was brought in through development agreement dated 15.02.2021. it is pertinent to mention that vide clause 9.4 of the development agreement dated 15.02.2021, the respondent no. 1 indemnified the respondent no. 2 from all liability for any third-party liability including but not limited to the existing clients/allottees/buyers relating to the period till the execution of the development agreement.
- vii. That it is pertinent to submit that the occupation certificate for the tower-a of the project has already been received on 19.01.2022 and thus no liability under the present complaint can be adjudicated against the respondent no. 2, hence the answering respondent ought to be removed from the array of parties.

13. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

14. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for reasons given below:

E.I Territorial jurisdiction

15. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by the Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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

16. 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.

17. 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. Maintainability of complaint

18. The Authority observes that the present complaint is based on an MoU dated 29.09.2006 vide which the respondent no.1 assured the complainant that it is planning to put up an I.T Park Complex at Sector-48, Gurugram. Vide Clause 1(a) of the MoU dated 29.09.2006, it was agreed that the respondent no.1 agrees to sell/allot tentatively a super area of 1000 sq. ft. subject to final confirmation of area on completion of the building in the proposed complex of I.T Space in Sector 48, Gurugram. Further, vide clause 12 of the said MoU, it was agreed that the complainant shall execute the flat buyer's agreement with the respondent no.1 in respect of the proposed premises within two months of the approval of building plans of the proposed Complex from the concerned authorities which shall include other terms and conditions as detailed in the agreement. However, as per record, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties till date. Thus, the transaction between the parties never progressed beyond the stage of memorandum of understanding and did not culminate into allotment of any plot, apartment or building.
19. The respondent no. 2 in its reply has contended that even though the project has obtained the occupation certificate, the complainant has not produced any document evidencing allotment of a specific, identifiable unit in his favour. The MoU dated 29.09.2006 placed on



record does not mention any unit number, tower, or allocation particulars. The complainant remained silent for around 18 years and 19 days and has approached this Authority without offering any sufficient cause for such extraordinary delay. The cause of action, if any, arose in 2006, and has long since become time-barred under the provisions of the Limitation Act, 1963. 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.

20. Moreover, it is observed that vide clause 12 of the said MoU, it was agreed that the complainant shall execute the flat buyer's agreement with the respondent no.1 in respect to the proposed premises. However, till filing of the complaint which is around 18 years and 19 days from the date of execution of the MoU, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties. The complainant remained dormant of his rights for more than 18 years and he didn't approach any forum to avail his rights. There has been such a long unexplained delay in pursuing the matter. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored.
21. 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.

22. 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.
23. In the absence of a defined allotment, the complainants cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. A mere MoU for a proposed or future allotment, without crystallization of rights in a specific unit, does not confer the status of an allottee. Moreover, the complainant has enjoyed assured return for a period of three years as stated by the complainants in their facts. However, before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" 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."

24. 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 execution of a Memorandum of Understanding and payment of a booking amount where it is mentioned for advance against present and future project, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.
25. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to execution of agreement for sale, payment of pending assured return, handover of possession and payment of delay possession charges pursuant to a Memorandum of Understanding, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
26. 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 further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.
27. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking handover of the possession, assured return and delay possession

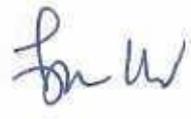


charges, is not maintainable *firstly*, after such a long period of time as the law is not meant for those who are dormant over their rights. *Secondly*, the Authority only adjudicate the matters which are undisputed in nature and *thirdly*, the complainant does not fall under the definition of Allottee. 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.

28. In view of the above, the complaint is not maintainable and is hereby dismissed with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law.
29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
30. Complaints as well as applications, if any, stands disposed of accordingly. True certified copy of this order shall be placed in the case file of each matter.
31. Files be consigned to the registry.


(Phool Singh Saini)

Member


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 16.12.2025