



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

<b>Date of decision:</b>	<b>09.03.2026</b>
--------------------------	-------------------

Sr. No.	Complaint No(s).	Complainants	Respondents
1.	1231 of 2024	Punam Mor W/o Sh. Anil Kumar Mor R/o House no. 82, GF, Amravati Enclave, Panchkula, Haryana-134105	M/s Parsvnath Developers Ltd. Office at Parsvnath Tower, Near Shahdra Metro Station, Shahdara, Delhi-110032
2.	1316 of 2024	Anita Kalia W/o Narender Kalia R/o Residence cum clinic site no. 1 of 1, Commercial Complex, Opposite Red Cross Bhawan, Sector-17, HUDA, Jagadhri, Yamuna Nagar, Haryana-135001	M/s Parsvnath Developers Ltd. Office at Parsvnath Tower, Near Shahdra Metro Station, Shahdara, Delhi- 110032

**Present:-** Adv. Sushil Malhotra, counsel for complainants through VC.

Adv. Neetu Singh, counsel for the respondent through VC.

**ORDER (NADIM AKHTAR - MEMBER)**

1. Above captioned complaints are taken up together for hearing as these complaints involve similar issues and are related to the same project of the respondent. This final order is being passed by taking the Complaint No. 1231 of 2024 as the lead case.
2. Present lead complaint dated 27.09.2024 has been filed by complainant 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.

**A. UNIT AND PROJECT RELATED DETAILS:**

3. The particulars of the unit booked by complainant, the details of sale consideration, the amount paid by the complainant and details of project are detailed in following table:

S.No.	Particulars	Details
1.	Name of the project	Present and Future projects;
2.	Date of booking of unit by complainant	23.09. 2009



3.	<b>Unit area</b>	350 sq. yards
4.	<b>Date of allotment</b>	Allotment not made
5.	<b>Date of builder buyer agreement</b>	Not executed
6.	<b>Basic Sales Price</b>	₹18,37,675 (350 sq. yards @ ₹5,250.50 per sq. yard) as per Application Form annexed by the respondent at page no. 18 (Annexure R-1)
7.	<b>Amount paid by complainant</b>	₹2,85,000/-
8.	<b>Offer of possession</b>	Not made

**B. FACTS OF THE COMPLAINT No. 1231 of 2024**

4. That the real estate project titled "Parsvnath City – Rohtak", which is the subject matter of the present complaint, is situated at Sector-33A, Rohtak, Haryana, and therefore this Hon'ble Authority has the territorial jurisdiction to entertain and adjudicate the present complaint.
5. That in the month of November 2012, the Complainant was approached by the channel partner/authorized dealer/business agent of the Respondent Company, who induced the Complainant to purchase a residential plot in the said project by representing that the Respondent is a reputed and honest developer having completed several projects across the country and that all statutory approvals for the said project were already in place. It was further assured that possession would be handed over shortly and the Complainant was advised to keep the balance amount ready for payment at the time of

allotment. The Respondent specifically assured that possession would be delivered by December 2012.

6. That the Complainant derives her rights through Mr. Satyavir Singh Shastri, who had originally booked a residential plot measuring 359 sq. yards in the said project and had paid an advance registration amount of ₹2,85,000/- to the Respondent on 23.09.2009 and 29.10.2009 at the agreed rate of ₹5,250.50 per sq. yard.
7. That Mr. Satyavir Singh Shastri transferred the booking rights in favour of the present Complainant on 02.11.2012, which transfer was duly acknowledged and endorsed by the Respondent Company on the same date. The Complainant purchased the said booking rights through a property agent namely Vijay Pal of Rohtak after paying a premium of ₹8,50,000/-.
8. That pursuant to the said transfer, the complainant paid a sum of ₹2,50,000/- vide receipt no. RT000123 and ₹35,000/- vide receipt no. 00016760, and the Respondent issued letter no. PDL/P0095 dated 02.11.2012 endorsing the receipts in favour of the complainant. Copies of the said payment receipts and endorsement letter are annexed as Annexure C-1, C-2 and C-3, respectively.
9. That the basic sale price of the said plot was agreed at ₹18,84,929.50/- (359 sq. yards @ ₹5,250.50 per sq. yard), exclusive of applicable taxes, EDC and



IDC. At the time of booking and transfer, the respondent categorically assured that there would be no change in the area or sale price of the plot.

10. That the respondent, fully aware that timely delivery is the most crucial factor for homebuyers, deliberately represented and warranted that the Complainant would receive possession within the promised timeline and would not suffer the hardships commonly faced by buyers in other stalled project.
11. That on the assured date of possession i.e. December 2012, the Complainant approached the Respondent seeking allotment and possession; however, the Respondent failed to provide any satisfactory explanation and continued to evade allotment. That despite the passage of more than 12 years, the Respondent has neither allotted a plot to the Complainant nor offered possession, whereas conveyance deeds have been executed in favour of other allottees, thereby clearly discriminating against the Complainant.
12. That the Complainant is a bona fide end-user, associated with the project since 2009, and has always been ready and willing to pay the balance consideration. The Respondent is wrongly interpreting certain directions of this Hon'ble Authority regarding inclusion of buyers and is illegally denying allotment to the Complainant.
13. That the Complainant, being left with no alternative, approached the Deputy Commissioner, Rohtak seeking intervention. Meetings were conducted and



minutes thereof are annexed as Annexure C-4 and C-5, yet the Respondent failed to resolve the grievance.

14. That as on 15.09.2024, there is a delay of more than 12 years from the deemed date of possession, which constitutes gross violation of the provisions of the Real Estate (Regulation and Development) Act, 2016.
15. That the cause of action first arose on 23.09.2009, further arose on December 2012 when possession was not delivered, and continues to subsist on a day-to-day basis till date.
16. That similar complaints have already been decided in favour of the allottees, including Complaint No. 1397 of 2021 titled "Lajwanti Vashist vs. Parsvnath Developers Ltd.", wherein possession with delay compensation was granted subject to balance payment.
17. That due to the unlawful acts of the Respondent, the Complainant was compelled to initiate litigation and has incurred litigation expenses amounting to ₹45,000/-, receipt whereof is annexed as Annexure C-6.
18. Further, complainant has filed rejoinder dated 07.04.2025 in the registry in support of her pleadings. The Authority has duly taken this application on record and considered the same for the proper and just adjudication of the matter.



**C. RELIEFS SOUGHT**

19. In view of the facts mentioned above, the Complainant prays for the following relief:
- i. Hon'ble Authority may kindly be pleased to pass an order or direction to Respondent to Allot a Plot of agreed size at agreed rate to Complainant on the receipt of Balance sale consideration amount if any.
  - ii. Pass an order for delayed possession interest on payment already made to the respondent.
  - iii. It is requested that Ld. Authority direct the respondent to produce every record of this booking before the Authority.
  - iv. Award the cost of this Complaint which is ₹45,000/- in favors of the complainant.
  - v. It is also prayed to Ld. Authority may pass any order in favors of Complainant in the interest of Justice.

**D. REPLY ON BEHALF OF RESPONDENT**

Respondent has filed a detailed reply in the registry on 25.03.2025 pleading therein as under

20. That the present Complaint is not maintainable before this Hon'ble Authority as the Complainant is not an "allottee" in the records of the Respondent Company and, therefore, does not fall within the definition of "Allottee" as



provided under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016.

21. That for the sake of convenience, the definition of "Allottee" under Section 2(d) of the Act is reproduced hereinbelow:

*"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.*

That since no plot has ever been allotted to the Complainant, the Complainant cannot be treated as an allottee under the Act.

22. That the present Complaint is not maintainable and is liable to be dismissed at the threshold, as the money receipts relied upon by the Complainant merely reflect an expression of interest / advance registration for *Present and Future / New Projects* of the Respondent Company. It is an admitted position that neither the Complainant nor her predecessor-in-interest was ever allotted any plot or unit in any project of the Respondent Company.
23. That initially in September 2009, one Mr. Satyavir Singh Shastri ("the Original Applicant") applied for advance registration towards *Present and Future / New Projects* of the Respondent Company. The said registration was subsequently transferred in favour of Mrs. Punam Mor ("the Complainant /



Subsequent Applicant”) in November 2012, with full knowledge of the nature of such registration.

24. That the Complainant consciously and voluntarily purchased the said expression of interest / advance registration from the open or secondary market, despite being fully aware that no allotment had ever been made in favour of the Original Applicant. Therefore, the Complainant cannot now claim any vested or enforceable right of allotment.
25. That the present Complaint is grossly barred by limitation. There is no pleading seeking condonation of delay. In *Surjeet Singh Sahni v. State of U.P. & Ors.*, 2022 SCC OnLine SC 249, the Hon’ble Supreme Court has categorically held that mere representations do not extend limitation, and stale claims cannot be revived on the basis of continuing correspondence. The Complainant is guilty of gross delay and laches, and the Complaint deserves dismissal on this ground alone.
26. That the provisions of the Real Estate (Regulation and Development) Act, 2016 are not applicable, as there is neither an allotment nor an agreement for sale in favour of the Complainant. That it is a settled principle of law that an agreement to enter into another agreement is not enforceable, and no relief can be claimed on the basis of a mere expression of interest.



27. That the parties are governed strictly by the Application Form and Affidavit-cum-Undertaking and Indemnity, duly executed by the Original Applicant as well as the Complainant, which specifically provides for refund in case of non-allotment, thereby fully safeguarding the Complainant's interest.
28. That on 23.09.2009, the Original Applicant expressed interest for advance registration of a residential plot in the proposed Present and Future / New Projects of the Respondent Company and deposited a sum of ₹2,50,000/-.
29. That at the time of registration no project name, no project location, no layout plan, and no plot number had been identified or finalized. The Original Applicant was fully aware of this position.
30. That the Original Applicant executed an Application Form dated 23.09.2009, wherein he expressly agreed that the advance would be adjusted only if a plot is allotted; In case no allotment is made within six months, the amount would be refundable; No claim of any nature shall be raised except refund with interest. A copy of the Application Form dated 23.09.2009 is annexed as Annexure R-1.
31. That on 02.11.2012, the Original Applicant transferred his registration in favour of the Complainant. The Respondent merely endorsed the transfer of registration and did not allot any plot. Copy of endorsement letter dated 02.11.2012 is annexed as Annexure R-2.



32. That the Complainant executed an Affidavit-cum-Undertaking and Indemnity, wherein she unequivocally agreed that in case no allotment is made, she shall accept refund with interest. Clause 7 thereof reads as under:

*"If I/We are not allotted any plot in the Present & Future Projects, then I/We shall accept refund of the deposited money along with simple interest @ 9% per annum."*

A copy of the Affidavit-cum-Undertaking and Indemnity is annexed as Annexure R-3.

33. That till date, the Respondent has received only ₹2,85,000/- from the Original Applicant / Complainant. A copy of the ledger dated 10.03.2025 is annexed as Annexure R-4.

34. That no demand was ever raised after 2009, which clearly establishes that no project or plot was ever allotted pursuant to the said registration.

35. That in absence of any agreement to sell, the Complainant is bound exclusively by the Application Form and Affidavit-cum-Undertaking and Indemnity.

E. **ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

36. Counsels appearing on behalf of both the parties reiterated the submissions made in their respective complaint/reply and supporting documents. The



issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

**F. ISSUE FOR ADJUDICATION**

37. Whether the complainant is entitled to possession of a 350 sq. yard plot along with delay interest @18% p.a. in terms of Section 18 of Act of 2016?

**G. OBSERVATIONS AND DECISION OF AUTHORITY**

Authority has carefully considered the submissions made by both parties and examined the documents placed on record. Upon evaluation of the facts and evidence, the Authority observes as under:

38. It is the case of the Original applicant namely Satyavir Singh Shastri had booked a residential plot admeasuring 350 sq. yards in the project Parsvnath City, Rohtak for a total booking amount of ₹2,50,000/-, vide Receipt dated 23.09.2009. The said receipt stand endorsed in favour of complainant on 02.11.2012 as an advance against Present & Future Project. Further, complainant also paid ₹35,000/- which is inferred from the receipt dated 29.10.2009 annexed by the complainant as Annexure C-2 of complaint book.
39. It is observed that in similar circumstances, this Authority has earlier allowed complaints where the names of the complainants were reflected in the list filed by the respondent in Complaint No. 779 of 2020 (Bhim Singh Pawar v. Parsvnath Developers Ltd.). In that case, the Respondent's affidavit contained



Annexure A and Annexure B, listing persons who had booked units in Parsvnath City, Rohtak. Since the complainant Bhim Singh's name was found in Annexure A at Serial No. 215, the Authority recognised him as a valid allottee and directed the Respondent to hand over possession upon payment of the balance sale consideration.

40. Similar findings were given in Complaint Nos. 1397/2021, 2291/2023, 2774/2023, and even in latest Complaint No. 1328/2024 (Rita Chawla v. Parsvnath Developers Ltd.), where the complainants' names were duly reflected in the list submitted by the respondent in Complaint No. 779 of 2020. The presence of the complainants' names in the official list served as documentary proof of booking in 'Parsvnath City, Rohtak', thereby justifying the grant of possession in his project named Parsvnath City, Rohtak' on payment of balance sale consideration.
41. However, in the present lead case, and in other matter in the captioned bunch of complaints, neither the name of the complainant nor the name of the original allottee appears in the aforesaid lists (Annexure A or Annexure B) filed by the respondent in Complaint No. 779 of 2020. These lists contain the names of allottees who booked units in Parsvnath City, Rohtak upon payment of registration amounts for present or future projects. In the absence of the complainant's or original allottee's name in the respondent's official allotment



lists, there is no documentary proof before this Authority to establish that a valid booking was made in the project Parsvnath City, Rohtak. Without such evidence, it cannot be concluded that the complainant is a valid allottee entitled to possession of a unit in the project.

42. Authority further notes that possession in earlier decided cases was granted only after confirming the complainant's name in the respondent's verified records. Since no such confirmation exists in the present case, the relief sought for possession cannot be granted. Any direction to hand over possession in the absence of documentary proof of allotment would be unjustified and beyond the scope of the Authority's jurisdiction under the given facts.
43. In view of the above, Authority holds that the present complaint is devoid of merit and is not maintainable for want of documentary evidence establishing allotment in the project.
44. Accordingly, in view of the above observation, the present cases stand dismissed. This dismissal is without prejudice to any other remedy available to the complainant in accordance with law. File be consigned to record room after uploading on the website of the Authority.



.....  
NADIM AKHTAR  
[MEMBER]