

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Date of decision: 06.01.2026

NAME OF THE BUILDER		M/s ST. Patrick's Realty Pvt. Ltd.	
S. No.	Case No.	Case title	Appearance
1.	CR/1409/2025	Dilwale Properties Pvt. Ltd. V/S St. Patricks Realty Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)
2.	CR/1410/2025	Nightingale Farms Pvt. Ltd. V/S St. Patricks Realty Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)
3.	CR/1377/2025	Anaghar Builders Pvt. Ltd. V/S St. Patricks Realty Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)
4.	CR/1378/2025	Astra Build Tech Pvt. Ltd. V/S St. Patricks Realty Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)
5.	CR/1397/2025	Swan Farms Pvt. Ltd. V/S St. Patricks Realty Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)
6.	CR/1393/2025	Astra Management Services Pvt. Ltd. V/S St. Patricks Realty Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)

7.	CR/1392/2025	Astra Infrastructure Pvt. Ltd. V/S St. Patricks Reality Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)
8.	CR/1382/2025	Astra Builders Pvt. Ltd. V/S St. Patricks Reality Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)
9.	CR/1395/2025	NKG Properties Pvt. Ltd. V/S St. Patricks Reality Private Limited	Sh. Garvit Gupta (Complainant) Sh. Deepanshu Yadav (Respondent)

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

Chairman
Member

ORDER

1. This order shall dispose of the aforesaid 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.
2. 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:

Sr. no	Complaint no.	Date of receipt	Plot/file no	Paid up amount
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1.	1409/2025	01.11.2014	CP-3/1072	Rs. 3,00,000/- (Annexure - C2)
2.	1410/2025	01.11.2014	CP-3/1073	Rs. 3,00,000/- (Annexure - C2)
3.	1377/2025	27.10.2014	CP-3/1061	Rs. 3,00,000/- (Annexure - C2)
4.	1378/2025	27.10.2014	CP-3/1060	Rs. 3,00,000/- (Annexure - C2)
5.	1397/2025	29.10.2014	CP-3/1065	Rs. 3,00,000/- (Annexure - C2)
6.	1393/2025	30.10.2014	CP-3/1070	Rs. 3,00,000/- (Annexure - C2)
7.	1392/2025	30.10.2014	CP-3/1071	Rs. 3,00,000/- (Annexure - C2)
8.	1382/2025	29.10.2014	CP-3/1067	Rs. 3,00,000/- (Annexure - C2)
9.	1395/2025	28.10.2014	CP-3/1063	Rs. 3,00,000/- (Annexure - C2)

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 refund of entire amount paid by the complainants along with interest @ 24% per annum.
4. 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/1409/2025 titled as Dilwale Properties Pvt. Ltd. Vs. M/s St. Patricks Realty Pvt. Ltd.** 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

5. 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/1409/2025 titled as Dilwale Properties Pvt. Ltd. Vs. M/s St. Patricks Realty Pvt. Ltd

Sr. No.	Particulars	Details
1.	Name of the project	NA
2.	Project area	NA
3.	Nature of the project	NA
4.	RERA Registered/ not registered	Not registered
5.	Date of receipt	01.11.2014 (page 32 of complaint)
6.	Possession clause	NA
7.	Due date of possession	NA
8.	Basic Sale Price	NA
9.	Amount paid by the complainants	Rs. 3,00,000/ (as per receipt dated 02.11.2014, page 32 of complaint)

B. Facts of the complaint

6. The complainant has made following submissions in the complaint:
- i. That the director of the complainant was approached by the director/promoter of the respondent named Kanwaljit Singh Bakshi to invest in the project called 'Central Park-III' as initial investor. The project was claimed to comprise of several building/towers consisting of self-contained independent flats, plots along with common support infrastructure, parking sites and community buildings on a piece and parcel of land. The respondent claimed that development of a residential colony would take place in accordance with the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made thereunder in 1976. A very rosy picture of its residential colony and made several representations with respect to the innumerable world class facilities to be provided by the respondent in its project was painted.

- Timely delivery of the plot was assured by the respondent. It was represented by the respondent that it would be completely fair in its dealings with the complainant and would throughout adhere to its obligations.
- ii. That the complainant, induced by the assurances and representations made by the respondent, decided to book a residential plot in the project of the respondent. It was assured to the complainant by the respondent that the respondent would allot a plot admeasuring 120 sq yards at the rate of Rs. 40,000/- per sq. yard. The respondent accordingly demanded a payment of Rs.3,00,000/- from the complainant towards application money for booking of plot. As per the directions and requirements of the respondent, the complainant made payment of Rs. 3,00,000/- vide cheque no. 843757 on 01.11.2014. Accordingly, respondent issued receipt no. CP-3/14-15/218 dated 01.11.2014 acknowledging the payment of Rs. 3,00,000/- paid by the complainant towards the booking of a plot in the project 'Central Park-III', Flower Valley of the respondent. It is pertinent to mention herein that it was specially stated in the said receipt by the respondent that the said amount was application money for booking of a plot in the Central Park-III project of the respondent. Vide the said receipt, the respondent also specifically mentioned the plot/file number to be CP-3/1072.
 - iii. That it was specifically represented by the respondent that plot to be allotted to the complainant would admeasure 120 sq. yards and that the said allotment of the plot would be done by it soon and that it would hand over the possession of the plot to the complainant within three years from the date of first payment. Since, the first payment was made by the complainant on 01.11.2014, it was represented by the respondent to the

complainant, that the possession of the plot would be handed over to the complainant on or before 01.11.2017. It was also assured by the respondent to the complainant that the agreement would be entered into with the complainant shortly as the same was in the process of finalization. Since, the complainant had already parted with the booking amount, the complainant believed the specific representations and assurances made by the respondent.

- iv. That however, the assurances of the respondent turned out to be false. Despite specific assurances of the respondent that it would soon allot a plot number to the complainant and would execute an agreement, it miserably failed to do so. The respondent failed to perform the most fundamental obligation of the allotment which was to actually allot a plot to the complainant against the consideration received by it, which in the present case has been delayed for an extremely long period of time.
- v. That when the complainant's representatives visited the corporate office of the respondent, they were surprised and anguished with the response of respondent who informed the complainant's representatives that the allotment of the plot and execution of a plot buyer's agreement would take some more time. It is pertinent to mention herein that the since, the complainant had made advance payment towards the purchase of the residential plot, it had no other option but to believe the representations being made by the respondent. It was again assured by the representatives of the respondent that the physical possession of the plot against the booking made by the complainant would be handed over in a span of 3 years from the date of the complainant making the first payment.
- vi. That the complainant kept on requesting the respondent telephonically, to update it about the date of allotment of the plot, execution of the plot

buyer's agreement as well as the status of development of the residential colony. However, no heed was paid to the legitimate request made by the complainant. When the complainant's representatives went to meet the representatives of the respondent at the project site to enquire about the allotment and possession of the plot, they were shocked to see the response of the respondent. The representatives of the respondent were not giving the clear date of execution of the plot buyer agreement and started conveying to the representative of the claimant to accept the return of the money in lieu of the booking of the plot stating that the project may not do well. The representative of the claimant insisted to execute the agreement and handover the possession of the plot which was booked by the claimant. The fact that the respondent was in a completely dominant position and wanted to deliberately exploit the same at the cost of the innocent purchasers including the complainant is evident from the conduct adopted by it in its dealings with the complainant.

- vii. That no concrete steps were taken by the respondent for allotment of the plot and physical possession. The complainant has been running from pillar to post and has been in immense financial loss due to the conduct of the respondent. The respondent failed to allot a plot in the name of the complainant despite specific assurances and intimations from time to time. The complainant's representatives visited the project in the 2021 and were completely shocked and surprised to see that development of the project has been completed and yet, the respondent had failed to offer the possession of the plot to the complainant. The fact that the project has been completed by the respondent is evident from the website of the respondent wherein up to date status of the project in question is visible.

- viii. That the project in question has been registered with the Authority vide registration number GGM/395/127/2020/11 dated 18.03.2020. The complainant, on a bare perusal of the information provided by the respondent to the Authority, was further shocked to note that although no plot has been allotted to the complainant, yet Rs. 41998 lakhs have been collected by it from the allottees. The likely date of completion of the project has been shown by the respondent as 31.01.2023. Furthermore, the respondent has submitted before the Authority that the license, layout plan and site plan pertaining to the project in question.
- ix. Thus, it has become clear that although the respondent has already completed part of the project and has obtained all approvals, yet it has miserably failed to adhere to the obligations that it has towards the complainant. The complainant is a victim of serious misrepresentation deliberately committed by the respondent. The complainant has a serious apprehension that the amount paid by the complainant and other innocent people similar to the complainant has been siphoned off by the respondent and hence, it is for this very reason that it is now just adopting delaying tactics instead of allotting a plot in the project to the complainant, so that the same plot can be sold by the respondent to some other person/entity at a higher price.
- x. That the Authority, in innumerable orders including the orders as mentioned by the complainant in the preceding paragraphs, placing reliance on the judgment of the Hon'ble Supreme Court in the case of Fortune Infrastructure and Ors. Vs. Trevor D'lima and Ors. (12.03.2018-SC), MANU/SC/0253/2018 has observed that in case there is no agreement or where no due date has been specified in the agreement, then a reasonable period of 3 years from the date of booking would be

- considered as an apt time in which the promoter was bound to handover the possession of a plot/unit/apartment. Thus, the due date to handover the plot in question, as per the precedents of the Authority was 01.11.2017.
- xi. That the respondent has committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of more than 11 years calculated upto January, 2025 and till date the allotment of the plot has not been done, agreement not executed nor has possession of any plot been handed over by the respondent to the complainant. The failure of the respondent has resulted in serious consequences being borne by the complainant. The high headedness of the respondent is an illustration of how the respondent conduct its business which was only to maximize the profits with no concern towards the buyers including the complainant.
- xii. That the respondent has misused and converted to its own use the huge amounts received from the complainant in the project in a totally illegal and unprofessional manner and the respondent has been least bothered about the allotment of the plot and handing over of possession of the plot to the complainant. The complainant has been duped of its money paid to the respondent regarding application money for booking of the plot in its project. Rather, the complainant has a very strong apprehension that the respondent has indulged in malpractices and illegalities by siphoning off the funds collected by the allottees at large including the complainant. The respondent is continuously transferring funds by unauthorized means to its related parties which have been collected against the sale proceeds of plots, flats, units etc. of the project from the allottees. There is very strong apprehension that the respondent may not be allotting/may not be able to

allot units to other innocent home buyers as well and deceiving other parties as well.

- xiii. That furthermore, the complainant cannot be burdened with additional statutory responsibility which would have not been cast upon the complainant had the respondent complied with its obligations under law i.e., to handover the possession of the plot in the project on time. The stamp and registration charges for sale/conveyance of property have substantially increased over the period of time/circle rates have changed. Since the due date to handover the possession was 01.11.2017, hence the complainant should not be obligated to pay any amount in this behalf that is in excess to the stamp duty charges/applicable circle rate for the area as notified as on 01.11.2017. Any additional amount on this count has to be borne by the respondent themselves. The same applies to any other statutory or other outgo, tax or expense, the rate or amount of which has gone up or which has been newly imposed over the long period of wilful inordinate delay by the respondent, which should be solely to their account and borne solely by it.
- xiv. That the respondent is enjoying the valuable amount of consideration paid by the complainant out of its hard-earned money and the complainant realizing the same, demanded the allotment of a plot, execution of the agreement and delayed possession charges from the respondent. But a week ago, the respondent has in complete defiance of its obligations refused to allot the plot and hand over the possession to the complainant along with delayed possession charges leaving the complainant with no other option but to file the present complaint. Since respondent miserably failed in its obligations, hence the complainant is entitled to delayed possession charges at the rate prescribed as per the Real Estate

(Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 beside compensation for huge mental torture and misrepresentation for which the complainant reserve the right to approach appropriate forum.

C. Relief sought by the complainant

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

- I. Direct the respondent to allot a plot admeasuring 120 sq. yards in the project 'Central Park-III' of the respondent by earmarking the same.
- II. Direct the respondent to handover the physical possession of the allotted plot in a habitable condition.
- III. Direct the respondent to make payment towards delayed possession charges from the due date of possession i.e., 01.11.2017 till the date of handing over of possession as per Section 18 of the RERA Act, 2016.
- IV. Direct the respondent to execute the conveyance deed of the allotted plot in favour of the complainant.
- V. Direct the respondent not to demand any amount in excess of the total sale consideration as was agreed upon i.e., Rs. 48,00,000/-.
- VI. Direct the respondent not to charge from / have the complainant pay stamp duty /other outgoes in excess to the rate prevailing/circle rate as on 01.11.2017. The respondent needs to bear any additional cost towards the same or similar such outgoes or expenses.
- VII. To revoke the registration certificate granted to the respondent under Section 5 of the RERA Act, 2016.
- VIII. Debar the respondent from accessing its website in relation to the project and specify its name in the list of defaulters.
- IX. Direct the bank holding the project bank account, specified under sub-clause (D) of clause(I) of sub section (2) of Section 4 to freeze the account.
- X. Issue public notice informing the general public about the defaults of the respondent.
- XI. Pass an order imposing penalty on the Respondent on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid to the Complainant.

D. Reply filed by the respondent.

8. The complainant has not approached the Ld. Authority with clean hands and has deliberately concealed true and material facts to mislead this Hon'ble Authority, hence, the complaint is liable to be dismissed. The complainant has willfully and knowingly concealed the very factum that the complainant never applied for allotment of any plot and the amount so paid by the complainant was only an investment in any future project to be launched and developed by the respondent, on confirmation by the complainant as well as respondent with mutual consent which never took place between the parties as is clear even from the contents of the complaint and documents attached. The allotment of any plot of any kind was never agreed between the parties, nor was any plot ever allotted to the complainant in any manner, nor any allotment letter was ever issued, nor any Builder Buyer Agreement was signed between the parties in respect of any plot in any project of the respondent. Even prior to filing of the present false and frivolous complaint, filed only as an afterthought just to blackmail the respondent in league with its parent and associate companies, the complainant never approached the respondent to seek allotment of any plot at any point of time for more than 10 years.
9. That the complaint filed by the complainant is false, frivolous, misconceived and not maintainable either in law or on facts both and is therefore liable to be dismissed in limine.
10. That the complainant is very well aware of the fact that there was no agreement between the parties regarding allotment of any plot, nor was any allotment of any plot ever made to the complainant by the respondent. There was no offer or acceptance of any specified plot between the complainant and the respondent, the complainant never entered into any

- builder buyer agreement, nor any provisional allotment was ever offered or accepted. The complaint is liable to be dismissed on this ground alone.
11. That after investing the amount initially more than 10 years back, the complainant never came forward to submit an enquiry or application for provisional allotment and has produced only a receipt of acknowledgment of payment of the amount of investment and the same in no way constitutes any legal, valid, concluded and enforceable agreement between the parties to claim any alleged plot from the respondent. Even the terms and conditions mentioned on receipt annexure-C2 clearly demonstrates that the same was only a memorandum of deposit of cheque/demand draft/pay order and it does not clear any right in favour of depositor/buyer for allotment for apartment which is sufficient to falsify the claim of the complainant and the complaint is liable to be dismissed on this ground alone.
 12. That the present complaint filed by the complainant is hopelessly barred by limitation. The complainant initially deposited the amount as investment and never came forward to apply for allotment of any plot in any project of the respondent and slept over for more than 10 years and never demonstrated any continuing cause of action and filed the complaint which is hopelessly barred by limitation and is liable to be dismissed on this ground alone.
 13. That the complaint is vexatious and is filed with malafide intent to pressurize the respondent for unwarranted reliefs without any legal or contractual foundation between the complainant and the respondent.
 14. That the complainant has no locus standi or any cause of action to file the present complaint, having no enforceable right under the RERA Act or any contractual arrangement.

15. That without prejudice and without admitting any claim of the complainant the reliefs sought by the complainant does not fall within the jurisdiction of the Authority. There are various disputed and intricate questions of facts and law which can be decided only after detailed adjudication of the same by Civil Courts.
16. That the jurisdiction of the Authority is also unwarranted as the alleged receipt of the complainant is well before coming into existence of the HRERA authority under the RERA act, 2016.
17. That the complainant is well aware of the fact and it is also clear from the record that there was no agreement between the parties regarding any plot of any size, area and no specific plot was ever allotted of any particular size in any particular sector. Even the terms and conditions mentioned on the receipt annexure-C2 demonstrates that there was no agreement for allotment of any plot. The falsity of the claim of the complainant is also clear from the fact that there was no plot of 120 Sq. Yds. size in any project of the respondent, nor any plot of such size could be carved out as per the rules and procedure of Government of Haryana under Haryana Department of Directorate of Town & Country Planner Haryana.
18. That the real facts are that the respondent applied for license for development of residential plotted colony over an area measuring 105.4083 acres situated within the revenue estate of Village-Dhunela and Berka, Sector-29, 30, 32 & 33 of Sohna, District-Gurugram under collaboration agreement with the landowners. The DTCP Haryana, Chandigarh was pleased to grant license no. 54 of 2014 in this regard.
19. That there is total 22 complaints filed by the complainant along with other associate companies. The complainant has concealed the very true and material fact that all these complainant companies are sister concerns of

the company "M/s Wharton Engineers and Developers Private Limited" and the parent company "M/s Tradex India Corporation Private Limited". This fact is clear from the records of Ministry of Corporate Affairs of all the complainant companies and both these companies. Even the email of the Tradex Group has been mentioned in the records of complainant companies. Both these companies i.e. M/s Wharton Engineers and Developers Private Limited and M/s Tradex India Corporation Private Limited invested the amount with the respondent and its associate companies keeping in view the viability of the project with an understanding that they would receive good returns in future. However, subsequently some dispute arose and both these companies filed litigation against the respondent and its associate companies involving them in a false and baseless dispute but the fact remains that the present complainant along with other complainants and their parent companies never disclosed the alleged claim of plots illegally and falsely claimed in the present complaint.

20. That without admitting the jurisdiction of the Hon'ble Court and without admitting the alleged claim of the complainant on merits in any manner, it is respectfully submitted that the alleged complaints are hopelessly barred by limitation. The alleged receipt of payment in the year 2014 i.e. 27.10.2014 is more than 10 years old and that too without coming into enforcement of the RERA act 2016, hence the same does not confirm any right in favour of complainant to claim any right on the basis of same after a period of more than 10 years.
21. That the bare perusal of the complaint would reveal that there had never been any privity of contract between the complainant and the respondent in any manner, nor there is any contract in any manner in favour of

complainant, authorizing the complainant to file the present complaint and to seek enforcement of the same. It is clear from the complaint that there is no offer, no acceptance, no date of performance of any alleged contract, no sale, consideration, no subject matter/property.

22. That all the necessary ingredients of a legal, valid and enforceable agreement are lacking in the present complaint. The alleged amount was deposited by the complainant only showing his/its expression of interest in any upcoming project which could be developed by the respondent and since thereafter/depositing the said amount, the complainant never came forward to apply for any property in any project of the respondent, nor had ever signed/executed any document in this behalf, therefore, the amount remained deposited with the respondent, which, the complainant, could have recovered within the limitation period that too by filing a civil suit in the competent court, if the respondent denied the said claim of recovery within the limitation period, however, the said claim has also become time barred.
23. That the Hon'ble Authority has no jurisdiction to try and decide the present complaint. The complainant does not fall within the definition of allottee as it was never allotted any plot/property in any manner at any point of time, even clear from the complaint itself. There is another aspect due to which this Hon'ble Authority cannot decide the alleged claim of the complainant as the entire complaint would reveal that the whole claim of the complainant is based on oral averments which have no sanctity in the eyes of law or on facts and all are falls and baseless to the positive notice and knowledge of the complainant, therefore, the same cannot be decided by the Authority in summary proceedings without going into trial by leading evidence on behalf of both the parties. The respondent had

categorically denied the alleged claim of the complainant in toto except that the amount was deposited by the complainant showing expression of its interest in any upcoming project of the respondent, hence under any circumstances, the Authority has no jurisdiction to try and decide the complaint.

24. That without prejudice and without admitting the alleged claim of the complainant, it is submitted that the said receipt is inadmissible under law being unstamped and cannot be enforced in the absence of appropriate stamp duty to be affixed upon the same. It is also clear that the complainant is a company and no resolution has been attached with the complaint to demonstrate that any meeting ever took place between the board of directors of the company claiming that any alleged plot as alleged was ever booked or purchased by the complainant and the amount was paid for the same purpose. Moreover, the entire contentions of the complainant, which are oral averment being disputed and the same cannot be considered/decided by this hon'ble authority, refers to some oral agreement which is totally impermissible and illegal in case of a company.

E. Jurisdiction of the authority

25. 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

26. 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

27. 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.

28. 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.

29. 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 01.11.2014, 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.
30. 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 ₹40,000/- per sq. yard and to hand over physical possession forthwith.
31. 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 01.11.2014, 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. 01.11.2014. 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. 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.
32. 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.

33. 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.

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.
34. 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.

35. 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

36. 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.
37. 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.

38. 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.
39. 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.
40. 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.
41. 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.

42. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
43. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
44. Files be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram
06.01.2026



(Arun Kumar)
Chairman