



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1643 of 2023
Date of filing:	07.08.2023
Date of first hearing:	05.09.2023
Date of decision:	02.02.2026

Shilpi Gupta,
R/o House no. 1 Road No. 20,
East Punjabi Bagh,
New Delhi- 110026

....COMPLAINANT

VERSUS

1. Parsvnath Developers Ltd.

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

2. Amit Jain S/o Sh. Amar Prakash Jain

F-66 Green Park,
Main South West Delhi-110016

....RESPONDENT(S)

Present: - Mr. Amit Gupta, Representative for the complainant through video conference.

Ms. Neetu Singh, counsel for the respondent through video conference.

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ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint dated 07.08.2023 has been filed by the 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

2. The particulars of the unit booked by the erstwhile applicant, the details of sale consideration, the amount and details of project are detailed in following table:-

S.No.	Particulars	Details
1.	Name of the project	“Present and Future project”; Location: Parsvnath City, Sonepat,. 300 sq. yards.
2.	Date of application submitted by the original applicant	14.06.2004
3.	Date of allotment	Not made
4.	Date of builder buyer agreement	Not executed



5.	Total sale consideration	₹10,50,000/-
6.	Amount paid	₹5,25,000/-
7.	Due date of possession	Cannot be ascertained
8.	Offer of possession	Not offered

B. FACTS OF THE COMPLAINT

3. That on 14.06.2004, Mr. Vivek Jain made a booking of a residential plot of 300 square yards in Parsvnath City Sonipat @ ₹ 3500/- per square yard and paid ₹ 1,00,000/- to the respondent as per receipt no. PC000161 issued by the respondent. A copy of the receipt is attached as Annexure P/1. Mr. Vivek Jain further paid an amount of ₹50,000/- to the respondent.
4. That on 06.02.2006, Mr. Amit Jain got the aforementioned plot transferred in its name and made a further payment of ₹3,75,000/- to the respondent as per receipt no. PC003080 dated 06.02.2006 amounting to ₹1,10,000/- and receipt no. PC003081 at 06.02.2006 amounting to ₹2,65,000/-. A copy of the receipt and letter issued by the respondent confirming name substitution is attached as Annexure P/3 and P/4.
5. That on 03.03.2011, complainant purchased the booking from Mr. Amit Jain and paid full and final consideration amounting to ₹5,25,000/- vide RTGS and an agreement to sell dated 03.03.2011 was



executed between the parties. Copy of the agreement to sell dated 03.03.2011 and complainant's bank statement is attached as Annexure P/5 and P/6.

6. Since then, the complainant has visited the office of the respondent several times requesting for transfer of booking in her name and requesting for allotment, possession of plot in Parsvnath City Sonipat but got no meaningful response from the respondent. Copies of transfer documents ready with the complainant are attached as Annexures P/7 to P/12.
7. Complainant cites judgement of this Honorable Authority for the same 'Sonipat' project dated 11.03.2020 titled '**Nishant Bansal vs. Parsvnath Developers Ltd.**' wherein Authority has allowed the complaints and has directed the respondent to allot and deliver the possession of the booked plots to the complainants in the project Parsvnath City, Sonipat on payment of balance sale consideration recoverable from them. The Authority has further directed that in case the respondent due to non-availability of plots is not able to allot and offer its possession to the complainant concerned, he will be liable to make available to him a plot of the size, as booked, by purchasing it from the open market at his own cost.



C. RELIEFS SOUGHT

8. The complainant in her present complaint has sought following reliefs:

- (i) That the respondent be directed to immediately transfer the booking in the name of the complainant.
- (ii) That the respondent be directed to allot plot in Parsvnath City Sonipat against the complainant's booking immediately and offer possession of the same. In case the respondent cites non-availability of plots, respondent should be directed to make available to him a plot by purchasing it from the open market at his own cost.
- (iii) That the respondent be directed to compensate the complainant with interest on the paid amount for the long delay in offering possession to the complainant.
- (iv) That the respondent be directed to pay the penalty to the complainant for compromising/ignoring the legitimate rights of the complainant for allotment of plots and effecting illegal sales to other customers as the authority deems fit.
- (v) That the respondent be directed to pay the litigation cost to the complainant.



(vi) Any other relief as the authority deems fit may be allowed to the complainant.

D. REPLY SUBMITTED BY THE COUNSELS ON BEHALF OF RESPONDENT NO.1.-

Learned counsel for the respondent no.1 filed a detailed reply on 30.04.2024 pleading therin:-

9. That, the present complaint is not maintainable before this Hon'ble Authority for the reason that the complainant is not an allottee of the respondent company as per section 2(d) of the Real Estate (Regulation and Development) Act, 2016 and the registration was mere an expression of interest towards the future project of the respondent.
10. That, the present complaint is grossly barred by limitation and this Hon'ble Authority does not have jurisdiction to entertain a time barred claim. Moreover, in absence of any pleadings regarding condonation of delay, this Hon'ble Authority could not have entertained the complaint in the present form. In recent judgment by the Hon'ble Supreme Court in the case of '*Surjeet Singh Sahni vs. State of U.P and others*', 2022 SCC online SC 249, the Hon'ble Apex Court has been pleased to observe that mere representations does not extend the period of limitation and the aggrieved person has to approach the court



expeditiously and within reasonable time. In the present case the complainant is guilty of delay and laches, therefore, her claim should be dismissed.

11. That, there is no 'Agreement to Sale' between the parties and therefore, relief sought under section 18 of the RERA Act, 2016 is not maintainable before this Hon'ble Authority.
12. That there is no contravention of the Real Estate (Regulation and Development) Act, 2016 on behalf of the Respondent, hence the present complaint is not maintainable.
13. That the complainant is not an allottee of the respondent company and documents attached with the present complaint pertains to expression of interest towards the present and future project of the respondent company however, as per the documents attached, the complainant has no locus to file the present complaint as her registration was never acknowledged in the records of the respondent company.
14. That on 14.06.2004, Mr. Vivek Jain (original applicant) expressed his interest in the booking of advance towards registration of a plot in any of the present & future/new projects of the respondent company. That Mr. Vivek Jain was very well aware with the fact that neither any location nor any site of the project was confirmed at the time of registration. Mr. Vivek Jain while filling the application form gave an



undertaking that in case no allotment is made, then he shall accept the refund of the amount deposited by him towards its registration. He had duly agreed that, as per "Clause f" of the Application Form, the Respondent shall try to make an allotment but in case it fails to do so for any reason whatsoever, no claim of any nature, monetary or otherwise would be raised by me/us, except that the advance money paid by me/us shall be refunded to me/us with 10% simple interest per annum.

15. That on 14.03.2006, Mr. Vivek Jain transferred/endorsed his interest in favour of Mr. Amit Jain (Second allottee) after submitting the necessary/relevant documents in the office of respondent company. On 19.12.2005, Mr. Amit Jain had signed & executed an Affidavit-Cum-Undertaking and Indemnity, the said Affidavit-Cum-Undertaking and Indemnity clearly stipulates that in case Mr. Amit Jain is not allotted any plot in upcoming/new project of the Respondent, then, they shall accept refund of the deposited amount with 9% simple interest per annum. A copy of affidavit-cum-undertaking & indemnity dated 19.12.2005, is annexed as Annexure R-4.
16. That as per the respondent-company's records the complainant is neither the original applicant nor a subsequent purchaser (s). Hence, the complainant does not have any legal right & validity for

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adjudication of said complaint before Hon'ble H-RERA, Panchkula; therefore, this complaint must be quashed solely on this ground.

17. That it is pertinent to mention that the present complaint is filed with malafide intentions, gain unreasonable and arbitrary gain from the respondent company. That the complainant does not have any locus standi to file the present complaint because there is no mutual obligation & contractual agreement between both the parties. That the complainant is trying to extort undue advantage. Moreover, the complainant cannot be allowed to have undue enrichment on the liberal approach of Hon'ble Authority. Further, the present compliant is a classic case of misuse of process of law and should not be entertained in the interest of justice.
18. That the documents annexed from P/5 to P/12 are false and fabricated and hence have no relevance and further, it is important to say that these documents do not have any concern and relevance with the respondent company. Besides, it is important to state that the annexed documents with said and present Complaint smell malafide.
19. That the Complaint filed, besides being misconceived and erroneous, is untenable in the eyes of law. The Complainant has misrepresented herself to file the Complaint before this Hon'ble Authority. Further, relief (s) sought by the Complainant does not even fall within the

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realm of jurisdiction of this Hon'ble Authority, as there is neither any allotment nor any agreement to sale between the parties.

**E. REVISED COMPLAINT FILED BY THE COMPLAINANT ON
03.03.2025**

20. Complainant had filed her revised complaint on 03.03.2025 impleading Mr. Amit Jain as respondent no.2. Mr. Amit Jain had filed his reply on 03.03.2025 stating therein as under:-

- That I had purchased a booking of a residential plot of 300 square yards in Parsvnath City Sonipat @Rs. 3,500 per square yard in which Rs. 1,50,000/- had been paid to the respondent no. 1 on 14.06.2004 and 21.06.2004 as per receipt nos. PC000161 and PC000227 issued by the respondent no. 1.
- That on 14.03.2006, respondent no. 1 endorsed the above receipts in my favour.
- That I made a further payment of ₹3,75,000/- as per respondent's no. 1's demand and respondent no. 1 issued receipt no.s PCC003080 and PCC003081 dated 06.02.2006 to me.
- That on 03.03.2011, I sold the above booking to the complainant who paid full and final consideration amounting to Rs. 5,25,000/- vide RTGS dated 03.03.2011.



- That having sold the booking & transferred all my rights to the complainant, I have no locus standi in the booking which is now between complainant & respondent No. 1.
- 21. Complainant had filed an affidavit along with Aadhar card of the respondent no. 2 and courier slip dated 20.12.2011 on 11.08.2025.

F. REPLY BY RESPONDENT NO. 1 TO THE AMENDED COMPLAINT FILED BY THE COMPLAINANT

- i) That the present Complaint is not maintainable before this Hon'ble Authority. The Complaint is an afterthought to mislead this Hon'ble Authority.
- ii) That this Hon'ble Authority in the order dated 09.01.2025 directed the Complainant to implead Mr. Amit Jain as necessary party.
- iii) That perusal of the document filed before this Hon'ble Authority alleged to be a revised Complaint would show that the application filed by the Complainant does not even pray for impleadment of Respondent No.2.
- iv) That further, the Complainant is guilty of misleading this Hon'ble Authority by filing forged and fabricated documents for the adjudication of the present Complaint.
- v) That along with the alleged revised Complaint; the Complainant has also filed 03 pages document allegedly a reply to the impleadment application.



- vi) That the perusal of the reply to the Complaint allegedly on behalf of Amit Jain would show that it is neither verified nor attested in accordance with law.
- (vii) That the attempt of the Complainant to mislead this Hon'ble Authority should be taken as a serious lapse and accordingly, penalty should be imposed.
- viii) That in facts and circumstances of the present case, it is submitted that the Complainant be put to strict proof inasmuch as, authenticity of the reply filed by alleged Respondent No.2 is concerned.
- ix) That this Hon'ble Authority would not have jurisdiction to decide the disputed questions of facts.
- x) That the issues involved in the present Complaint are the subject matter of a civil jurisdiction and not of this Hon'ble Authority under the Act, which provides for summary proceedings.
- xi) That further, without prejudice, it is submitted that the contents of the reply filed to the main complaint as regard to merits of the case concerned may be treated as reply to the present complaint as well.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

22. Representative for the complainant submitted that as per the directions in the last order affidavit and aadhaar card have been submitted and Mr. Amit Jain is also present before the Authority. He requested that



endorsement may be ordered by the Authority in favour of the complainant and case may be decided in terms of complaint no. 723 of 2019 titled as Nishant Bansal vs. Parsvnath Developers Ltd.

23. Learned Counsel for the respondent submitted that the affidavit dated 11.08.2025 has not been served upon the respondent. The representative appearing on behalf of the complainant submitted that the said affidavit has already been transmitted to the learned counsel for the respondent via e-mail.

24. Further, Ld. Counsel for the respondent submitted that the personal presence of Mr. Amit Jain be secured by the Authority and not through video-conferencing. It is contended that the Authority lacks jurisdiction to adjudicate upon the dispute relating to the alleged allotment. The respondent has not acknowledged any such allotment in favour of the complainant, and it is further pointed out that the complainant has not taken any steps to obtain the requisite endorsement in her favour since the year 2011.

25. Representative for the complainant had filed its written submissions on 28.01.2026 wherein the facts as stated in the complaint were reiterated. Further various complaint cases relating the respondent were referred. Complainant has also referred to the case laws in which Mr. Amit Gupta, brother of the complainant and the complainant are party to the complainant and this Authority had earlier observed that complainants

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are valid allottees and endorsement was ordered in their favour. Respondent has also filed rebuttal to the written submissions filed by the complainant on 28.01.2026 wherein the submissions made by the complainant are denied and reference has been made to the order passed by the Authority in complaint no. 1633 of 2023 titled as Amit Gupta vs Parsvnath Developers and others.

H. ISSUES FOR ADJUDICATION

26. Whether the complainant is entitled to relief of possession of plot booked by the original applicant which was purchased by the complainant along with interest for delay in handing over the possession in terms of Section 18 of Act of 2016?

I. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

27. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes as follows:

i) Initially, Vivek Jain booked a residential plot measuring 300 sq. yards in the respondent's township namely Parsvnath City, Sonipat, under the "Present & Future" scheme launched by the Respondent at Sonipat, Haryana. The said booking was later transferred in the name of Mr. Amit Jain on 06.02.2006. Endorsement letter annexed as



annexure P/4 clearly indicates that respondent duly acknowledged Mr. Amit Jain as its allottee.

ii) Now the question that arises is that whether complainant can be recognized as an allottee in the present case. Complainant has placed reliance upon a courier receipt dated 20.12.2011 submitted on 11.08.2025. However, the said receipt, itself, does not establish the nature or contents of the documents allegedly dispatched to the respondent. Even assuming that certain documents were forwarded under the said courier for endorsement, the complainant has failed to demonstrate her bona fides or to substantiate any diligent steps taken by her after the respondent allegedly failed to endorse the booking of the plot in her favour. It is clear from the record that no action whatsoever was taken by the complainant until the filing of the present complaint on 07.08.2023. No correspondence exchanged with the respondent has been placed on record, nor has the complainant initiated any legal proceedings during the intervening period. The conduct of the complainant clearly reflects that she remained indolent and slept over her alleged rights for nearly a decade.

iii) The Complainant has failed to produce any relevant, admissible, or legally binding documents to substantiate her claim of having acquired the allotment rights from the predecessor allottee. The Complainant

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has not submitted any correspondence, written request, acknowledgment, or approval from the respondent evidencing that the respondent endorsed or recognized the transfer of allotment rights in her favor. Instead, the Complainant continues to rely exclusively upon a courier slip submitted by the complainant on 20.12.2011, Annexures P-4, P-5, P-6, P-7 P-8 and P-9 which include an Agreement to Sell executed between the complainant and Mr. Amit Jain, document of an RTGS transaction on 03.03.2011, transferred from complainant's account to Mr. Amit Jain, endorsement letter in favour of Mr. Amit Jain and an affidavit dated 03.03.2011 of Mr. Amit Jain.

iv) It is an undisputed fact that this Agreement to Sell is neither executed with the respondent nor bears its authorized seal, signature, or any formal acknowledgment from the respondent's side. Consequently, this agreement reflects a private arrangement between two individuals without any endorsement or ratification by the respondent. In the absence of formal recognition, endorsement, or allotment by the Respondent, such a private agreement does not create or transfer any rights enforceable under the Real Estate (Regulation and Development) Act, 2016. The Act clearly defines an "Allottee" as a person to whom a plot or property has been allotted, sold, or otherwise transferred by the promoter, or someone who subsequently

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acquires such allotment through recognized means such as sale or transfer approved by the promoter. Since the respondent has neither executed nor endorsed any transfer to the complainant, the purported agreement between the complainant and the original allottee cannot be considered as constituting a binding or enforceable allotment under the provisions of the Act. Therefore, without documentary proof of acknowledgment or approval by the respondent, and given that the alleged transfer was purely a private arrangement without legal validity in this context, the complainant's reliance on such documents does not establish any entitlement or cause of action under the Real Estate Act.

- v) The respondent, in its written submissions, has categorically denied the status of the complainant as an allottee, asserting that there is no record available in respect of the complainant's name for the unit in question. The complainant has not placed on record any material to rebut such contention, nor has she produced any document evidencing a builder-buyer relationship between her and the respondent.
- vi) Under Section 2(d) of the RERD Act, 2016, the term "allottee" includes not only a person to whom a unit has been originally allotted or sold by the promoter, but also a person who acquires the said allotment through subsequent sale. However, in order to claim such status, the subsequent purchaser, allegedly the complainant in the

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present case, is required to produce documents evidencing that the promoter was duly informed of the transfer and that the necessary endorsement was either sought or obtained. In the absence of such documentation, the complainant cannot be recognised as an “allottee” within the meaning of the Act.

vii) In the present case, there is no executed agreement between the complainant and the respondent, nor any endorsement request. No payment receipts or other documentation evidencing a binding contractual relationship have been filed. The complainant has filed only basic pleadings without attaching any supporting documents.

viii) It is pertinent to note that in proceedings under the RERD Act, 2016, it is essential to submit documentary evidence such as payment receipts, communication records with the promoter, or formal allotment documents. The absence of such evidence renders the complainant's assertions unverified.

ix) Upon perusal of the written submissions tendered by both the parties on 28.01.2026, this Authority finds that the said submissions do not bring forth any new facts or material circumstances which were not already available on record. The submissions are, in essence, reiterative in nature. It is further observed that although reliance has been placed upon certain orders/judgments previously passed by this

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Authority, it is a settled principle that each case is required to be adjudicated on its own facts, pleadings, and evidence placed on record. Mere reference to earlier decisions cannot, by itself, govern the outcome of the present proceedings. The Authority is conscious of and fully apprised of its earlier pronouncements; however, parity cannot be claimed or extended merely on the ground that the respondent happens to be the same in other matters. Consequently, the written submissions dated 28.01.2026 do not warrant any deviation from the consideration of the present case strictly on the basis of the material available on record.

28. In view of above and considering lack of essential documents required to establish locus standi and entitlement under the RERA framework, the Authority finds no merit in proceeding further. Accordingly, the complaint stands **disposed of** as dismissed.
29. File be consigned to the record room after uploading of the order on the Authority's website.



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NADIM AKHTAR
MEMBER