



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Date of decision:</b>	<b>02.02.2026</b>
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Sr. No.	Complaint No(s).	Complainants	Respondents
1.	876 of 2023	Raj Kumar Gupta W/o Sh. OP Gupta R/o 24, Block-F, Near Sanatan Dharm Mandir, Parshant Vihar, Rohini, Sector-14, New Delhi	M/s Parsvnath Developers Ltd. Office at Parsvnath Tower, Near Shahdra Metro Station, Shahdara, Delhi-110032
2.	877 of 2023	Rajeev Kumar Goyal S/o Late Sh. R.S. Goyal R/o Flat no. 139, Vasundhara Apartments, sector-9 Plot no. 44, Rohini	M/s Parsvnath Developers Ltd. Office at Parsvnath Tower, Near Shahdra Metro Station, Shahdara, Delhi- 110032

**Present:** - None for complainants (in both complaints)

Adv. Rupali Verma and Adv. Neetu Singh, counsel for the respondents  
(in both complaints)

**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. 876 of 2023 as the lead case.
2. Present lead complaint dated 11.04.2023 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 by complainant	In the year 2009



3.	<b>Unit area</b>	250 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>	₹14,12,500/- (250 sq. yards × ₹5650/- sq. yard)
7.	<b>Amount paid by complainant</b>	₹81,000/-
8.	<b>Offer of possession</b>	Not made

**B. FACTS OF THE COMPLAINT No. 876 OF 2023**

4. That the present complaint is being filed by the complainant against the respondent for rendering deficient services by failing to provide possession of a residential plot measuring 250 Sq. Yards situated in the project "Parsvnath City, Rohtak", despite receiving consideration and assurances. The Complainant, to fulfil her urgent requirement of owning a residential house, approached the Respondent for purchase of the said residential plot.
5. That at the time of booking, the complainant specifically inquired from the officials of the respondent whether the project had received all necessary statutory approvals and clearances from the concerned departments. The respondent categorically assured the complainant that the project stood duly approved and cleared by all competent authorities and that the development work was in full swing, including provision of basic amenities such as roads, electricity, water supply, sewerage system, parks, electric poles, etc.

6. That relying upon the representations and assurances made by the officials of the respondent regarding timely development and delivery of possession, the complainant booked a residential plot measuring 250 Sq. Yards in the project "Parsvnath City, Rohtak".
7. That pursuant to the said assurances, the Complainant paid a sum of ₹81,000/- as booking amount/earnest money on 01.12.2009 towards the present and future project of the Respondent. The total sale consideration was fixed at the rate of ₹5,650/- per Sq. Yard.
8. That upon receipt of the booking amount, the Respondent issued Receipt No. RT0000717 dated 01.12.2009 and allotted Customer Code No. B06/R0096 to the Complainant. A copy of the said receipt is annexed as Annexure C-1, and a copy of the cheque issued by the Complainant is annexed as Annexure C-2.
9. That thereafter, the Complainant repeatedly approached the officials of the Respondent and requested them to execute the Builder-Buyer Agreement and to formally allot the plot. However, the officials of the Respondent avoided execution of the Builder-Buyer Agreement on one pretext or another.
10. That subsequently, the Respondent issued a letter dated 20.03.2013, informing the Complainant that Unit No. 625 in "Parsvnath City, Rohtak" had been allotted to her and further sought details of the PAN Card. A copy of the said allotment letter dated 20.03.2013 is annexed as Annexure C-3.



11. That in compliance with the said letter, the Complainant personally visited the office of the Respondent at Rohtak and submitted the PAN Card details as demanded. Despite repeated requests and follow-ups, the Respondent failed to execute the Builder-Buyer Agreement till date.
12. That the Complainant submits that the application form submitted at the time of booking of the said plot measuring 250 Sq. Yards is still lying in possession of the Respondent. The Respondent be directed to produce the same before this Hon'ble Authority for the just adjudication of the present complaint.
13. That the Complainant submits that similarly situated allottees have been granted possession and sale deeds by the Respondent. One such allottee namely Mr. Deepak Gupta, who booked a similar plot on 01.12.2009, has been granted possession and a registered sale deed has been executed in his favour by the Respondent. This establishes clear discrimination and arbitrary conduct on part of the Respondent.
14. That despite repeated visits, meetings and reminders, the Respondent has failed to execute the Builder-Buyer Agreement and has also failed to hand over possession of the allotted plot bearing No. 625, measuring 250 Sq. Yards, in complete violation of law.



15. That the Hon'ble HRERA, Panchkula has, in several cases, issued directions to the Respondent builder to execute the Builder-Buyer Agreement and deliver possession. In Complaint No. 723 of 2019 titled "Nishant Bansal vs. M/s Parsvnath Developers Ltd.", similar directions were issued against the Respondent.
16. That the Complainant has always been ready and willing to perform her part of the contract and is ready to pay the balance consideration and submit all necessary documents as required by law for taking possession of the allotted plot.
17. That the Complainant has strong reasons to believe that the Respondent has wrongfully and illegally re-allotted or proposed to allot the said plot bearing No. 625 to a third party for wrongful gains, causing grave prejudice to the Complainant.
18. That after receiving no response from the Respondent, the Complainant issued a legal notice dated 19.09.2022 through counsel demanding execution of the Builder-Buyer Agreement and delivery of possession. The copy of the legal notice is annexed as Annexure C-4. Despite receipt of the said notice, no action was taken by the Respondent.



19. That the inaction and failure of the Respondent amounts to gross negligence, deficiency in service and violation of the provisions of the Real Estate (Regulation and Development) Act, 2016.
20. That the cause of action first arose on 01.12.2009 when the booking amount was paid and continues to subsist till date, as the Respondent has failed to fulfil its statutory and contractual obligation.

**C. RELIEFS SOUGHT**

21. In view of the facts mentioned above, the Complainant prays for the following relief:
  - i. In exercise of powers under section 35, direct the Respondent to place on record all statutory approvals and sanctions of the project;
  - ii. In exercise of powers under Section 35 of RERA and Rule 21 Of HRE (R&D), Rules, 2017, to provide complete details of EDC/IDC and statutory dues paid to the Competent Authority and pending demanc if any;
  - iii. To direct the respondent to produce the original documents with regard to the plot no. 625 measuring 250 Sq. Yard in Parsvnath City, Rohtak.
  - iv. To direct the respondent to execute Builder-Buyer agreement in favour of the present complainant in a time bound manner with regard to the above said plot measuring 250 Sq.Yard;



- v. To direct the respondent to deliver the physical possession of the above mentioned plot to the present complainant in a time bound manner;
- vi. To compensate the Complainant for the delay in completion of the project and to direct to pay 18% compound interest for the delayed period;
- vii. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

**D. REPLY ON BEHALF OF RESPONDENT**

Respondent has filed a detailed reply in the registry on 08.09.2025 pleading therein as under:-

22. 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.
23. 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.

24. That the present Complaint is grossly barred by limitation and is liable to be dismissed on this ground alone. The Complainant has failed to plead any facts or file any application seeking condonation of delay. In absence of such pleadings, this Hon'ble Authority has no jurisdiction to entertain a time-barred claim.
25. That the Hon'ble Supreme Court in Surjeet Singh Sahni v. State of U.P. & Ors., 2022 SCC OnLine SC 249, has categorically held that mere representations or correspondence do not extend the period of limitation and an aggrieved party must approach the court/authority within a reasonable time. The Complainant is guilty of gross delay and laches and, therefore, the Complaint deserves dismissal.
26. That there is no contravention of any provision of the Real Estate (Regulation and Development) Act, 2016 on the part of the Respondent. Hence, the present Complaint is not maintainable under the Act. There exists no Agreement to Sell / Builder-Buyer Agreement between the parties. In absence of any such agreement, the relief sought under Section 18 of the RERA Act, 2016 is wholly misconceived and untenable.



27. That the Complainant has failed to disclose any valid cause of action in accordance with law, and the Complaint is liable to be dismissed at the threshold.
28. That on 01.12.2009, Mr. Raj Kumar Gupta, the original applicant/complainant, merely expressed his interest in booking a residential plot in any present or future project of the Respondent Company and deposited a sum of ₹81,000/- towards registration.
29. That at the time of registration no project, no location, no plot number, and no specific site was identified or allotted to the Complainant.
30. That while filling and signing the Application Form dated 01.12.2009, the Complainant gave a clear and unconditional undertaking that in case no allotment was made, he would accept refund of the deposited amount in terms of the Application Form. The relevant clauses of the Application Form read as under:
- i. That the Company may offer a residential plot in any project promoted in the near future within a period of six months.
  - ii. That the advance amount shall be adjustable only upon allotment.



- iii. That in case the Company fails to allot a plot within six months, the applicant may withdraw the amount by giving two months' notice, without interest.
- iv. That the Company would endeavour to allot a plot @ ₹2,250/- per sq. yard.
- v. That if allotment is not possible for any reason whatsoever, no claim of any nature shall be raised except refund of the advance amount with simple interest @10% per annum.

A copy of the duly signed Application Form is annexed as Annexure R-1.

31. That Clause 'F' of the Application Form unequivocally establishes that the Complainant was fully aware that no property had been allotted and that refund with interest was the sole remedy available in case of non-allotment.
32. That till date, the Respondent Company has received only ₹81,000/- from the Complainant and no further amount is paid by the complainant. A copy of the latest ledger account is annexed as Annexure R-2. No demand letter was ever issued to the Complainant after 2009, which clearly demonstrates that no allotment was ever made and the registration was only an expression of interest.
33. That in absence of any Agreement to Sell, the Complainant is strictly bound by the terms and conditions of the Application Form executed by him.



Receipt relied upon by the Complainant itself shows that the payment was made as “advance against present and future projects”, without any reference to plot number, plot size, project name, or location. Hence, no valid contract ever came into existence.

34. That the reliefs claimed by the Complainant do not fall within the jurisdiction of this Hon’ble Authority, as there is neither any allotment nor any agreement capable of adjudication under the RERA Act. No cause of action has ever arisen in favour of the Complainant, and the present Complaint, being barred by limitation and devoid of merit, deserves outright dismissal.

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

35. Counsels appearing on behalf of respondent reiterated the submissions made in his reply and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order. However, no one appeared on behalf of complainant.

**F. ISSUE FOR ADJUDICATION**

36. Whether the complainant is entitled to possession of a 250 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:

37. It is the case of the complainant that he had booked a residential plot admeasuring 250 sq. yards in the project Parsvnath City, Rohtak for a total booking amount of ₹81,000/- in January 2009, vide Receipt No. RT000717 dated 01.12.2009 as an advance against Present & Future Project.
38. 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.
39. 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.

40. 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.
41. 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.

42. 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.

43. Accordingly, in view of the above observation, the present cases stand **disposed of**. 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.



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NADIM AKHTAR  
[MEMBER]