



**HARERA**  
**GURUGRAM**

Complaint No. 3012 of 2025

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

**Complaint no. : 3012 of 2025**  
**Date of complaint : 24.06.2025**  
**Date of order : 30.01.2026**

Aaditya Saini,  
R/o: - H. No. 465, 2<sup>nd</sup> Floor, Community Centre,  
Sector-9A, Gurugram-122001.

**Complainant**

**Versus**

M/s Pareena Infrastructures Private Limited.  
**Regd. Office at:** Flat No.2, Palm Apartment,  
Plot No. 13B, Sector-6, Dwarka, New Delhi-110075.

**Respondent**

**CORAM:**  
Arun Kumar

**Chairman**

**APPEARANCE:**  
Jaswant Katariya (Advocate)  
Prashant Sheoran (Advocate)

**Complainant  
Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.



**A. Project and unit related details**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"Laxmi Apartments", Sector-99A, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	Project area	4.91 acres
4.	DTCP license no.	106 of 2014 dated 14.08.2014 Valid up to 30.05.2021
5.	Name of licensee	M/s Pareena Infrastructure Pvt. Ltd.
6.	RERA Registered or not registered	<b>Registered</b> Vide no. 25 of 2017 dated 27.07.2017 Valid up to 14.09.2020
7.	Unit no. and floor no.	201, 2 <sup>nd</sup> floor, Tower T10 (As per page no. 21 of the complaint)
8.	Unit area admeasuring	639.17 sq. ft. (Carpet area) (As per page no.21 of the complaint)
9.	Allotment letter	03.06.2020 (Page no 21 of complaint)
10.	Date of execution of apartment buyer's agreement	Not executed
11.	Possession clause as per Affordable Housing Policy, 2013	<b>1(IV) of the Affordable Housing Policy, 2013</b> <i>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.</i>
12.	Date of Environment Clearance for	11.05.2021 (as per details obtained from planning branch)

	modernization of project	
13.	Date of approval of building plan qua the tower	10.12.2019 (As per page 43 of reply)
14.	Due date of possession	11.05.2025 (Calculated as 4 years from date of obtaining Environment Clearance for modernization of project i.e., 11.05.2021 as per policy of 2013)
15.	Total sale consideration	Rs.26,08,615/- (As per page no. 21 of the complaint)
16.	Amount paid by the complainant	Rs.6,58,688/- [as per receipts on page 20 and 22 of complaint]
17.	Occupation Certificate/ completion certificate	Not obtained

**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint: -
  - I. That the respondent, one of the renowned real estate promoters in the Delhi NCR started an affordable housing project under the project name and style "Laxmi Apartments" to be constructed and developed on the land situated at Sector 99A, Gurugram.
  - II. That the complainant booked a unit vide application No. 4918 on dated 03.06.2020 my making a payment of Rs.1,31,000/-. The complainant also made a payment of Rs.2,00,000/- on dated 20.08.2020 to the respondent which the respondent accepted but had not issued any receipt intentionally.
  - III. That the complainant was on dated 03.06.2020 allotted a unit bearing No. 201, 2<sup>nd</sup> Floor, Tower T-10 having a total carpet area 639.17 sq. ft. and balcony area 103.87 sq. ft. in the said project. The unit in question was



- offered for a total sale consideration to the tune of Rs.26,08,615/- excluding taxes and levies.
- IV. That the complainant made payment of Rs.5,27,688/- on dated 21.01.2021 to the respondent which were duly received by the respondent.
- V. That complainant 12.10.2020 received a builder buyer agreement through email for verification of the details and the same was sent back to the respondent on the same date by complainant after verification, but to the utter shock to the complainant, the respondent has not got registered BBA till date not responding to the complainant.
- VI. That as per assurances and promise of the respondent, the possession of the unit in question was to be handed over within 36 months from the date of allotment letter.
- VII. That it is pertinent that complainant always was ready for the payments to the respondent but the respondent kept the complainant in dark did not inform the complainant in time about the progress of the project.
- VIII. That when the respondent did not hand over the possession of the unit in question, contacted a lawyer to file a complaint for possession and delayed possession charges, but the lawyer of the complainant instead of filing a complaint for complaint for possession and delayed possession filed the complainant for refund bearing no. RERA-GRG-3632-2023 and the complainant was not aware of the legal procedure.
- IX. That on dated 28.02.2025, the complainant was shocked when the complainant got an email from the respondent that the respondent has transferred Rs.5,03,257/- through RTGS in the account of the complainant on the basis of the complainant for refund bearing no. RERA-GRG-3632-2023. The complainant immediately replied to the respondent that the complainant had never wanted refund, but the complainant wants to have



possession. The complainant then contacted to the lawyer and asked the lawyer why he had filed a complaint for refund. The lawyer of the complainant admitted his mistake and advised the complainant to file amended complaint.

- X. That the respondent is not handing over the possession due rise in the value of the property. The value of the property has almost doubled. Hence, the respondent is avoiding to hand over the possession of the unit to the complainant.
- XI. That complainant is ready to pay the balance sale consideration to the respondent and respondent is liable to hand over the possession with delay possession charges.
- XII. That being highly aggrieved and frustrated by the entire circumstances and faced by the miserable attitude of the respondent, which needless to mention, has rendered the complainants completely shattered and heartbroken, the complainants are left with no other option but to approach this Authority.

**C. Relief sought by the complainant: -**

4. The complainant has sought following relief(s):
  - I. Direct the respondent to handover possession and to pay delay possession charges.
5. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent contested the complaint on following grounds: -
  - i. That the present complaint is barred by the principles of estoppel, as the complainant is attempting to take a legal position that is diametrically opposed to his own previous, sworn complaint.



ii. That the complainant in para 9 of the present complaint, has fabricated a story that he "contacted a lawyer to file a complaint for possession and delayed possession charges" but that his lawyer "instead filed the complainant for refund" and that he "was not aware of the legal procedure." This entire narrative is demonstrably false and is directly contradicted by documentary evidence:

- a) The complainant personally reviewed and approved the refund draft: The respondent has in its possession an email chain dated June 24, 2023, between the complainant and his previous lawyer, Mr. Gaurav Bhardwaj. That said email was sent by previous counsel to respondent counsel when respondent's counsel request to clarify the situation. That in said email complainant previous lawyer emailed a "Rough Draft of Complaint" to the complainant, wherein the complainant replied, acknowledging receipt and suggesting minor corrections, namely the spelling of his name ("Aaditya Saini instead of Aditya Saini") and a payment method detail ("cheque was stopped and payment done by online transaction...").
- b) Crucially, the complainant raised no objection whatsoever to the complaint's clear and unambiguous prayer for a full refund. This email proves, contrary to his new claim, that the complainant was "aware of the legal procedure" and gave his active, informed consent to filing a complaint for a refund. The complainant specifically mentioned that "below the findings to be corrected. Rest I think are fine. "
- c) The complainant personally verified the refund complaint: The complainant, Mr. Aaditya Saini, personally signed the



"Verification" page of the first complaint (RERA-GRG-3632-2023), swearing under the statement that "the contents of complaint are true to my/our personal knowledge and belief and that I/we have not suppressed any material fact(s)."

- d) The complainant personally swore an affidavit to the refund complaint: The complainant personally signed and swore a notarized "Affidavit" in support of his first complaint, attesting under oath that "all the facts and submissions made in this complaint are true and correct to my knowledge..." The "facts and submissions" he swore were true were those demanding a refund.
- iii. That the complainant's new plea of being "shocked" by the refund is a legal absurdity. In Para 10 of the new complaint, the complainant pleads that he was "shocked" on 28.02.2025 to receive the refund and that he "had never wanted refund." This plea is not only false but is a direct contradiction of his own previous pleadings, which he verified and swore were true.
- iv. That the complainant is barred by constructive res judicata from bringing a "fresh suit" for the very remedy (possession) that he had the opportunity to claim but chose to abandon as in earlier complaint as well he chose to amend the complaint but later on withdraw, that the permission was not absolute but subjected to provision of law.
- v. That the complainant lacks the locus standi to file the present complaint, as he is no longer an "allottee" of the respondent.
- vi. That the complainant alleges a cash payment of Rs.2,00,000/- for which he has produced no receipt, bank statement, or any other proof of payment. This is a baseless allegation made to inflate his claim, which the respondent flatly denies.



- vii. That without prejudice to the above, the complainant's action to withdraw was premature and, as such, constitutes a surrender. It is submitted that the project "Laxmi Apartments" is an Affordable Housing Project. As per the Application Form (Annexure R-2 of the previous reply) signed by the complainant, and the Policy, the respondent was liable to offer possession within 4 (four) years from the date of approval of building plans (10.12.2019), i.e., by 09.12.2023. The complainant filed his original complaint to withdraw (RERA-GRG-3632-2023) on 02.08.2023, before the due date for possession had arrived. Since the complainant himself elected to withdraw from the project before 4 years, the respondent was well within its rights to accept this surrender and refund his amount as per policy. Having prematurely withdrawn and accepted the refund, the complainant has no right to claim possession. That the complainant has opted to surrender from the project after 2 years of commencement of project and before date of delivery/completion of tower, thus respondent is legally entitled to deduct 5% of sale consideration along with Rs.25,000 as per notification U.O. No. 11/158/2013- 5FD-III/18191 dated 04.06.2019 & subsequently vide U.O. No. 11/158/2013-5FD-III/19602 dated 24.06.2019 and approved by the Council of Ministers in its meeting held on 25.06.2019. That admittedly complainant booked unit in the year 2020, thus complaint is bound by said notification.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

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

**E.I Territorial jurisdiction**

9. As per notification no. *1/92/2017-1TCP dated 14.12.2017* issued by 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**

10. 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.*

11. 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.

**F. Findings on the relief sought by the complainant.**

**F.1 Direct the respondent to handover possession and to pay delay possession charges.**

12. The Authority observes that the complainant was allotted a unit bearing no. 201, 2<sup>nd</sup> Floor in Tower-T-10 having carpet area of 639.17 sq. ft along with balcony with area of 103.87 sq. ft in the project of respondent named "Laxmi Apartments" at Sector 99A, Gurugram under the Affordable Housing Policy 2013 vide allotment letter dated 03.06.2020 for a total sale consideration of Rs.26,08,615/- against which the complainant has paid a sum of Rs.6,58,688/- till date as evident from the payment receipts annexed with the complaint.
13. **Due date of handing over of possession:** As per clause 1(iv) of the policy of 2013, all projects under the said policy shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Thus, the due date of possession has been calculated as 4 years from date of obtaining Environment Clearance for modernization of project i.e., 11.05.2021 as per policy of 2013, which comes out to be 11.05.2025.
14. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under proviso to Section 18(1) of the Act. However, it is observed that the complainant has previously filed a complaint bearing no. CR/3632/2023, against the subject unit before this Authority seeking refund of the amount paid along with interest at prescribed rate. Consequently, the respondent during pendency of the said complaint has refunded an amount of Rs.5,03,257/- to the complainant. On 12.06.2025 (the new counsel, Shri Jaswant Kataria, Advocate) filed an application along with fresh POA and requested to withdraw the said complaint with liberty to file fresh complaint. However,



the counsel for the respondent requested that a fresh complaint to be filed and allowed as per provisions of law. In view of the above, the withdrawal of the said complaint was allowed by the Authority with liberty to file a fresh complaint. The respondent vide its reply to the present complaint has submitted that the complainant has opted to surrender from the project after 2 years of commencement of project and before date of delivery/completion of tower, thus respondent is legally entitled to deduct 5% of sale consideration along with Rs.25,000/- as per notification U.O. No. 11/158/2013- 5FD-III/18191 dated 04.06.2019 & subsequently vide U.O. No. 11/158/2013-5FD-III/19602 dated 24.06.2019 and approved by the Council of Ministers in its meeting held on 25.06.2019. The complainant has submitted that he has contacted a lawyer to file a complaint for possession and delayed possession charges, but the lawyer of the complainant instead of filing a complaint for possession and delay possession charges, filed the complainant for refund bearing no. RERA-GRG-3632-2023 and the complainant was not aware of the legal procedure. On 28.02.2025, the complainant was shocked when he got an email from the respondent that it has transferred Rs.5,03,257/- through RTGS in the account of the complainant on the basis of his complaint for refund bearing no. RERA-GRG-3632-2023. The complainant immediately replied to the respondent that the complainant had never wanted refund, but the complainant wants to have possession. The complainant then contacted to the lawyer and asked the lawyer why he had filed a complaint for refund. The lawyer of the complainant admitted his mistake and advised the complainant to file amended complaint.

15. Upon due consideration of the aforesaid facts and circumstances, the Authority observes that the complainant had consciously, unequivocally,



and voluntarily instituted Complaint No. CR/3632/2023 dated 09.08.2023 before this Authority, expressly seeking the relief of withdrawal from the project and refund of the amounts paid. The said complaint was accompanied by a duly sworn supporting affidavit, wherein the complainant categorically affirmed that the facts and submissions contained therein were true and correct to his knowledge and that no material facts had been concealed. Furthermore, in the verification form appended to the complaint, the complainant verified that the contents of the complaint were true to his personal knowledge and belief and that no material fact had been suppressed. In view of the above, the contention of the complainant that, after a lapse of more than one and a half years from the date of filing of the complaint, he became aware that his counsel had allegedly filed the complaint seeking refund by mistake, cannot be accepted as tenable. Further, while the complainant was granted procedural liberty to file a fresh complaint upon withdrawal of the earlier one, such liberty cannot be construed as conferring a substantive legal right that did not otherwise exist in law. Procedural liberty to file afresh is intended only to prevent technical prejudice; it does not enable a party to re-open or re-agitate claims that stand waived, abandoned, or conclusively elected against. It is a well-established principle that a litigant cannot approbate and reprobate in the same breath. Once a party elects a specific remedy arising from a defined cause of action, he is precluded from asserting a diametrically opposite remedy on the very same factual foundation. The doctrines of election of remedy, estoppel, and constructive res judicata operate squarely in such circumstances to bar a second proceeding founded on the same cause of action but clothed in a different prayer. To permit otherwise would result in an abuse of the process of law



and allow a litigant to repeatedly alter his stand to suit his convenience, contrary to the mandate of procedural fairness and finality. In view of the above, the reliefs sought by the complainant regarding handing over of possession and payment of delay possession charges are declined. However, the Authority observes that clause 5(iii)(h) of Affordable Housing Policy, 2013 as amended by Notification dated 05.07.2019 states as under:

*On surrender of flat by any successful allottee, the amount that can be forfeited by the colonizer in addition to Rs. 25,000/- shall not exceed the following: -*

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount to be forfeited</b>
(aa)	In case of surrender of flat before commencement of project	Nil;
(bb)	Upto 1 year from the date of commencement of the project	1% of the cost of flat;
(cc)	Upto 2 years from the date of commencement of the project	3% of the cost of flat;
(dd)	after 2 years from the date of commencement of the project	5% of the cost of flat;

*Note: The cost of the flat shall be the total cost as per the rate fixed by the Department in the policy as amended from time to time.*

16. In the instant case, the date of commencement of the project was 11.05.2021. However, the unit in question was surrendered by the complainant-allottee by filing the complaint bearing no. CR/3632/2023 dated 09.08.2023. Since the surrender of the unit by the complainant was done after commencement of construction. Hence the respondent/promoter is entitled to forfeit the amount in accordance with amended Section 5(iii)(h) of the Policy, 2013.
17. The Authority observes that complainant is only entitled for refund of deposited amount after deduction of the amount as allowed under Affordable Group Housing Policy 2013 and amendment of 2019 which



allow for deduction of 5% of the consideration money in addition to Rs.25,000/- as the complainant surrendered the unit after two years from the date of commencement of the project. Thus, the respondent was bound to cancel the unit and return the amount as per clause 5(iii)(h) of the policy, 2013 as amended by the State Government on 05.07.2019. However, in the instant case, it is observed that the unit in question was surrendered by the complainant while filing the complaint bearing no. CR/3632/2023 dated 09.08.2023, but the refundable amount of Rs.5,03,257/- post necessary deductions as per the policy, 2013 was refunded back to the complainant only on 28.02.2025.

18. The Authority notes that Clause 5(iii)(b) of the Policy, 2013, as amended on 09.07.2018, stipulates that any default in payment by the allottee shall attract penal interest as prescribed under Rule 15 of the Haryana Real Estate Regulatory Authority Rules, 2017. In view of the principle of parity and equity, the respondent is equally liable to pay interest at the prescribed rate on the refundable amount for the period of delay in effecting the refund. Consequently, the complainant is held entitled to interest at the prescribed rate on the refunded amount of Rs.5,03,257/- for the period of delay.
19. In view of the above, the respondent/promoter is directed to pay interest on the refunded amount i.e. Rs.5,03,257/- (after deduction of 5% of the consideration money in addition to Rs.25,000/- as per clause 5(iii)(h) of the of Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019) at the prescribed rate of interest i.e., @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the

Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of surrender i.e. 09.08.2023 till 28.02.2025 only.

**G. Directions of the authority**

20. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act:
- i. The respondent is directed to pay interest on the refunded amount i.e. Rs.5,03,257/- (after deduction of 5% of the consideration money in addition to Rs.25,000/- as per clause 5(iii)(h) of the of Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019) at the prescribed rate of interest i.e., @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of surrender i.e. 09.08.2023 till 28.02.2025 only.
  - ii. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
21. The present complaint as well as applications, if any stands disposed of.
22. File be consigned to registry.



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026