

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Appeal No. 117 of 2024**

**Date of Decision: April 22, 2026**

Satish Kumar Hooda son of Late Sh. Jai Singh Hooda resident of F-452, Nav Sansad Vihar, Plot No. 4, Sector-22, Dwarka, New Delhi-110077.

Appellant.

Versus

DLF Sales Gallery through its Managing Director having registered office at Corporate Greens, Sector - 74A, Gurugram, Haryana-122004.

Respondent.

**CORAM:**

**Justice Rajan Gupta  
Dinesh Singh Chauhan**

**Chairman  
Member (Technical)**

Present: Mr. Harikesh Singh, Advocate,  
for the appellant.

Ms. Tanika Goyal, Advocate,  
for the respondent.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN**

Present appeal is directed against order dated 21.11.2023, passed by the Authority at Gurugram<sup>1</sup> whereby Complaint No.1542 of 2019 filed by the allottee was dismissed. The Authority held that the complainant was not entitled to refund of the paid-up amount as the same was less than 10% of the total sale consideration and, therefore, the promoter was entitled to forfeit the same.

2. It appears that a project in the name and style of "DLF Garden City" was floated by the respondent-promoter in Sector 91 and 92, Gurugram. The appellant-allottee booked two plots in the said project i.e., Plot No. E-12/2 measuring 420 sq. mtr. and Plot No. G-19/5 measuring 343.75 sq. mtr. Plot Buyer Agreements in respect of both

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram.

plots were executed between the parties on 25.06.2012. In terms of Clause 11(a) of the agreements, the stipulated date for delivery of possession was 25.06.2014. Out of the total sale consideration amounting to Rs. 4,11,05,025/- for both plots, the appellant-allottee paid a sum of Rs. 15,00,000/- on 12.03.2012 towards Plot No. E-12/2 and Rs. 12,00,000/- on 15.03.2012 towards Plot No. G-19/5. Part Completion Certificates for the project were subsequently issued on 02.07.2014 and 18.03.2016. However, despite repeated reminders issued by the respondent-promoter calling upon the appellant-allottee to remit the outstanding balance amount, the appellant failed to comply. Consequently, the respondent-promoter proceeded to cancel the allotment of Plot No. G-19/5 on 17.07.2012 and Plot No. E-12/2 on 05.11.2012. Thereafter, the appellant-allottee filed a complaint before the HRERA, Gurugram on 05.04.2019, i.e., after a lapse of approximately seven years from the date of cancellation, seeking refund of the amount paid.

3. The stand of the respondent-promoter before the Authority is that the appellant-allottee was under a contractual obligation to make timely payments in accordance with the terms and conditions of the agreement but he failed to adhere to the agreed payment plan. It was further submitted that several reminders were issued by the respondent-promoter to the appellant-allottee during the year 2012, however, the appellant-allottee did not come forward to clear the outstanding dues. Consequently, the respondent-promoter was constrained to cancel the allotment of the plots.

4. After considering rival contentions of the parties, the Authority dismissed the complaint vide impugned order dated 21.11.2023.

5. Aggrieved by the impugned order, the appellant-allottee has preferred the instant appeal before this Tribunal. He primarily challenged the impugned order on the ground that the Authority erred in declining refund to the appellant.

6. We have heard learned counsel for both the parties and given careful thought to the facts of the case.

7. It is on record that the allotments for both plots were cancelled in 2012, after issuance of several reminders. It is further evident that Part Completion Certificates for the project were granted on 02.07.2014 and 18.03.2016. Notably, the special enactment of RERA came into force only on 28.07.2017. The dispute in question, therefore, arises out of events preceding the enforcement of the RERA Act and is consequently pre-RERA in nature. In such circumstances, the project and the dispute fall outside the adjudicatory jurisdiction of the Regulatory Authority. This legal position is squarely settled in ***Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India and others (AIR 2018 NOC 398 Bom, para 84)***. The Authority, therefore, committed a jurisdictional error in entertaining and adjudicating upon a complaint which was not maintainable before it.

8. Apart from the above, it is an admitted position that the appellant-allottee invoked the jurisdiction of the Authority on 05.04.2019, after an unexplained and inordinate delay from the date of cancellation and well after the enforcement of the RERA Act. The grievance raised cannot hence be entertained in the present proceedings.

9. In view of the foregoing discussion, the appeal is hereby dismissed being devoid of merit.

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10. Copy of this order be sent to parties/their counsel and the Authority.

11. File be consigned to records.

Justice Rajan Gupta,  
Chairman,  
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan  
Member (Technical)

April 22,2026/mk