

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

Complaint no.: 75 of 2025
Date of filing of complaint: 24.01.2025
Date of order: 19.03.2026

Ashish Gupta **Complainant**
R/o: A-9, FF-2, Near Mannat Farm House, Rampuri,
Chander Nagar, Ghaziabad, Uttar Pradesh-201011.

Versus

M/s Pareena Infrastructures Pvt. Ltd. **Respondent**
Having Regd. Office at: - Flat no. 2, Palm
Apartment, Plot No. 13B, Sector - 6, Dwarka,
New Delhi-110075.
Also at: C-7A, 2nd floor, Omaxe City Centre Mall,
Sohna Road, Sector- 49, Gurugram-122018.

CORAM:
Shri Phool Singh Saini **Member**

APPEARANCE:
Ishaan Dang (Advocate) **Complainant**
Sukhbir Yadav (Advocate) **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 provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details:



2. The particulars of unit details, 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	"Micasa Apartments", Sector-68, Gurugram
2.	Nature of the project	Residential Group housing colony
3.	Project Area	13.48275 acres
4.	DTCP license no.	111 of 2013 dated 27.12.2013 valid up to 12.08.2024 (area 10.12 acre) 92 of 2014 dated 13.08.2014 valid up to 12.08.2024 (area 0.64 acres) 94 of 2014 dated 13.04.2014 valid up to 12.08.2024 (area 2.73 acres)
5.	Name of licensee	Pareena Infrastructure Private Limited and 2 others
6.	RERA Registered/ not registered	Registered [For 12.25084 Acres] 99 of 2017 dated 28.08.2017 Valid up to 30.12.2022 (30.06.2022 plus 6 months Covid-19)
	Extension of registration	12 of 2023 dated 19.06.2023 Valid up to 30.12.2023
	Project Continuation-RC/REP/HARERA/GGM/99 OF 2017/	7(3)/47/2024/06 dated 23.07.2024 Valid up to 30.12.2025
7.	Unit no.	Unit no.- 1802, 18 th floor & Tower-3 (As per page no. 19 of the complaint)
8.	Unit area admeasuring	1225 sq. ft. (super area) (As per page no. 19 of the complaint)
9.	Allotment letter	16.01.2023

		(As per page no. 19 of the complainant)
10.	Date of execution of flat buyer's agreement	Not executed
11.	Possession clause	Not provided
12.	Due date of possession	<p>16.01.2026</p> <p><i>"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018</i> Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."</p> <p>In view of the above-mentioned reasoning, the date of execution of MoU dated 16.01.2023 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 16.01.2026</p>
13.	Total sale consideration	Rs.72,64,025/- (As schedule of payment with allotment letter as Annexure-I on page no. 20 of the complaint)
14.	Basic sale consideration	Rs.60,63,750/- (As schedule of payment with allotment letter as Annexure-I on page no. 20 of the complaint)

	Amount paid	<p>Rs.18,43,450/- (As alleged on page no. 4 of the complaint.)</p> <p style="text-align: center;">And</p> <p>Rs.9,21,650/- [Rs.5,00,000/- on 15.06.2022 + Rs.4,21,650/- on 27.06.2022]</p> <p>By Mukesh Sharma (As per copy of bank passbook on page no. 24 of the complaint)</p> <p style="text-align: center;">Plus</p> <p>Rs.9,21,650/- Paid by Mamta Garg on 23.06.2022 (As per copy of ICICI bank passbook on page no. 26 of the complaint)</p>		
15.	Payment plan	At the time of booking	10% of TSV	
		On offer of possession	90% of TSV = Registration Charges + Stamp Duty + Other Charges	
		(As schedule of payment with allotment letter as Annexure-I on page no. 20 of the complaint)		
16.	Offer of possession	06.04.2023 (As per page no. 27-31 of the complaint)		
17.	Occupation Certificate/ completion certificate	03.01.2023 (As per DTCP website)		
18.	Termination of (Amit Soni) employment due to non-performance	29.06.2023 (As per page no. 16 of the reply)		



19.	Complaint to Deputy commissioner of Police, Economic Offences Wing, Gurugram.	27.10.2025 (As per page no.3-35 of additional submission on behalf of the respondent.)
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B. Facts of the complaint:

3. The complainant has made the following submission: -
- I. That the respondent had first approached the complainant in the year 2022 through its officials. The respondent had conveyed to the complainant that the respondent was developing a group housing colony over land admeasuring 13 acres approximately situated in revenue estate of Sector-68, Gurugram. The respondent had also assured the complainant that it was in receipt of all necessary licenses, approvals, permissions etc. issued by the competent authorities for development of the project in question.
 - II. That the respondent had proffered several assurances to the complainant with respect to the quality of the upcoming project and timeline of its construction. In fact, the respondent had assured the complainant at the relevant point in time that the construction of the project in question was almost complete. Furthermore, the respondent had claimed that it was fully entitled and competent to develop, market and sell the same. The project in question was represented to be a state-of-the-art project with world class amenities.
 - III. That relying upon the promises and assurances made by the respondent orally as well as through brochures and other promotional material and enticed by the attractive picture portrayed by the respondent, the complainant was induced to book an apartment bearing no. T3/1802 admeasuring 1225 sq. ft. (super area), located on the 18th floor in the project known as "Mi Casa" situated in Sector-68, Gurugram. It is pertinent to

mention that a car parking space in the basement/stilt had also been booked by the complainant along with the said unit.

- IV. That moreover, allotment letter dated 16.01.2023 had also been issued by the respondent to the complainant in confirmation of his allotment in respect of the said unit.
- V. That the basic sale price of the said unit had been settled at Rs.4,950/- per sq. ft. The respondent had charged the complainant car parking charges amounting to Rs.3,50,000/- amongst other charges including club membership charges, EDC/IDC, power back-up charges, fire-fighting charges, administrative charges, external electrification charges, meter connection charges, advance maintenance charges etc. It would not be out of place to mention that the respondent had demanded several of the aforesaid charges illegally as the same are not in consonance with Act, 2016 and Rules, 2017. The total sale consideration amount had been quantified to be Rs.74,31,931/- by the respondent.
- VI. That the complainant had already made payment of Rs.18,43,450/- as booking amount. It is pertinent to mention that an amount of Rs.9,21,650/- had been paid to the respondent from the bank account of Mr. Mukesh Sharma on behalf of the complainant with respect to the said unit. It would not be out of place to mention that receipt of the aforesaid payment of Rs.9,21,650/- had also been duly acknowledged by the respondent in letter of offer of possession dated 06.04.2023.
- VII. That furthermore, a payment of Rs.9,21,800/- had been made by Ms. Mamta Garg on behalf of the complainant to the respondent. It would not be out of place to mention that Ms. Mamta Garg is the sister of the complainant. The respondent has intentionally not acknowledged the receipt of the aforesaid amount in letter of offer of possession dated 06.04.2023.
- VIII. That thereafter, the complainant kept issuing several reminders to the



respondent calling upon the respondent to execute the buyer's agreement/agreement for sale along with other documents without any further delay. Moreover, the complainant also reminded the respondent that it had never received any update pertaining to stage of construction of the said project from the respondent.

- IX. That till date, the respondent despite being reminded on several occasions has not even executed the buyer's agreement in favour of the complainant pertaining to the said unit. Moreover, the respondent has also not come forward to take the balance sale consideration from the complainant and execute the conveyance deed in favour of the complainant.
- X. That without prejudice to the contentions of the complainant that it was always ready to make payment of the balance sale consideration amount, it would not be out of place to mention that the respondent had also not issued a single payment reminder letter to the complainant. In fact, after taking the payment of Rs.18,43,450/- from the complainant, the respondent completely stopped replying to the emails sent by the complainant. The complainant has been unable to elicit a response from the respondent despite trying fervently and on multiple occasions.
- XI. That the respondent for reasons best known to it had straightaway issued a letter of offer of possession dated 06.04.2023 to the complainant. However, it would not be out of place to mention that the respondent had acknowledged the receipt of only an amount of Rs.9,21,650/- from the complainant instead of the total amount of Rs.18,43,450/- paid by him.
- XII. That moreover, the respondent in complete contravention of the provisions of Act, 2016 has demanded and received advance payment exceeding far beyond 10% of the total sale consideration amount even without executing the buyer's agreement/agreement for sale with the complainant. The same is in complete contravention of Section 13 of the Act, 2016. Even on this



ground, strict action is liable to be taken against the respondent by this Hon'ble Authority.

- XIII. That the genuine, valid and legal requests made by the complainant to the respondent have fallen on deaf ears. Moreover, the complainant kept writing several emails to the respondent and had also met with the Directors of the respondent. However, the same did not yield any results.
- XIV. That the respondent has acted in a high handed and arbitrary manner. There is gross deficiency in service on the part of the respondent by inordinately delaying issuance of allotment letter, execution of buyer's agreement, not handing over possession of the said unit and not executing the conveyance deed in respect of the said unit. The respondent has adopted unfair trade practices by taking more than 10% of the consideration amount as payment from the complainant and failing to execute the buyer's agreement. The respondent has abused its dominant position and taken undue advantage of the compulsions of the complainant who was and still is ready to make payment of the entire sale consideration amount.
- XV. That furthermore, the validity of RERA registration certificate dated 28.08.2017 bearing memo no. HRERA-387/2017/817 had expired on 30.06.2022. Furthermore, even the extension of registration certificate dated 19.06.2023 had expired on 30.12.2023. Thus, prima facie, the respondent is in violation of Act, 2016 and the Rules, 2017 made thereunder and is liable to be penalized for its violations and transgressions.
- XVI. That the complainant has duly complied with the terms and conditions of the application form and the payment plan. The complainant was always and is still ready to make payment of the complete sale consideration amount to the respondent as had been conveyed on several occasions to the respondent. However, the respondent has miserably failed to fulfil its contractual obligations. The intentional, illegal and unilateral actions of the respondent



have caused wrongful loss to the complainant.

XVII.

XVIII. That the complainant was always ready and is still ready to perform its part of the contract. The complainant always had available with him and still has available with him the requisite funds to pay towards the balance sale consideration amount along with stamp and registration charges for the conveyance deed. Therefore, it is evident from the entire sequence of events that no illegality or lapse can be attributed to the complainant.

XIX. That no other legal proceedings between the parties or between parties under whom they or any of them claim litigating on the same grounds has been previously instituted or finally decided by a court of competent and limited jurisdiction and no such suit is pending.

XX. That the present complaint is limited to seeking issuance of allotment letter to the complainant, execution of the buyer's agreement, handing over of possession of the said unit upon payment of balance sale consideration amount and execution and registration of conveyance deed in favour of the complainant. The complainant reserves his right to seek refund, if need be.

XXI. That the complainant has suffered immense mental agony, financial hardship and harassment on account of the respondent. The complainant also reserves his right to seek compensation from the respondent from the Hon'ble Adjudicating Officer.

XXII. That cause of action had accrued in favour of the complainant two days back when the respondent had refused to pay heed to the just, valid and legal requests of the complainant. The cause of action in favour of the complainant is still subsisting.

XXIII. That the subject matter of the claim falls within the jurisdiction of this Hon'ble Authority. Furthermore, the said project is situated and cause of action has arisen within the ordinary territorial jurisdiction of this Hon'ble



Authority. Moreover, the project had also been duly registered with RERA. Hence, this Hon'ble Authority has got the jurisdiction to try and decide the present complaint.

XXIV. That the present complaint has been filed within the prescribed period of limitation. The cause of action for filing the present complaint is still subsisting in favour of the complainant. Hence, the present complaint has been filed against the respondent before the Hon'ble Authority.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - i. Direct the respondent to reflect the receipt of payment of Rs.9,21,800/- from the complainant (paid by Ms. Mamta Garg on behalf of the complainant to the respondent) in its records. It would not be out of place to mention that a total amount of Rs.18,43,450/- has already been paid by the complainant to the respondent.
 - ii. Direct the respondent to hand over possession of the said unit to the complainant after receiving the balance sale consideration amount from the complainant.
 - iii. Direct the respondent to take the balance sale consideration from the complainant and to execute the builder buyer's agreement in favour of the complainant.
 - iv. Direct the respondent to execute and get the conveyance deed registered in respect of the said unit in favour of the complainant upon the receipt of balance sale consideration amount.
 - v. Restrain the respondent from charging any amount from the complainant/issuing demand letters to the complainant for charges which are not a part of the contractual understanding between the complainant and the respondent.



- vi. Direct the respondent to pay Rs.2,00,000/- as litigation expenses to the complainant.
 - vii. That strictest possible action may kindly be initiated against respondent and suitable penalty imposed for its deliberate failure to get renewed the project in question with the Authority.
 - viii. That strictest possible action may kindly be initiated against respondent and suitable penalty imposed for deliberate contravention of Section 13 of the Act, 2016 by illegally demanding and receiving more than 10% of advance payment from the complainants without executing the buyer's agreement/ agreement for sale.
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 has contested the complaint on the following grounds:
- i. That the present reply is filed by Ms. Upma Ahuja, Manager, of the respondent, duly authorized by board resolution dated 30.01.2025.
 - ii. That the entire complaint is founded upon fraudulent documents allegedly fabricated in collusion with one Amit Soni, a former employee of the respondent who was terminated on 29.06.2023 for misconduct. It is a settled principle of law that the acts of an ex-employee, done in his personal capacity without authority, cannot bind a juristic entity.
 - iii. That the present complaint appears to be a result of a fraudulent conspiracy and collusion between Amit Soni, a former employee of the respondent company and the complainant. It is a matter of record that the employment of Amit Soni with the respondent company was duly terminated on 29.06.2023 and, ever since that date, he has had no role, authority, or connection whatsoever with the respondent. The actions, representations,

- or commitments made by him in his personal capacity, whether during or after his employment, cannot and do not bind the respondent company in any manner. The complainant, acting under the influence and misrepresentation of him, has sought to falsely implicate the respondent company in a matter with which the respondent has absolutely no concern.
- iv. That the alleged allotment letter dated 16.01.2023, and the offer of possession letter dated 06.04.2023 were never issued by the respondent company. It is further pertinent to mention here that the said letter might have been obtained by the complainant from Amit Soni and any other conspirator. Without prejudice, if said offer of possession and letter were issued, had the complainant ever complied with the demand as demanded in the said offer of possession. It is highly pertinent to mention here that in said letter the due date for payment was 20.04.2023, but the complainant remains silent on it and chose not to pay or nor to communicate with the respondent, which raises a serious question on the authenticity of the alleged allotment letter and offer of possession.
- v. That the alleged payments were made by two strangers, one namely Mukesh Sharma, had an account in Ajmer, on 15.02.2022 & 27.06.2022, whose bank transactions shows that before the date of transfer, his bank balance was only in four figures and another is Mamta Garg and both never applied for any booking with the respondent and the respondent never issued any payment on behalf of any other person. It is pertinent to mention here that both accounts need to be scrutinized by the income tax department and other concerned authorities.
- vi. That in the entire complaint there is no evidence which shows any conversation between the parties placed on record. Furthermore, not a single email had been exchanged between the parties. It is evident from the



alleged offer of possession that the occupation certificate for the project was obtained on 03.01.2023.

- vii. That it is a settled position of law that a company is a separate legal personality and its obligations cannot be extended to individuals and vice versa. Thus, the respondent cannot be held liable for anything done by Amit Soni, a former employee of the respondent, in his personal capacity.
- viii. That in view of the settled law, any act or misrepresentation of a former employee in his personal capacity cannot bind the respondent company. Moreover, the respondent company is also in the process of filing a police complaint against Amit Soni and the complainant for their fraudulent actions.
- ix. That in view of the above, the present complaint is devoid of merit, misconceived, and is an abuse of the process of law. In the absence of any contractual relationship or any transaction between the complainant and the respondent, there exists no cause of action against the respondent company. The complainant has unnecessarily and without any basis impleaded the respondent in these proceedings. The present complaint, therefore, deserves to be dismissed at the very threshold.
- x. That these questions involve complicated matters of law and facts, including the act of fraud, collusion, and conspiracy played upon by the complainant and Amit Soni. Therefore, in these circumstances, the present matter is liable to be dismissed. The fact of the matter remains that the complainant has never been an allottee of any unit under the respondent. The complainant is not an allottee, therefore, he cannot invoke the jurisdiction of RERA. In the absence of the builder buyer's agreement registered between the complainant and the respondent and other relevant and genuine documents, the complainant cannot allege to be an allottee of the respondent. Furthermore, there cannot be a binding contract in the



absence of consideration. It is an admitted fact that the complainant has not paid even a single rupee towards the alleged and so-called allotment of the unit in question. It is pertinent to mention here that the alleged payment made was without the knowledge and consent of the respondent.

- xi. That there has never been any allotment of any unit in favour of the complainant. If any allotment had been made, the respondent would have issued demand letters for payments as the construction progressed, including instalments, development charges, GST, IFMS and other dues. No such demand or letter has ever been issued because the complainant has never been an allottee of any unit in any project of the respondent. It appears that Amit Soni misused his position in the respondent's company and misled the complainant for his own wrongful gain.
- xii. That the complainant has not come before the Hon'ble Authority with clean hands. It is submitted that the complainant has tried to manipulate and twist the facts and circumstances in order to gain undue benefit from the Hon'ble Authority.
- xiii. That the present complaint is not maintainable in the eyes of the law, since the complainant is not an allottee.
- xiv. That the complainant is estopped from filing the present complaint by his own act and conduct, admission, omission, laches, and acquiescence.
- xv. That the allegations made by complainant against the respondent are baseless and unsubstantiated. If such frivolous and baseless allegations are admitted, then the interests of other genuine allottees of the project will be adversely affected. In these circumstances, the present complaint deserves to be dismissed.
- xvi. That the respondent bears no legal liability to the complainant and has no outstanding obligations or debts to the complainant. It is submitted that since no transaction or deal was ever concluded between the respondent

and the complainant, the present complaint lacks merit and is liable to be dismissed in limine. It is respectfully submitted that the assertion that rights and obligations flow only from a valid contract is a fundamental principle of contract law, establishing that a contract must be a legally recognized agreement with essential elements like offer, acceptance, consideration, and legal capacity to be enforceable. Without a valid contract, any promises made or actions taken do not create legally binding rights or obligations between parties, and therefore cannot be enforced in a court of law. Thus, the reliefs sought by the complainant are also not maintainable, as there is no application form, no allotment, and no BBA.

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)(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 objections raised by the respondent:

F.I Objection regarding the complainant being not an allottee

12. The respondent has raised a contention that the complainant in the present complaint does not fall under the definition of allottee as there is no application form, allotment letter issued by the respondent and no buyer's agreement has been executed between the parties and without a valid contract, any promises made or actions taken do not create legally binding rights or obligations between parties. However, the respondent has duly issued an allotment letter dated 16.01.2023 vide which the unit no. 1802 admeasuring 1225 sq. ft. in the name of the complainant. Thus, it is evident from the allotment letter dated 16.01.2023 that the complainant is an allottee and hence the contention raised by the respondent stands rejected.

G. Findings regarding relief sought by the complainant:

- G.I Direct the respondent to reflect the receipt of payment of Rs.9,21,800/- from the complainant (paid by Ms. Mamta Garg on behalf of the complainant to the respondent) in its records. It would not be out of place to mention that a total amount of Rs.18,43,450/- has already been paid by the complainant to the respondent.**

13. In the present complaint, the complainant is alleging that the complainant has paid an amount of Rs.18,43,450/- against the total sale consideration of Rs.72,64,025/-. However, the respondent in its reply contended that an amount of Rs.9,21,650/- was paid by one Mukesh Sharma and Rs.9,21,800/- was paid by one Mamta Garg who is sister of the complainant. Thus, only an amount of Rs.9,21,800/- (confirmed vide offered of possession dated 06.04.2023) is considered as an amount paid by the complainant against the total sale consideration of the unit of the complainant. However, the Authority has gone through the documents placed on record and observed that the amount of Rs.9,21,650/- paid by Mukesh Sharma is transferred in the name of the project itself and is not claimed by any other allottee in whose name the unit has been allotted in the project of the respondent. Thus, the same is also considered as paid by the complainant only and total amount paid by the complainant comes to Rs.18,43,450/-.

G.II Direct the respondent to hand over possession of the said unit to the complainant after receiving the balance sale consideration amount from the complainant.

G.III Direct the respondent to take the balance sale consideration from the complainant and to execute the builder buyer's agreement in favour of the complainant.

G.IV Direct the respondent to execute and get the conveyance deed registered in respect of the said unit in favour of the complainant upon the receipt of balance sale consideration amount.

14. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.

15. In the present complaint, complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay,



till the handing over of the possession, at such rate as may be prescribed.”
(Emphasis supplied)

16. **Due date of possession:** 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*** observed that *“a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.*
17. In view of the above-mentioned reasoning, the date of allotment i.e., 16.01.2023 is ought to be taken as the date for calculating due date of possession. Therefore, the due date of possession comes out to be 16.01.2026.
18. The complainant has submitted that vide allotment letter dated 16.01.2023, the complainant was allotted an apartment bearing no. 1802 admeasuring 1225 square feet (super area) located on the 18th floor in the project of the respondent named “Mi Casa” situated in Sector 68, Gurugram for a total sale consideration of Rs.72,64,025/- against the complainant has made a payment of Rs.18,43,450/- as reasoned above in para 13 of this order.
19. The counsel for the respondent vide proceedings of the day dated 19.02.2026 mentioned that the allotment letter dated 16.01.2023 was issued by Amit Soni who was a former employee CRM office of the respondent company and the respondent has never issued any allotment letter as well as the offer of possession dated 06.04.2023. Moreover, the occupation certificate has been obtained by the respondent on 03.01.2023 but the complainant never turned up to take the make the payment and even no communication was ever made by the complainant. He further mentioned that the unit of the complainant is



not available and third-party rights have also been created on the unit of the complainant but there is no document placed on record to substantiate the same. Thus, the respondent is directed to restore the unit of the complainant. In case the unit is not available, the respondent is directed to offer possession of a similarly located unit/flat of same size and specifications at same rate as per the allotment letter dated 16.01.2023 in the said project to the complainant within a period of 30 days.

20. The complainant is seeking relief with respect to execution of buyer's agreement. The Authority observes that as per Section 13(1) of the Act, 2016, the promoter is obligated to not to accept more than 10% of the cost of the apartment, plot or building as the case may be, as an advance from a person without entering into a written agreement for sale with such person and register the said agreement for sale. Thus, in view of Section 13 of the Act of 2016, the respondent is directed to enter into a registered buyer's agreement with the complainant as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.
21. The complainant is seeking further relief with respect to handover of possession an execution of conveyance deed in its favour. The Authority observes that Section 19(6) of the Act provides that every allottee shall be responsible to make necessary payments as per agreement for sale to take physical possession of the apartment. Further, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and get the conveyance deed executed in favour of the complainant. Whereas, as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. It is further observed that the occupation certificate for the project in question has already been obtained

by the respondent. Therefore, in view of the above, the complainant is liable to pay the outstanding dues and take possession of the unit.

22. In view of the above, the respondent is directed to supply an updated statement of account within a period of 30 days to the complainant. Thereafter, the complainant shall pay outstanding dues within a period of 30 days from the date of receipt of updated statement of account.
23. The respondent is further directed to handover possession of the allotted unit/flat and to get the conveyance deed of the allotted apartment executed in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

G.V Direct the respondent to pay Rs.2,00,000/- as litigation expenses to the complainant.

24. The complainant is seeking above mentioned relief w.r.t compensation. *Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* has held that an allottee is entitled to claim compensation and litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

G.VI That strictest possible action may kindly be initiated against respondent and suitable penalty imposed for its deliberate failure to get renewed the project in question with the Authority.

G.VII That strictest possible action may kindly be initiated against respondent and suitable penalty imposed for deliberate contravention of Section 13 of the Act, 2016 by illegally demanding

and receiving more than 10% of advance payment from the complainants without executing the buyer's agreement/ agreement for sale.

25. The above-sought reliefs by the complainant is taken together being inter-connected.
26. The complainant has not clearly identified the violations of the Act, 2016, and its rules by the respondent. Neither it is mentioned in the facts of the complaint nor pressed before the Authority during the proceedings of the day. Without specific details about the alleged violations, there is no basis for the relief sought. Thus, no direction to this effect.

H. Directions of the authority:

27. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the authority under Section 34(f) of the Act: -
- i. The respondent is directed to restore the unit of the complainant. In case the unit is not available, the respondent is directed to offer possession of a similarly located unit/flat of same size and specifications at same rate as per the allotment letter dated 16.01.2023 in the said project to the complainant within a period of 30 days.
 - ii. The respondent is directed to enter into a registered buyer's agreement with the complainant as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.
 - iii. The respondent is directed to supply a copy of the updated statement of account within a period of 30 days to the complainant.
 - iv. The complainant is directed to pay outstanding dues within a period of 60 days from the date of receipt of updated statement of account.



- v. The respondent is directed to handover possession of the allotted unit/flat and to get the conveyance deed of the allotted apartment executed in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
- vi. The respondent shall not charge anything from the complainant, which are not a part of the contractual understanding between the complainant and the respondent.
- vii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
28. Complaint stands disposed of.
29. File be consigned to the registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.03.2026