



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	647 of 2025
Date of filing.:	09.05.2025
First date of hearing.:	22.07.2025
Date of decision.:	12.05.2026

Arshla Jindal D/o Sh. Avdesh Jindal

R/o H. No 15/3, Indri, Karnal

132041

....COMPLAINANT

VERSUS

M/s Alpha Corp Development Private Limited'

Regd Office: 806, Meghdoot, 94,

Nehru Place, New Delhi 110019

....RESPONDENT

Present: - Adv. Akshat Mittal, Learned Counsel for the
Complainant.

Adv. Vikas Verma, Learned counsel for the Respondent
through VC.

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with relevant rules 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 fulfil 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 project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Alpha International City, Phase I", Sector 29, Karnal, Haryana
2.	Nature of the project.	Commercial
3.	RERA Registered/not registered	Unregistered
4	Date of allotment	19.12.2015



5.	Date of plot buyer agreement	Not executed
6.	Details of the unit.	Booth No. 12, Shopping Centre, Sector 29, Alpha International City, Karnal.
7.	Total sale consideration	Rs. 19,92,705/-
8.	Amount paid by complainant	Rs. 2,00,000/-
9.	Date of offer of possession	None

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. That the respondent had issued an advertisement in the newspaper on 13.10.2015, enticed by which, the complainant decided to book the unit with the respondent company. That the letter of Expression of interest was submitted by the complainant for booking of the unit, and the allotment letter dated 19.12.2015 was issued by the respondent to the complainant confirming the allotment of Commercial Plotted Booth No. 12, admeasuring 33.00sq. yards., located in Shopping Centre, Sector 29, Alpha International City, Karnal.
4. That the plot was offered for the total sale consideration of Rs. 19,92,705/- inclusive of the Basic sale price of Rs. 17,40,750/- (@Rs. 52750/- per sq. yard), EDC & IDC of Rs. 2,33,805/- (@rs.7085/- per sq. Yard) and IFMS Charges of Rs. 18,150/- (@Rs. 550/- per sq. yard).



pertinent to mention that the same duly bears the stamp/receipt acknowledgement by the respondent.

11. The respondent, issued termination letter dated 06.10.2016, in an attempt to illegally cancel the booking of the complainant qua the plot in question, mentioning therein that the entire amount of Rs. 2,00,000/- deposited by the complainant stands forfeited.
12. That it is submitted that the complainant, having already parted with the hard earned amount of Rs. 2,00,000/- paid to the respondent company, and having been harassed due to non redressal of the genuine grievances, and ultimately feeling trapped, the complainant had no choice but to request the respondent company that in case they are adamant upon forfeiting the hard earned amounts paid by the complainant, then to kindly forfeit only Rs. 50,000/- and to atleast refund the remaining amount Rs. 1,50,000/-. In this regard, the letter dated 08.11.2016 issued by the complainant to the respondent company is being annexed herewith as Annexure C-8. It is pertinent to mention that the same duly bears the stamp/receipt acknowledgement by the respondent.
13. That the complainant has made several efforts for redressal of the grievances, has made several site visits and has contacted the respondent multiple times to request and to rectify their conduct and offer the possession of the unit or issue refund alongwith interest, but in vain as the same has been never been complied with by the respondent.



14. That it is submitted that the complainant would still be primarily interested in the possession of the commercial unit, and has always been ready to pay the genuine dues thereto, and if the respondent is unable to handover the unit in question, the complainant would crave the indulgence of this Hon'ble Authority to direct the respondent promoter to refund the hard earned amount of the complainant alongwith interest.

15. That the instant complaint is being instituted on behalf of the complainant Smt. Arshla Jindal through her G.P.A. is being annexed herewith as Annexure C-9.

C. RELIEF SOUGHT

16. In view of the facts mentioned above, the complainant pray for the following reliefs):-

- i. To direct the respondent to immediately hand over the legal, valid and uncompromised physical possession of the unit in question, to the complainant allottee, while accepting the remaining payments qua the unit, if any, from the complainant allottee.
- ii. To direct the respondent to compensate the complainant for the continuing delay in the handing over of the legal and valid physical possession of the unit, coupled with the completion, occupation certificates and other necessary approvals, by paying interest as prescribed under the Real Estate (Regulation And Development) Act 2016 read with Haryana Real Estate (Regulation & Development)



Rules, with effect from the due date of possession till actual handing over of possession of the unit complete in all respects, on the entire amount deposited qua the said unit by the complainant.

- iii. To set aside the termination letter dated 06.10.2016 and the consequent cancellation resorted to by the respondent company, under proviso to Section 11(5) of the Act, the said cancellation being bad in law.
- iv. To restrain the respondent for its associates/agents from creating any third party rights in the plot in question allotted to the complainants.
- v. To direct the respondent to pay a sum of Rs. 25,00,000/- on account of grievance and frustration caused to the complainant by the miserable inhuman attitude, deficiency in service on part of the respondent and for causing mental agony to the complainants, along with interest from the date of filing the present complaint till its realization.
- vi. The registration, if any, granted to the Respondent for the project namely, "ALPHA INTERNATIONAL CITY, KARNAL(AICK)", situated in the revenue estates of Karnal, District Karnal, Haryana, under RERA read with relevant Rules may kindly be revoked under Section 7 of the RERA for violating the provisions of The Act.
- vii. To impose penalty on the respondents under section 61 of the Act for contravention of the provisions of the Act.
- viii. The complainant may be allowed with costs and litigation expenses of Rs. 2,50,000/-;



- ix. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the instant complaint.
17. During the course of arguments, learned counsel for the complainant reiterated the submissions made in the complaint file and pressed upon relief of possession of the unit in question upon payment of outstanding dues.
18. As per record, the notice issued to the respondent on 16.05.2025 for appearance and filing reply was returned to office undelivered. On the 1st date of hearing i.e on 22.07.2025 Adv. S. Krishna Murthy appeared on behalf of the respondent and requested to mark his presence. He further sought time to file reply. Thereafter, despite been given sufficient opportunities, i.e, approximately 204 days from first hearing, i.e., 22.07.2025 and imposition of cost, the respondent failed to submit the reply till 10.02.2026. The Real Estate (Regulation and Development) Act, 2016, being a beneficial legislation aims at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner. Thus, in light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deemed it appropriate to strike off the respondent's defence vide its order dated 10.02.2026 and proceed to decide the present complaint, as per


J. Rathee

record available on the file. Today, learned counsel for the respondent made an oral submission that the allotment of the unit had been cancelled on account of non payment of dues. The respondent sent various demand/ reminder letters to the complainant as is evident vide notice of termination dated 16.09.2016 annexed as Annexure C-5 of the complaint.

D. ISSUES FOR ADJUDICATION

19. Whether the complainant is entitled to relief of possession of the booked unit and quashing/cancelling/setting aside of the termination letter dated 06.10.2016?

E. OBSERVATIONS OF THE AUTHORITY

20. Factual matrix of the present case is that, the complainant had applied for booking of a commercial unit in the project of the respondent in the year 2015 by paying a booking amount of ₹ 2,00,000/-. Vide allotment letter dated 19.12.2015, the complainant was allotted unit bearing no.Booth No. 12, Shopping Centre, Sector 29, Alpha International City, Karnal for a total sale consideration of Rs. 19,92,705/-. It is the contention of the complainant that the respondent deliberately failed to execute a builder buyer agreement and further failed to obtain the licenses, approvals and certificates for the unit site. The respondent instead of developing the project within stipulated time had rather cancelled the allotment of the complainant vide termination letter dated 06.10.2016 after forfeiting the paid amount. The complainant has filed the



present complaint seeking quashing of the said termination letter and possession of the unit in question after payment of outstanding dues.

21. As per record defence of the respondent for filing reply got stuck after ample opportunities vide order dated 10.02.2026. Further, no oral arguments have been put forth by the counsel for the respondent.

22. Fact remains that the complainant in present case had merely made a payment of Rs 2,00,000/- as booking amount in respect of the unit in question on 16.11.2015. Thereafter no payment has been made by the complainant for reasons best known to her. The complainant has failed to place on record any documentary evidence to show that the complainant was interested in execution of a builder buyer agreement and the respondent failed to do so. The complainant has alleged that the respondent builder failed to obtain proper licence/ completion certificate in respect of the project, however, these parameters arrive at a later stage whereas the allotment of the complainant got terminated within a year i.e on 06.10.2016. It is noteworthy to observe that prior to issuing termination letter the respondent had issued a notice for termination dated 16.09.2016 which the complainant herself has annexed in the complaint. In the said letter, reference is made to various demand letter/reminder letter issued by the respondent to the complainant dated 26.12.2015, 23.03.2016, 25.04.2016, 08.06.2016, 28.06.2016 & 12.08.2016. The complainant in its complaint has nowhere denied receipts of these letters. Further the alleged letter dated 28.09.2016 sent by the complainant in

A handwritten signature in black ink, appearing to read 'Rathee', is written over a horizontal line.

response of notice for termination, to the respondent, does not bear any proper receiving/information of the designated official to whom the same has been delivered, thus the same cannot be relied upon. After sufficient opportunities, it was only vide termination letter dated 06.10.2016 that the allotment of the complainant was cancelled after deduction of 10% of basic sales price. In light of these facts, it is apparent that the complainant herself was not interested in pursuing her allotment qua the unit in question.

23. Now the main issue to be adjudicated by the Authority is whether the complaint is entitled to receive any relief as per provisions of RERA ACT, 2016 as on date, with this complaint being filed after 9 years from the date of cause of action, i.e the cancellation of the booking of the complainant vide letter dated 06.10.2016 and where the cause of action is prior to RERA coming into force. As observed in proceedings paragraphs, the complainant had severely defaulted in coming forward to execute an agreement and make payment in lieu of the booked unit. Despite being issued several reminder notices, complainant chose not to respond to the requests of the respondent which ultimately led to the cancellation of the booking of the unit in question along with forfeiture of money.

24. In this regard Authority observes that the cause of action for the present complaint first arose in the year 2016, when the complainant allegedly received the notice for pretermination. However, at that time, the complainant did not object or file any complaint against the respondent as per relevant law. Now the

complainant has filed present complaint seeking relief under provisions of RERA Act. As per record, the cause of action arose prior to coming into force of RERA ACT which came into effect from 01.05.2017. The complainant had ready remedy available as per law to prosecute her grievance at the time when the termination letter was issued to her on 06.10.2016. However, the complainant failed to do so for reasons best known to her. The complainant cannot be now allowed to seek relief which did not accrue in her favour at the time of the cause of action. As is apparent from record, the respondent had been relentlessly pursuing the complainant to come forward and execute a builder buyer agreement but the complainant chose not to. The respondent on its part had acted as per due diligence. It was the complainant who failed to act in violation of the terms agreed between the parties.

25. As such, complainant remained silent for a good number of approximately 10 years. Such inordinate delay indicates that the complainant failed to exercise due diligence and has raised the present claim long after the relevant cause of action arose. Further, the Authority notes that the complainant has failed to annex any documentary evidence showing that they ever communicated with the respondent for the purpose of seeking possession of the unit in question. The delay, coupled with the absence of any documented interaction between the parties weighs heavily against the maintainability of the present complaint.
26. It is a well-settled principle of equity that a litigant who sleeps over his rights for an inordinate period cannot later invoke the discretionary jurisdiction of a



judicial forum to revive a stale claim. The doctrine of delay and laches is founded upon the maxim *vigilantibus non dormientibus jura subveniunt* i.e the law assists those who are vigilant, not those who slumber over their rights. The Hon'ble Supreme Court has repeatedly held that courts may refuse relief where a party approaches the adjudicatory forum after unreasonable delay without satisfactory explanation. In **Union of India v. N. Murugesan (2022) 2 SCC 25**, the Court reiterated that the doctrine of laches involves negligence or remissness in asserting a right and that equitable relief may be declined where a litigant approaches the court after inordinate delay.

27. Closely allied to the doctrine of laches is the principle of acquiescence, which arises where a person, with knowledge of his rights, stands by and allows another party to act to its prejudice, thereby implying assent to the existing state of affairs. The Supreme Court has explained that while delay may bar a remedy, acquiescence may extinguish the very right itself. In **Power Control Appliances v. Sumeet Machines (P) Ltd. (1994) 2 SCC 448**, the Court observed that acquiescence implies conduct inconsistent with the enforcement of a right and may therefore preclude a litigant from raising the claim belatedly.
28. The Supreme Court has also emphasized that claims brought after long and unexplained delay ought not to be entertained as they disturb settled rights and create prejudice to the opposite party. In **State of Uttaranchal v. Shiv Charan Singh Bhandari (2013) 12 SCC 179**, the Court held that inordinate delay would "invite disaster for the litigant who knocks at the doors of the court belatedly,"



and that courts must guard against entertaining stale claims which upset settled positions created over time.

29. In further support, reliance is placed upon judgement dated 18.04.2024 passed by Hon'ble Apex Court in **Civil Appeal nos. 5027 of 2024 (@ Special leave Petition (civil) no. 30152 of 2018) Mrinmoy Maity versus Chhanda Koley** and others. Relevant part of the judgement is reproduced below for reference:-

"9. Having heard rival contentions raised and on perusal of the facts obtained in the present case, we are of the considered view that writ petitioner ought to have been non-suited or in other words writ petition ought to have been dismissed on the ground of delay and laches itself. An applicant who approaches the court belatedly or in other words sleeps over his rights for a considerable period of time, wakes up from his deep slumber ought not to be granted the extraordinary relief by the writ courts. This Court time and again has held that delay defeats equity. Delay or laches is one of the factors which should be born in mind by the High Court while exercising discretionary powers under Article 226 of the Constitution of India. In a given case, the High Court may refuse to invoke its extraordinary powers if laxity on the part of the applicant to assert his right has allowed the cause of action to drift away and attempts are made subsequently to rekindle the lapsed cause of action.

10. The discretion to be exercised would be with care and caution. If the delay which has occasioned in approaching the writ court is explained which would appeal to the conscience of the court, in such circumstances it cannot be gainsaid by the contesting party that for all times to come the delay is not to be condoned. There may be myriad circumstances which gives rise to the invoking of the extraordinary



jurisdiction and it all depends on facts and circumstances of each case, same cannot be described in a straight jacket formula with mathematical precision. The ultimate discretion to be exercised by the writ court depends upon the facts that it has to travel or the terrain in which the facts have travelled.

*11. For filing of a writ petition, there is no doubt that no fixed period of limitation is prescribed. However, when the extraordinary jurisdiction of the writ court is invoked, it has to be seen as to whether within a reasonable time same has been invoked and even submitting of memorials would not revive the dead cause of action or resurrect the cause of action which has had a natural death. In such circumstances on the ground of delay and laches alone, the appeal ought to be dismissed or the applicant ought to be non-suited. If it is found that the writ petitioner is guilty of delay and laches, the High Court ought to dismiss the petition on that sole ground itself, in as much as the writ courts are not to indulge in permitting such indolent litigant to take advantage of his own wrong. It is true that there cannot be any waiver of fundamental right but while exercising discretionary jurisdiction under Article 226, the High Court will have to necessarily take into consideration the delay and laches on the part of the applicant in approaching a writ court. This Court in the case of *Tridip Kumar Dingal and others v. State of W.B and others.*, (2009) 1 SCC 768 has held to the following effect:*

“56. We are unable to uphold the contention. It is no doubt true that there can be no waiver of fundamental right. But while exercising discretionary jurisdiction under Articles 32, 226, 227 or 136 of the Constitution, this Court takes into account certain factors and one of such considerations is delay and laches on the part of the applicant in approaching a writ court. It is well settled that power to issue a writ is discretionary. One of the grounds for



refusing reliefs under Article 32 or 226 of the Constitution is that the petitioner is guilty of delay and laches.

57. If the petitioner wants to invoke jurisdiction of a writ court, he should come to the Court at the earliest reasonably possible opportunity. Inordinate delay in making the motion for a writ will indeed be a good ground for refusing to exercise such discretionary jurisdiction. The underlying object of this principle is not to encourage agitation of stale claims and exhumed matters which have already been disposed of or settled or where the rights of third parties have accrued in the meantime (vide State of M.P. v. Bhailal Bhai [AIR 1964 SC 1006 : (1964) 6 SCR 261] , Moon Mills Ltd. v. Industrial Court [AIR 1967 SC 1450] and Bhoop Singh v. Union of India [(1992) 3 SCC 136 : (1992) 21 ATC 675 : (1992) 2 SCR 969]). This principle applies even in case of an infringement of fundamental right (vide Tilokchand Motichand v. H.B. Munshi [(1969) 1 SCC 110] , Durga Prashad v. Chief Controller of Imports & Exports [(1969) 1 SCC 185] and Rabindranath Bose v. Union of India [(1970) 1 SCC 84]).

58. There is no upper limit and there is no lower limit as to when a person can approach a court. The question is one of discretion and has to be decided on the basis of facts before the court depending on and varying from case to case. It will depend upon what the breach of fundamental right and the remedy claimed are and when and how the delay arose."

30. Thus, consequent upon the considerable consideration, the Authority is constrained to conclude that the present complaint is nothing but a luxurious litigation and a classic example of litigation to enrich oneself at the cost of another and to waste the precious time of this Authority. The Real Estate (Regulation and Development) Act 2016 is a beneficial/ social legislation enacted by the Parliament to put a check on the malpractices prevailing in the real estate sectors and to address the grievances of the allottees who have suffered due to the dominant position of the promoter (s).



31. In view of above-mentioned terms, Authority concludes that present complaint filed by the complainant is hereby dismissed for the reasons stated in the aforesaid paragraphs. **Disposed of.** File be consigned to the record room after uploading of the order on the website of the Authority.



DR. GEETA RATHEE SINGH
[MEMBER]

