



competent authorities, valid up to 06.05.2010. It is alleged that the said licence was granted subject to certain conditions, including a specific undertaking by the respondent to provide basic amenities within two years from the grant of the Occupation Certificate. However, according to the complainant, despite the lapse of nearly 17 years, the respondent has failed to develop the project and provide the requisite amenities.

3. It has further been submitted that the respondent had applied for grant of Part Completion Certificate for the project, which was allegedly rejected on account of deficiencies in the basic amenities and infrastructure within the project. The complaint however is silent as to whether any other approvals or permissions were subsequently obtained by the respondent and no details regarding list of allottees, occupation certificate or any other builder buyer agreement is available on record. The complainant has substantiated his claim merely on basis of Form LC-IV and V issued by DTCP, Haryana and a conveyance deed executed between one of the allottees and respondent. Nevertheless, from the averments made in the pleadings, particularly paragraph 9 of the complaint, it is apparent that several allottees are already residing in their respective allotted units.

Through the present complaint, the complainant association has sought directions against the promoter/respondent for provision of the following facilities and amenities;

*"1. To provide the allottees with a permanent electricity connection.*



2. *To construct the main road of the society.*
3. *To connect the sewerage to the Sewerage Treatment Plant.*
4. *To construct the main gate of the society for the security of its residents and make it a gated society.*
5. *To make adequate provisions for drinking water and connect the society with canal water.*
6. *To complete all his obligations in order to fulfill all the other basic requirements of the society in all complete aspects as per the conditions of the license and the builder buyer agreement.*
7. *Pay compensation to the tune of Rs. 1,00,000/- for causing harassment, mental agony to the Complainant and for indulging practices against the provisions of RERA Act 2016.*
8. *Pay Litigation Charges to the tune of Rs. 50,000/-.*
9. *Refund the amount charged as Maintenance/ operating cost i.e., Rs.....along-with interest @18% to the Complainant."*

4. A look at the relief clauses shows that the same do not fall under the scheme of the RERD Act. These facts ab-initio make the complaint unmaintainable. The complainant was given an opportunity vide order dated 15.01.2026 to substantiate how the present complaint was maintainable. Despite the detailed observations and specific timelines fixed by this Authority vide its order dated 15.01.2026, the complainant has failed to comply with the said directions till date, even after the lapse of more than four months no written submissions have been filed before this Authority by the complainant to substantiate the maintainability of the complaint or to prove the case.

5. Today again, counsel for the complainant appeared and sought a short accommodation on the ground that the main counsel was unavailable to



appear before this Authority. It is further observed that no service report with respect to the Dasti service has been furnished on record.

6. In view of above, it is pertinent to note that the complainant's case has to stand on its own legs and the complainant cannot ask his claim to be established on account of the weakness of the promoter's case. Reference is made to *Kedar Nath Kohli vs Sardul Singh*, 2003VIIIAD(DELHI)313, wherein the Hon'ble Delhi High Court upheld the maxim *Actori incumbit onus probandi*, meaning thereby that the burden of proof lies upon the party asserting a claim.
7. This Authority has gone through the contents of the complaint particularly the reliefs claimed therein. The Authority further takes note of the conduct of the complainant, specifically the non-compliance with the directions issued by this Authority, inasmuch as no written submissions were filed ample despite opportunity having been granted. Authority has also gone through the reliefs claimed in the complaint on record. Authority further takes note that most of these reliefs fall within the purview of the concerned departments, i.e., Town & Country Planning Department, Electricity Department etc.
8. Before proceeding further, it is apt to refer to relevant provisions of Section 31 of the Act, 2016, which speaks about the filing of the complaints before the Regulatory Authority or Adjudicating Officer and

also the relevant provisions which speaks about obligations of the promoter and rights and duties of the allottee.

**“Section 31- Filing of complaints with the Authority or the adjudicating officer.—(1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder, against any promoter, allottee or real estate agent, as the case may be. Explanation.—For the purpose of this sub-section “person” shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.**

**(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be 1 [prescribed].”**

A bare perusal of the Section 31 of the Act, 2016, indicates that any aggrieved person which includes an allottee, associations of allottee as defined in Rule 2(1)(c) or any voluntary registered consumer association, may approach the Regulatory Authority by filing a complaint. The important point to be noted is that the complaint must state therein violations or contraventions of the provisions of the Act, 2016. There could be a person who is aggrieved by some conduct of the promoter etc. Even if the grievance is genuine, for the Authority to entertain such a complaint, the grievance must lie within the confines of the RERD Act. Aforementioned section states that such complaint could be filed by an allottee against a promoter or by a promoter against an allottee. Even, the complaint may be filed against real estate agent. The perusal of this Section further makes it clear that the complaint in case of a promoter has to be related to the obligations or

violations as described in the Act, 2016. In other words, the Regulatory Authority cannot entertain any complaint against a promoter relating to a subject(s) which are not part of its "jurisdiction" to deal with.

The term "Jurisdiction" has been discussed by Hon'ble Delhi High Court in *S. Joginder Singh vs Nirmal Naini Mehra And Ors.* AIR1986DELHI305 decided on dated, 3 September, 1985. The relevant para numbers 13 to 15 of that order are reproduced below for ready reference;

*"13. As defined by Saunders in Words and Phrases, Second Edition, "By jurisdiction is meant the authority which a court has to decide matters that are litigated before it or to take cognisance of matters presented in a formal way for its decision. The limits of this authority are imposed by the statute, charter or commission under which the court is constituted and may be extended or restricted by the like means". According to Stroud's Judicial Dictionary Fourth Edition "Jurisdiction" of a validly constituted court connotes the limits which are imposed upon its power to hear and determine issues between persons seeking to avail themselves of its process by reference (1) to the subject-matter of the issue or (2) to the persons between whom the issue is joined or (3) to the kind of relief sought, or to any combination of these factors."*

*14. Thus "jurisdiction" is the power and authority conferred by law upon a court, judge or tribunal to decide the disputes and make judgments/orders authorised by law.*

*15. There are in general three jurisdictional elements in every valid judgment, namely, jurisdiction of the subject matter, jurisdiction of the person and the power or authority to render the particular judgment. Absence of any of these jurisdictional elements would render the judgment void and a mere nullity. Such an order would be open to attack or impeachment in collateral proceedings including execution proceedings.*

The above-described definition of “jurisdiction” indicates that the Court/ Authority must have the statutory mandate to take cognizance of the matter only when such matter is presented before it in accordance with the procedure laid. If a Court or the party bypasses any statutory procedure to grant or to get, as the case may be, the relief, such an order would be open to attack or impeachment in collateral proceedings including execution. It is apt to observe here that there can be no waiver of a statutory requirement which is imposed in public interest. It means that any order passed by judicial or quasi- judicial Authority beyond its jurisdiction is a nullity. In other words, any such Authority should dismiss a claim made *in limini*, if the subject matter is beyond its inherent jurisdiction, on the ground of non- maintainability of the petition/ complaint.

9. The fate of an order passed “without jurisdiction” by a Court or quasi-judicial Forum has been settled by Hon’ble apex Court in *Sunder Dass v/s Ram Prakash 1977 SCC (2) 662, decided on dated, 24th February 1977*, in the following manner;

*“Now, the law is well settled that an executing court cannot go behind the decree nor can it question its legality or correctness. But there is one exception to this general rule and that is that where the decree sought to be executed is a nullity for lack of inherent jurisdiction in the court passing it, its invalidity can be set up in an execution proceeding. Where there is lack of inherent jurisdiction, it goes to the root of the competence of the court to try the case and a decree which is a nullity is void and can be declared to be void by any court in which it is presented. Its nullity can*

*be set up whenever and whenever it is sought to be enforced or relied upon and even at the stage of execution or even in collateral proceedings. The executing court can, therefore, entertain an objection that the decree is a nullity and can refuse to execute the decree. By doing so, the executing court would not incur the reproach that it is going behind the decree, because the decree being null and void, there would really be no decree at all”.*

On similar lines, Hon’ble Delhi High Court in **S. Joginder Singh** (*supra*) has held at its para number 38, in the following manner;

*“An order without jurisdiction or a void order is no order at all. It confers no right on the person in whose favor it presses to be. It in no way binds the person against Whom it is made. Such an order would be treated as a nullity whenever and wherever and for whatever purpose it is sought to be used or relied on as a valid order. Such an order was incapable of execution.”*

Similar are the findings in other cases like **Kiran Singh and Ors vs Chaman Paswan and ors, 1954 AIR 340, decided on dated, 14<sup>th</sup> April 1954, Seth Hiralal Patni Vs. Sri Kali Nath, 1962 SCR (2) 747, decided on dated, 4<sup>th</sup> May, 1961.**

10. Having above discussed the law, which concludes that no judicial or quasi-judicial Authority can decide upon a subject matter that does not fall in its inherent jurisdiction, this Authority will examine what kind of subject matters, it can legally deal with on its quasi-judicial side?

**“Section 12. Obligations of promoter regarding veracity of the advertisement or prospectus.—***Where any person makes an advance or a deposit on the basis of the information contained in the notice, advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:*

*Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act."*

This section imposes an obligation on the promoter regarding veracity of the advertisement or the prospectus and if on the grounds mentioned in this Section, the promoter is found at fault with by the Authority, the allottee can withdraw from the project and will be entitled to get his entire investment returned along with interest and also the compensation. *Clearly this section does not cover the reliefs of the complainant as it does not speak of any relief under Section 31 of the Act, 2016 specifically when an allottee had elected to continue with the project and got the possession.*

***"Section 13. No deposit or advance to be taken by promoter without first entering into agreement for sale.—(1) A promoter shall not accept a sum more than ten per cent. of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force. (2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot, or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed."***

*Bare reading of this section reveals that it also does not cater to any relief for an allottee who has got the possession.*

***“Section 14. Adherence to sanctioned plans and project specifications by the promoter.—***

*(1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.*

*(2) Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make—*

*(i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:*

*Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.*

*Explanation.—For the purpose of this clause, “minor additions or alterations” excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.*

*(ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.*

*Explanation.—For the purpose of this clause, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as*



*companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

*(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act."*

A perusal of Section 14 of the Act, 2016 makes it clear that the allottee may approach the promoter for rectification of structural defects or the defects mentioned in Section 14, within the stipulated time of five years from the date of handing over the possession and the promoter is duty bound to rectify such defects without further charge within 30 days and if fails, it would entitle the allottee to receive appropriate compensation from the promoter. In other words, this section does not authorize the Regulatory Authority to pass directions of rectification of structural defects etc. *Clearly, the complainant is not entitled to file this complaint under section 14. Therefore, complaint's grievances are clearly not covered by this section.*

***"Section 15. Obligations of promoter in case of transfer of a real estate project to a third party.—(1) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority: Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or***

*buildings as the case may be, in the real estate project made by the erstwhile promoter. Explanation.—For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

*(2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees: Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder.”*

*A simple reading reveals that the relief sought by the complainant does not fall within the purview of this section.*

**“Section 16. Obligations of promoter regarding insurance of real estate project.—***(1) The promoter shall obtain all such insurances as may be notified by the appropriate Government, including but not limited to insurance in respect of— (i) title of the land and building as a part of the real estate project; and (ii) construction of the real estate project.*

*(2) The promoter shall be liable to pay the premium and charges in respect of the insurance specified in sub-section (1) and shall pay the same before transferring the insurance to the association of the allottees.*

*(3) The insurance as specified under sub-section (1) shall stand transferred to the benefit of the allottee or the association of allottees, as the case may be, at the time of promoter entering into an agreement for sale with the allottee.*



(4) On formation of the association of the allottees, all documents relating to the insurance specified under sub-section (1) shall be handed over to the association of the allottees.”

Bare reading of this section reveals that the complainant's case does not fall within the purview of this section also.

**“Section 17. Transfer of title.—** (1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

(2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the [completion] certificate.”

Once again, a simple reading of the aforementioned section reveals that the complainant's case does not fall within the purview of this section.

**“Section 18- Return of amount and compensation.—**



*(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*  
*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*  
*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: 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.*  
*(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force. (3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.”*

Section 18 of the Act, 2016 speaks about the right of the allottee who withdraw from the project and also about who does not, to get compensation from the Adjudicating officer only when the violations on the part of the promoter are established before the Regulatory Authority.

Section 18(1) of the Act, 2016 will not apply in the case in hand as the allottees had elected to continue with the project, meaning thereby not entitled to get compensation.

Section 18(2) will also not come into play in the case in hand as, the complainants have not raised any issue regarding defective title of the land to claim for compensation.

Section 18(3) of the Act, 2016 will also prima facie not have an application in the case in hand because the kind of reliefs the complainant has sought are not the one which falls in the jurisdiction of this Regulatory Authority to grant because neither of the Sections explaining obligations/duties of the promoter speaks about the competence of the Regulatory Authority to grant the relief so sought particularly when prima. In cases of such grievances, an allottee should rather avail the departmental remedy available, instead of approaching the Regulatory Authority, which has no jurisdiction to pass such directions to the department concerned, in the manner relief is sought.

**“Section 19. Rights and duties of allottees.—**

*(1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by the competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed with the promoter.*

*(2) The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity and other amenities and services as agreed to between the promoter and the allottee in accordance with the terms and conditions of the agreement for sale.*

*(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the*



- declaration given by the promoter under sub-clause (C) of clause (l) of sub-section (2) of section 4.
- (4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.
- (5) The allottee shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the apartment or plot or building as the case may be, by the promoter.
- (6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.
- (7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6).
- (8) The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such allottee.
- (9) Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same.
- (10) Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot or building, as the case may be.
- (11) Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided under sub-section (1) of section 17 of this Act."


11. Section 19 of the Act, 2016, has no application in the case in hand because it pertains to rights and duties of the allottee. Based on all facts and legal




position, Authority is of the view that the reliefs asked for cannot be considered and allowed by this Regulatory Authority.

In view of the aforesaid observation, Authority observes that the complaint is not maintainable before the Authority. Accordingly, present complaint stands **dismissed**. The complainant may approach other forums as per law that deal with these grievances.

File be consigned to record room after uploading of this order on the website.

  
.....  
CHANDER SHEKHAR  
[MEMBER]

  
.....  
DR. GEETA RATHEE SINGH  
[MEMBER]

  
.....  
PARNEET S SACHDEV  
[CHAIRMAN]