

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: March 27, 2026

(1) Appeal No. 1400 of 2025

Vijay Mittal resident of House No. 3L, Mittal Nursing Home, Model Town, Sonipat, Haryana, Pin Code- 131001.

Appellant.

Versus

ROF Infratech and Housing Pvt. Ltd. having registered office at Building No. 80, 1st Floor, Sector-44, Gurugram, Haryana, Pin Code-122003.

Respondent.

(2) Appeal No. 1409 of 2025

1. Rajiv Ohlan
2. Sanchit Mittal

Both residents of House No. 3L, Mittal Nursing Home, Model Town, Sonipat, Haryana, Pin Code- 131001.

Appellants.

Versus

ROF Infratech and Housing Pvt. Ltd. having registered office at Building No. 80, 1st Floor, Sector-44, Gurugram, Haryana, Pin Code-122003.

Respondent.

(3) Appeal No. 1412 of 2025

Hawa Singh Ohlan resident of AB-16, Mainwali Nagar, Paschim Vihar, West Delhi- 110087.

Appellant.

Versus

ROF Infratech and Housing Pvt. Ltd. having registered office at Building No. 80, 1st Floor, Sector-44, Gurugram, Haryana, Pin Code-122003.

Respondent.

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

Present: Mr. Chaitanya Singhal, Advocate
for the appellants.

ORDER:**DINESH SINGH CHAUHAN, MEMBER**

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 1400 of 2025.

2. Present appeal is directed against order dated 12.08.2025, passed by the Authority at Gurugram¹ whereby Complaint No.6183 of 2024 filed by the allottee was disposed of with the following directions:-

“H. Directions of the authority

25. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

i. The demand raised by the respondent "on Offer of possession" is set aside. The respondent is directed to raise demands in accordance with the agreed payment plan agreed between the parties in the buyer's agreement.

ii. The respondent is directed to offer the possession of the allotted unit to the complainant after obtaining completion/Part-completion certificate from the competent Authority.

iii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

26. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

27. Complaint stands disposed of.

28. File be consigned to registry.”

3. Factual matrix of the case is that the appellant/allottee booked a unit bearing no. B-35, measuring 150.7 sq. yds. in the project of the respondent/promoter, namely “ROF Normanton Park” located in Sector 36, Sohna, Gurugram, by paying an amount of

¹ Haryana Real Estate Regulatory Authority, Gurugram.

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Rs.9,00,000/-. Plot Buyer Agreement (PBA) was executed between the parties on 28.03.2022. As per clause 7.2 of the agreement, the due date of possession is 30.09.2026. Out of the total sale consideration of Rs. 65,29,402/-, the appellant/allottee had paid Rs.56,96,462/-. On 09.11.2024, respondent/promoter raised a final demand including add-on charges payable by the appellant/allottee. Aggrieved thereby, the appellant/allottee preferred the complaint before HRERA, Gurugram seeking quashing of illegal demands raised towards fitment and administrative charges.

4. Stand of the respondent/promoter before the Authority is that the demands were raised in accordance with the terms of the PBA and the appellant/allottee had agreed to such charges at the time of execution of the agreement.

5. After considering rival contentions of the parties, the Authority disposed of the complaint vide impugned order, operative part whereof has been reproduced in para 2 of this order.

6. Aggrieved by the said order, the appellant/allottee has preferred the present appeal, primarily on the ground that the Authority failed to adjudicate upon the legality of the fitment and administrative charges.

7. We have heard learned counsel for the appellants and given careful thought to the facts of the case.

8. The grievance of the appellant/allottee that the Authority failed to decide the issue of legality of such charges is misconceived. Upon bare perusal of the impugned order, it is evident that the Authority duly considered clauses 1.16 & 1.17 of the PBA. The Authority has clearly held therein that the subject charges are contractually payable by the appellant/allottee as per these specific

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clauses. The payment plan expressly provides that such charges are payable at the stage of offer of possession. Admittedly, possession has not yet been offered. In these circumstances, the Authority has adequately safeguarded the interest of the appellant/allottee by directing that demands be raised strictly in accordance with the agreed payment schedule.

9. Even otherwise, it is well settled that charges expressly stipulated in an agreement voluntarily executed by the appellant/allottee, are legally binding and cannot be questioned in the absence of any material showing them to be contrary to statutory provisions. *Pacta sunt servanda* governs such freely agreed terms.

10. In view of the foregoing discussion, we find no infirmity or illegality in the impugned order passed by the Authority. The present appeals deserve outright dismissal as an instance of luxury litigation, the allottees having sought to re-agitate settled contractual obligations despite the Authority having granted all admissible reliefs. Accordingly, the appeals stand dismissed.

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

12. Files be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

March 27, 2026/mk