

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

Date of Order: 27.01.2026

Name of the Builder		Pareena Infrastructure Private Limited & Armed Forces Official Welfare Organization & Meenakshi Trehan & Rahul Trehan & Rita Trehan	
Project Name		Micasa	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/3585/2024	Pratibha Singh Sidhu V/S Pareena Infrastructure Private Limited & Armed Forces Official Welfare Organization & Meenakshi Trehan & Rahul Trehan & Rita Trehan	Bindu Dass (Complainant) Prashant Sheoran (Respondent)
2.	CR/3587/2024	Pratibha Singh Sidhu V/S Pareena Infrastructure Private Limited & Armed Forces Official Welfare Organization & Meenakshi Trehan & Rahul Trehan & Rita Trehan	Bindu Dass (Complainant) Prashant Sheoran (Respondent)

CORAM:

Arun Kumar

Chairman

Phool Singh Saini

Member

ORDER

- This order shall dispose of all the 2 complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Micasa", sector-68, Gurgaon being developed by the respondent/promoter i.e., Pareena Infrastructure Private Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of possession and delayed possession charges.
 3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project: "Micasa" at Sector 68, Gurgaon							
Possession clause in the agreement 7							
Schedule for possession of the said unit/Apartment for residential purposes The promoter agrees and understands that timely delivery of possession of the unit/apartment for residential purposes alongwith parking to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017 is the essence of the agreement.							
1. Occupation certificate- 03.06.2024							
2. DTCP License - 111 of 2013 dated 30.12.2013 valid up to 12.08.2024 (area 10.12 acre) , 92 of 2014 dated 13.08.2014 valid up to 12.08.2019 (area 0.64 acre) ,94 of 2014 dated 13.04.2014 valid up to 12.08.2024 (area 2.73 acre)							
3. RERA registration 99 of 2017 dated 28.08.2017 valid upto 30.06.2022.							
Sr	Complaint no./title/ date of filing	Unit No. and area and measu ring (Carpet area)	Date of execution of apartment buyer's agreement	Due date of possession & Offer of possession	Total sale consideration and amount paid by the Complainan t (s)	Demand letter, reminder , pre cancellation and cancellation letter	Relief Sought
	Reply status						

1	CR/3585/2024 Pratibha Singh Sidhu VS Pareena Infrastructure Private Limited & Armed Forces Official Welfare Organization & Meenakshi Trehan & Rahul Trehan & Rita Trehan DOF- 06.08.2024 RR by R1 02.04.2025 RR by R 2 to R4 -Struck off vide order dated 09.07.2025	2701, Tower-5, 27 th Floor 1245 sq. ft. (super area), (Page 69 & 55 of complain t)	03.01.2022	30.06.2022 Offer of possession- Not offered	TSC: Rs.77,77,41 7.50/- (excluding of applicable taxes and charges) (as per payment schedule on page 95 of complaint) AP: Rs.15,53,642 /- (as per soa dated 11.12.2025 as submitted by the respondent)	Demand letter- 16.05.2023 07.06.2023 Pre cancellation- 07.10.2023 Cancellation- 21.02.2024	Restore allotment, Withdraw cancellatio n letter, Accept remaining payment, Conveyanc e deed
2	CR/3587/2024 Pratibha Singh Sidhu VS Pareena Infrastructure Private Limited & Armed Forces Official Welfare Organization & Meenakshi Trehan & Rahul Trehan & Rita Trehan DOF- 06.08.2024 RR by R1 30.04.2025 RR by R 2 to R4 -Struck off vide order dated 09.07.2025	2702, Tower-5, 27 th Floor 1245 sq. ft. (super area), (Page 64 & 101 of complain t)	03.01.2022	30.06.2022 Offer of possession- Not offered	TSC: Rs.77,77,41 7.50/- (excluding of applicable taxes and charges) (as per payment schedule on page 90 of complaint) AP: Rs.15,41,914 /- (as per soa dated 11.12.2025 as submitted by the respondent)	Demand letter- 16.05.2023 , Pre cancellation- 07.10.2023 Cancellation- 21.02.2024	Restore allotment, Withdraw cancellatio n letter, Accept remaining payment, Conveyanc e deed

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviations Full form

DOF- Date of filing complaint

TSC- Total Sale Consideration

AP- Amount paid by the allottee(s)

RR-Reply Received

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession and delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/3585/2024 Case titled as Pratibha Singh Sidhu VS Pareena Infrastructure Private Limited & Armed Forces Official Welfare Organization & Meenakshi Trehan & Rahul Trehan & Rita Trehan** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.
 - A. **Project and unit related details**
7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:
CR/3585/2024 Case titled as Pratibha Singh Sidhu VS Pareena Infrastructure Private Limited & Armed Forces Official Welfare Organization & Meenakshi Trehan & Rahul Trehan & Rita Trehan

S. N.	Particulars	Details
1.	Name and location of the project	"Micasa", sector-68, Gurgaon
2.	Nature of the project	Group Housing
3.	Project area	12.25085 acres
3.	DTCP license no.	111 of 2013 dated 30.12.2013 valid up to 12.08.2024 (area 10.12 acre) 92 of 2014 dated 13.08.2014 valid up to 12.08.2019 (area 0.64 acre) 94 of 2014 dated 13.04.2014 valid up to 12.08.2024 (area 2.73 acre)
4.	REERA Registered/ not registered	Registered vide no. 99 of 2017 issued on 28.08.2017 up to 30.06.2022
5.	Allotment letter	29.12.2021 (page 55 of complaint)
6.	Name and location of the project	"Micasa", sector-68, Gurgaon
7.	Unit allotted	2701, Tower-5, 27 th Floor (page 69 of complaint)
8.	Unit admeasuring area	1245 sq. ft. (super area), (page 55 of complaint)
9.	Date of builder buyer agreement	03.01.2022 (page 61 of complaint)
10.	Possession Clause	7 Possession clause in the agreement Schedule for possession of the said unit/Apartment for residential purposes- The promoter agrees and understands that timely delivery of possession of the unit/apartment for residential purposes alongwith parking to the allottee(s) and the common áreas to the associtaion of allottees or the competent auhtority , as the case may be, as provided under Rule 2(1)(f) of Rules, 2017 is the essence of the agreement.
11.	Due date of possession	30.06.2022
12.	Total sale consideration	Rs.77,77,417.50/- (excluding of applicable taxes and charges)

13.	Total amount paid by the complainant	(as per payment schedule on page 95 of complaint) Rs.15,53,642/- (as per soa dated 11.12.2025 as submitted by the respondent) However, the respondent has submitted lates SOA wherein Rs. 15,53,642/- is paid by the complainant
14.	Occupation certificate	03.06.2024 (page 45 of reply)
15.	Offer of possession	Not offered
16.	OC applied on	13.05.2023 (Page 133 of complaint)
17.	Demand letter, Reminder letter	16.05.2023, 07.06.2023 (page 35-38 of reply)
18.	Pre-cancellation letter	07.10.2023 (page 140 of complaint)
19.	Cancellation letter	21.02.2024 (page 142 of complaint)

B. Facts of the complaint

8. The complainant has made the following submissions: -

- i. That the complainant is a citizen of United Kingdom, holding nationality and passport of the United Kingdom. Since the complainant originally belongs to India, therefore, upon renunciation of her Indian nationality/ citizenship, and simultaneously being granted the nationality of United Kingdom, she applied for the Overseas Citizen of India (OCI) program as promulgated by Govt. of India. The said OCI request of complainant was duly approved by the Govt. of India and complainant was, accordingly, accorded with the status of OCI. The complainant presently resides at London (U.K.) and works with John Lewis Partnership. The present complaint is being filed on behalf of the complainant by Mr. Rahul Trehan, duly authorized vide Special Power of Attorney dated 06.03.2024.

- II. That the complainant along with Late Captain Vijay Kumar Trehan herein, are allottees of two, 2-bhk (type-ii) flats, measuring 1245.00 sq. feet each and bearing nos. 2701 & 2702 on 27th floor of tower no. -5 in the group housing project of "micasa" and which was undertaken to be developed by the respondent no.1 at Sector-63, Gurgaon, Haryana.
- III. That the respondent no. 1, herein is a company duly incorporated under the provisions of the Companies Act 1956. The respondent no. 2, armed forces officials welfare organisation is a society registered under "The Societies Registration Act 1860" who claims to be working towards the welfare of veterans as well as their families of Armed Forces. The respondent no. 3 Ms. Meenakshi Trehan (Daughter), respondent no. 4 Mr. Rahul Trehan (Son) and respondent no. 5 Mrs. Rita Trehan (Wife) are the Legal Heirs of Late Captain Vijay Kumar Trehan, who is the allottee of the said flat alongwith the complainant herein. The surviving members of the Late Captain Vijay Kumar Trehan, daughter, son and wife respectively, who are respondents no. 3 to 5 in the present complaint, have given no objection certificates (**nocs**) for filing of present complaint by the other allottee of the said flat i.e., Ms. Pratibha Singh Sidhu, who is also an allottee of the said flat along with their father Late Captain Vijay Kumar Trehan.
- IV. That the complainant who was in search for finalizing some residential property for herself in India, along with Late Captain Vijay Kumar Trehan came into the contact of the respondent no. 1, through the respondent no. 2. The respondent no. 2, is a society, who claims to be working towards the welfare of veterans as well as their families of Armed Forces. The respondent nos. 1 & 2, out of their certain internal commercial understanding, which is not known to the complainant, had joined hands for the purpose of marketing and selling of the said project, being developed by respondent no. 1 at Sector-68, Gurgaon, Haryana.

V. That the complainant was travelling to India in the month of November, 2021 and during the said visit, she was informed that respondent no. 2, being an organization of veterans, are in collaboration with respondent No. 1, for the purpose of developing and constructing the project, namely, MI CASA, situated at Sector - 68, Gurgaon, Haryana. Since complainant's brother in law, namely, Late Captain Vijay Kumar Trehan (since deceased), was also an Air Force Veteran and thus, was in connect with the functionaries of respondent no. 2, therefore, on the advice and recommendation of Late Captain Vijay Kumar Trehan (since deceased), the complainant, believing on representations and warranties, as provided by respondent nos. 1 & 2, in respect of the said project, decided to proceed further and accordingly, secured an allotment of flat no. 2701 on 27th floor of tower no. -5, admeasuring 1245 sq. ft., of the said project. An agreement for sale/ apartment buyer agreement dated 03.01.2022 were executed by and between complainant and Late Captain Vijay Kumar Trehan, on one side and respondent no. 1, on the other side. After the execution of the said ABA for the said flat, the complainant and Late Captain Vijay Kumar Trehan were requested by respondent no. 2, to enter into a tripartite agreement, by and between the allottees (complainant and Late Vijay Kumar Trehan) and respondent nos. 1 & 2. It was told to complainant and Late Captain Vijay Kumar Trehan by the respondents, that the said tripartite agreement 21.01.2022, would be an aid and assistance to the ABA. Accordingly, relying on representations and warranties as given by the respondents, complainant and other Allottee (Late Captain Vijay Kumar Trehan) entered into the said tripartite agreement dated 21.01.2022 in respect of the flat no. 2701. In this premise, it is also relevant to mention herein that insofar as allottee, namely, Late Captain Vijay Kumar Trehan, is concerned, he was

merely included as allottee to look after and facilitate the process of allotment.

VI. That in accordance to the terms and conditions which were stipulated in the said ABA read with the tripartite agreement in respect to the said flat, the complainant was required to pay the final consideration amount of Rs.77,77,417/- in respect of flat bearing no. 2701 in following manner:

Possession Linked Plan

- At the time of booking - Booking amount (10% of Total Sale Value) - Rs.7,77,741.75
- At the time of allotment - 10% of the Total Sale Value - Rs.7,77,741.75
- On applying of Occupancy Certificate - 80% of the Total Sale Value + Registration Charges + Stamp Duty + Other Charges - Rs.62,21,934/-

VII. That the total amount, which complainant was required to pay in respect of the two flats, being flat no. 2701 and 2702, is cumulatively Rs. 1,55,54,835/- (one flat costing Rs.77,77,417.50). Out of the said total price of Rs.1,55,54,835/- the major part i.e., Rs.1,24,43,868/- was only to be paid by complainant at the time when OC was applied and granted. In the said background, it is pertinent to mention herein that complainant, despite having no knowledge/ information as to whether the OC, which is stated to be have been applied by the respondent no. 1, has been approved/ granted by the concerned competent authority, has till date paid a total cumulative amount of Rs. 72,13,313/- against two flats. In addition to the said Rs. 72,13,313/-, complainant has also transferred a sum of Rs.39,91,893, therefore, bringing the total cumulative to Rs. 1,12,05,206/-

In this background, when out of the total cumulative liability of Rs.1,55,54,835/, a sum of Rs. 1,12,05,206/- has already been paid by complainant, there is no justifiable reason, whatsoever, on the part of the respondents, to proceed with cancellation of the said flats. The details of payments which have been made by complainant to respondent no. 1, till date in respect of the said flats, are provided here under:

TRANSACTION TABLE

Sl. NO	Date	AMOUNT	MODE	IN RESPECT OF FLATS
1.	29/12/2021	1,00,000	RTGS	2701
2.	25/06/2021	7,32,740	RTGS	2702
3.	25/06/2021	8,09,174	RTGS	2702
4.	29/12/2021	6,77,742	NEFT	Common payment
5.	05/04/2022	7,93,557	NEFT	Common payment
6.	04/01/2024	25,21,497	NEFT	Common payment
7.	04/01/2024	14,70,396	NEFT	Common payment
8.	14/02/2024	100	NEFT	Common payment
9.	14/02/2024	2,00,000	NEFT	Common payment
10.	14/02/2024	3,00,000	NEFT	Common payment
11.	14/02/2024	10,00,000	NEFT	Common payment
12.	14/02/2024	11,00,000	NEFT	Common payment
13.	15/02/2024	15,00,000	NEFT	Common payment
	TOTAL.	1,12,05,206		

VIII. That some receipts for the payments which have been made by complainant, have been purposely and deliberately not issued by the respondent no. 1. The complainant persistently kept on following-up with respondent no. 1 with regards to the status of construction and development of the said project, and on every occasion, complainant made such requests and follow-up, she was assured that construction and

development work over the said project site is on full swing and was further told that the project is expected to be completed by early 2024.

IX. That on 05.02.2022, the allottee of the said flat, namely, Late Vijay Kumar Trehan, who was brother-in-law of complainant, unfortunately left for his heavenly abode. Since the address, which was provided by complainant at the time of booking of the said flats, and which was also duly inculcated in the tripartite agreement, belonged to Late Vijay Kumar Trehan, therefore, complainant informed representatives of the respondent no. 2 through Whatsapp dated 11.02.2022, that all further communications, if any, in respect to the said flats be only sent to her London address and via email, soon after the death of other allottee i.e. Late Captain Vijay Kumar Trehan and that was responded by one of the representative of respondent no. 2 i.e. is AFOWO. In this respect the respondents were also informed of the change in the correspondence address through E-mail dated 10.02.2024, sent by the complainant.

X. That the complainant received an email on 10.10.2023 from respondent no. 1, wherein certain purported pre-cancellation letter for the said flats were stated to be enclosed. It was further mentioned in the said email that complainant should clear dues within 15 days from the date of such pre-cancellation notice. The complainant, being shocked by the tone and tenor of the said email, immediately replied, *vide* email dated 12.10.2023, whereby complainant apprised respondents, that until and unless some concrete document, substantiating that the OC has not only been applied but has also been obtained, is shared with complainant, complainant is not under any legal obligation to pay the remainder of the consideration in respect of the said flats. The said email dated 12.10.2023 as sent by complainant to respondents, was not replied and on account thereof, complainant, *vide* email dated 20.10.2023, again reminded respondent no.

1 & 2, with regards to the issues as raised in the email dated 12.10.2023 and further shared some videos of the project site, which would be sufficient to prove that the project site, as on then date, was not habitable. The said email was replied by the respondent no. 1, *vide* email dated 21.10.2023, wherein, while preferring hush over the issues and concerns as raised by complainant earlier, to respondent no. 1, only informed that partial OC for Tower- 4 & 5 has been applied and it was further informed by respondent no. 1, that work on the project is in progress and the same will be completed shortly. Along with the said email, some application, under the disguise of OC, was enclosed. The said enclosure, which was appended to the email dated 21.10.2023 was not OC, but merely an application, addressed to Director, Town & Country Planning, Haryana, Chandigarh, whereby it was requested by Respondent No. 1, to grant OC in respect of Tower - 4 & 5 along with commercial community building, nursery school and some EWS units.

XI. That the complainant kept on following with respondent, to know the exact status of the said project, however all efforts of the complainant to that effect yielded no response from the respondents. It is apposite to mention herein that during this period, some letters were issued by the respondent no. 1, in respect of the said Flats. Some of the said notices/ letters were received on email by complainant. The complainant, upon receipt of such notices/ letters, immediately contacted over the telephone with Mr. Bhupendra and Ms. Himanshi, representatives of the respondents. The complainant was assured by the above-mentioned persons that everything is on track and there is nothing to worry about and the letters/ notices under reference are just standard and routine communication and, therefore, complainant should not be apprehensive about the same. It was further told to complainant by the abovesaid persons that since

complainant was scheduled to visit India in the month of January, 2024, accordingly, complainant can pay the remainder balance pertaining to the said flats after physically verifying the habitable condition of the said project. The complainant had no reason to not believe on such assurances as given to her. Accordingly, complainant arrived in India in first week of January, 2024. Before complainant's travel, complainant had also transferred a sum of Rs.39,91,893/- to the account of respondent no. 2, against the part consideration of the abovesaid flats on 04.01.2024. The said amount of Rs.39,91,893/- which was transferred from complainant's bank account, maintained at HSBC, London, was stated to be kept in abeyance due to some technical and legal issues, having crept in the bank account (Central Bank of India, bearing Current A/c. No. 3496772094) of respondent no. 2.

XII. That thereafter the complainant has received back the amount kept in abeyance of Rs. 39,91,893/- from her bankers in her account on 03.04.2024. It is submitted that immediately upon receiving back the above said amount of Rs. 39,91,893/-, the complainant immediately enquired with her bank, whereby she was informed that the said amount has been reversed due to certain technical errors in the bank account of respondent no. 2, where the said money was transferred by complainant. It is further submitted that upon receiving back the above-mentioned amount, complainant immediately wrote an email to respondent No. 1 & 2 requesting them to provide correct bank details with SWIFT code, so that she could immediately transfer the said amount again to the bank account of respondents, but the above said email has not been responded to by respondents till date.

XIII. That the complainant kept on following-up with the respondents for receipt of above-mentioned payment of Rs.39,91,893/- and to that effect,

several WhatsApp messages were exchanged by and between complainant and Mr. Bhupender and Ms. Himanshi. Even an email dated 01.02.2024 was sent to respondent no. 2, whereby respondent no. 2, was called upon to issue receipt of the abovesaid payment of Rs.39,91,893/-. By the said email, complainant had also requested respondent no. 2, to apprise complainant as to how much is the balance, which complainant is required to pay in respect of the said flats, so that complainant could arrange the same. The said email was never replied by the respondents.

XIV. In the above facts and circumstances, it is apparent on record that the purported cancellation notice dated 21.02.2024, which the respondents, have issued *qua* complainant and late captain Vijay Kumar Trehan in respect of the said flat is not only untenable but also appears to have been issued in order to usurp the legitimate rights and interests of complainant. It is quite strange to note that when a considerable amount, thereby, totaling a sum of Rs.1,12,05,206/- against cumulative liability of Rs.1,55,54,835/- arising out of the said two flats, have been duly paid by complainant, the respondents have the audacity to issue frivolous cancellation notice in order to browbeat complainant so that they could surrender the said flat. Strangely, when complainant visited the offices of the respondent no. 1, complainant was told that the only viable option available at the disposal of complainant is to retain one flat and to forego the second flat and whatever residual amount, that would be left after deducting penalties, *etc.* in respect of the flat, which complainant was instructed to forego, the same shall be adjusted in the price of the first flat. The complainant vehemently rejected the said proposal since complainant maintains this aspect consistently that there has been no default on the part of complainant insofar as the payment of consideration in respect of the said flats are concerned. Not only this, complainant has categorically

mentioned that if there has been any delay attributable on the part of complainant, complainant was more than willing to pay reasonable interest on such delay, if any. However, the respondents are adamant on their diktat that complainant should surrender the flats and should succumb to all illegitimate demands, which were put to her by the respondents. The complainant, therefore, states that such *mala fide* and malicious conduct on the part of the respondents, to browbeat and intimidate complainant, who is a lady and currently located at London and has no one to take care of her, is entirely unwarranted and uncalled for.

XV. That the complainant, being aggrieved by the said misdeeds and misconduct of the respondent no. 1, issued a legal notice dated 18.03.2024, demanding that the said purported cancellation be withdrawn and allotment of complainant towards said flats be revived. The said legal notice was duly served upon the respondent no. 1 on 19.03.2024 and 21.03.2024 and to the respondent no. 2 on 19.03.2024, both via speed post, as well as through email on 20.03.2024. However, the respondents have neither complied with the said legal notice, nor have they replied to the same.

XVI. That despite the payment of almost the entire consideration amount in respect of the allotted flats by the complainant, the respondent no. 1 has cancelled the allotment of the complainant and Late Captain Vijay Kumar Trehan, illegally and without following due process. In the circumstances, the complainant is constrained to approach this Hon'ble Authority to seek directions from this Hon'ble Authority to be issued to the respondent no. 1 to withdraw the cancellation of and reconfirm the allotment of the said flat in the name of the complainant and pay compensation to the tune of Rs.5,00,000/- for mental and physical harassment and financial loss suffered by complainant, due to the misconduct as explained hereinabove,

on part of respondents. Further as the personal endeavours on complainant's part to recover her investment on the said project from the respondents' have not yielded any fruitful result, the complainant is constrained under section 31 of the Act to approach the present authority. Hence the present complaint.

XVII. That the respondent no.1 has raised an issue that when the complaint has been filed by Mr. Rahul Trehan being the Special Power of Attorney Holder of the complainant, as to why Mr. Rahul Trehan has been arraigned as respondent in the complaint. The complainant is a woman of 54 years, who is spinster and is presently employed in United Kingdom, where she lives and work for gain. The complainant, in the month of January 2024, had travelled to India and was in India from 26.12.2023 to 07.03.2024 Since the complainant had to go back to United Kingdom again, therefore, in order to ensure that the present complaint as filed before this Hon'ble Authority is properly prosecuted, appointed Mr. Rahul Trehan, who is her nephew. The said flats were booked in joint name of the complainant and Late Vijay Kumar Trehan, who is father of Mr. Rahul Trehan. It is submitted that since Late Vijay Kumar Trehan was the co-allottee of the said two flats, therefore, after his demise, all Class I legal heirs of Late Vijay Kumar Trehan, including Mr. Rahul Trehan, had given their No Objection Certificates in favour of the complainant to institute and maintain the present complaint before this Hon'ble Authority.

XVIII. That insofar as Mr. Rahul Trehan being arraigned as proforma respondent no. 1 is concerned, it is precisely on the ground that he, apart from being SPA of the complainant, only confined to the purpose of signing the pleadings to be filed before this Hon'ble Authority in respect of the present complaint and for nothing else, as the SPA itself would reveal and demonstrate. Insofar as the allotment of the said flats are concerned, it is

undisputed and admitted position that it is in the joint name of the complainant and Late Vijay Kumar Trehan (survived by his class I legal heirs). The fact of the matter is that the conveyance related procedures in respect of the said flats, subject to outcome of the present complaint, has to be completed in favour of allottees of the said flats i.e. in favour of the complainant and Class I legal heirs of Late Vijay Kumar Trehan.

XIX. The Special Power of Attorney dated 06.03.2024, by means of which, Mr. Rahul Trehan (who is also one of the Class I legal heirs of the co-allottee) is proper and valid inasmuch as at the time, when the special power of attorney was executed and notarized, the complainant was in India. It is submitted that the complainant, by means of her complaint, as filed before this Hon'ble Authority along with the supporting documents, more particularly, the banking transactions, has proved beyond doubt that the payments have been made to the respondent no. 1 & 2, as and when, it was directed by them to do so.

XX. The plea, albeit frivolous, as set out by the respondent no. 1 that since the substantial payments were being made to respondent no. 2, in respectful submission of the complainant, cannot usurp the legitimate rights and interest of the complainant against the respondents No.1. It is again an admitted and undisputed position that the respondent no. 1 & 2 are in unholy nexus inasmuch as that there exist documents on record (which is not denied by the respondent no. 1) at page 100-105 of the complaint, which has been signed by both the respondent no. 1 & 2 with the complainant.

XXI. Written submissions filed by the complainant has been taken on record and perused further.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):

- i. Direct the respondent no. 1 to forthwith restore the allotment of complainant and thereafter execute and register the conveyance deed.
 - ii. Direct the respondent no. 1 to forthwith withdraw the purported cancellation letter dated 21.02.2024.
 - iii. Direct the respondent no. 1 to accept the payment of Rs. 83,41,522/- being remainder balance arising out of the total sale consideration of Rs. 1,55,54,835/- in respect of the flat no. 2701 & 2702 from the complainant without any interest or penalty.
 - iv. Direct the respondent to pay compensation of Rs. 5,00,000.- for mental and physical harassment and financial loss suffered by the complainant and litigation expenses of Rs. 1,00,000/-
10. 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 no. 1 :

11. The respondent has contested the complaint on the following grounds.
- i. That power of attorney on the basis of present complaint is filed is false and bogus document. The present complaint has been filed allegedly by some Rahul Trehan alleged to be power of attorney of Pratibha Singh Sindhu. The said power of attorney is legally not valid and the complainant Rahul Trehan has no right to file any complaint on behalf of Pratibha . A bare look at the said power of attorney, reveals that the Pratibha permanent resident of United Kingdom and legally, if a person residing out of India, then in order to appoint a power of attorney, then in that case said power of attorney must be executed through proper channel. It is submitted that in such cases the executant must execute a power of attorney which needs to be duly executed by concerned Indian Embassy situated in the relevant country. That thereafter said power of

attorney needs to be verified by the beneficiary through DC of local jurisdiction and said DC verified it through the Indian Embassy of the concerned country in order to authenticate the power of attorney. That thereafter concerned Tehsildar endorsed said power of attorney and the beneficiary shall affix appropriate stamp duty on the same and only thereafter a power of attorney can be said to be legally valid power of attorney. However in the present case apparently no such procedure was followed by the complainant, there is legally present complaint is not maintainable in the eyes of law, as the alleged power of attorney is not validly/legally executed. It is further submitted that merely an address of Rajasthan is mentioned, does not prove that when the said power of attorney was executed said Pratibha was in India. That authority must direct the complainant to produce passport of said Pratibha and register of concerned notary public as only these documents can prove valid execution of power of attorney under section 35 of RERA.

- ii. That present complaint is also not maintainable because earlier similar complaint has been filed by complainant and same was dismissed because one of the allottee was expired and authority directed to file fresh complaint along with succession certificate. That admittedly no such succession certificate issued by court of competent jurisdiction is annexed with present complaint. It is further submitted that complainant had annexed few no objection certificate but still had not impleaded them as complainants to present complaint. It is further submitted the merely because other co-allottee have allegedly given their no objection, does not make present complaint maintainable.
- iii. That present complaint is also not maintainable because earlier similar complaint which has been filed by complainant and was dismissed because complainant had merged two different causes of action qua two

different unit and in the present complaint as well complainant merged pleading of two different units without bifurcating the cause of action. That even no payment details were given by complainant as to which payment and how much payment was given by complainant qua each unit. That said conduct in itself clears the fact that complainant never paid said amount against the unit in question. That vide order dated 12-09-2024 Hon'ble Authority also directed the complainant that "The counsel for the complainant states that they had paid an amount of Rs.1,12,00,000/- (apprex.) w.r.t. two unit in the same project and total sale consideration is Rs.77,77,418/- for each unit. The counsel for the complainant to clarify the actual amount paid by them w.r.t. the unit under question." However till date no such details were given by complainant.

- iv. That except those payment qua which receipts were issued by respondent were admitted to be correct and other payments as alleged to be paid against unit in question is denied. The complainant had not annexed any document to prove that any imitation was given to respondent that complainant had paid against their unit or alleged payment was made against which unit. Moreover, without bifurcation of amount it is impossible to ascertain which payment was made against which unit or how much is to be adjusted. That after receiving of present complaint, respondent enquired about alleged payments and came to know that some of the payment was received by respondent but same is in suspense account because earlier there was no intimation from any allottee as to who has made the said payment. That on further enquiry it came to notice of respondent out of total amount alleged to be paid by complainant and amount of Rs. 25,21,497 and Rs. 14,70,396 alleged to be paid on 04-01-2024 as mentioned on page 134 to 137 were never received by

respondent. Thus, total amount which was ever received by respondent is Rs. 72,13,313 and out of said amount, respondent has knowledge of Rs. 15,67,284 as mentioned in cancellation letter and rest of the amount came into knowledge of respondent after filing of present complaint only. Thus, it is not the fault of respondent if only an amount of Rs. 15,67,284 is mentioned as total amount received. That even otherwise allottee had not paid complete amount as demanded by respondent. The said account statement clearly shows that no such payment as alleged by complaint was ever received by respondent. That complainant herself admitted that said amount was received by her in her account on 03-04-2024. Moreover it is submitted that unit was already cancelled by respondent no. 1 on 21-02-2024.

- v. That complainant & respondent no 2 approached the respondent no 1 for allotment of a unit in favor of complainant. Now if any dispute arises between complainant and respondent no 2 , respondent can't be made liable for the same. That respondent no 2 is neither partner nor broker nor associate of respondent no. 1, rather respondent no 2 acted on behalf of complainant.
- vi. That the complainant has no right to combine demand/payment of two different units in one. It is denied that there can be a cumulative sale consideration of of Rs. 1,55,54,835. It is denied complainant had to pay an amount of Rs. 1,24,43,868 at the time of Oc was applied and granted. It is submitted that it is specifically mentioned in Agreement that 80% of total sale value + registration charges + stamp duty + other charges wer to be paid at the time of applying of Occupancy certificate. It is nowhere mentioned that said amount was to be demanded at the of grant of OC. It is submitted that initially OC was applied on 13-05-2023 & same was granted on 03-06-2024 i.e much prior to filing of present complaint. It is

denied that till date complainant had paid total cumulative amount of Rs. 72,13,313/- against two Flats. It is submitted that there was no such agreement that complainant will pay cumulative payment. It is denied that in addition to the said Rs. 72,13,313/-, complainant has also transferred a sum of Rs.39,91,893, therefore, bringing the total cumulative to Rs. 1,12,05,206/-. It is denied that out of the total cumulative liability of Rs. 1,55,54,835/, a sum of Rs. 1,12,05,206/- has already been paid by complainant. It is denied that there is no justifiable reason, whatsoever, on the. It is further submitted that the respondent never received the payment of alleged Rs. 39,91,893 from the complainant. That even no payment details were given by complainant as to which payment and how much payment was given by complainant qua each unit. That said conduct in itself clears the fact that complainant never paid said amount against the unit in question. It is submitted that unit was already cancelled on 21-02-2024, thus it is meaning less to receive payment after cancellation.

- vii. That the property in question was jointly allotted in the names of the complainant (a UK resident) and the late Captain Vijay Kumar Trehan (an Indian resident). Section 2(9) of the Prohibition of Benami Property Transactions Act, 1988 (the "Benami Act") defines a "benami transaction" as one where the consideration for a property is paid by one person (the beneficial owner), but the property is held in the name of another person (the benamidar). The relationship between the complainant and the late co-allottee was that of sister-in-law and brother-in-law, a relationship that finds no mention in the list of statutory exemptions. It is submitted that the payments made by the complainant are in violation of the Foreign Exchange Management Act, 1999 (FEMA) and the rules framed thereunder.

viii. That a significant portion of the payments claimed by the complainant were made to an entity that was not authorized to receive them, in direct violation of the tripartite agreement dated 21.01.2022 which was voluntarily signed by the complainant. The contractual mandate on payments: clause 2 of the tripartite agreement clearly delineates the payment mechanism. It stipulates that respondent no. 2 (AFOWO) was authorized to collect payments "upto 25% of flat cost" *before* the execution of the ABA. The clause further mandates that upon execution of the ABA, the allottee "will have to submit the cheque/DD of the rest payment in the name of Developer (M/s Pareena Infrastructures Pvt Ltd)". The complainant's Breach: The ABA was executed on 03.01.2022. Therefore, as per the binding tripartite agreement, all payments made thereafter were contractually required to be made directly to and in the name of respondent no. 1 (Pareena Infrastructures). However, the complainant's own evidence shows that substantial payments made well after the 25% threshold, such as those in April 2022 and January/February 2024, were directed to AFOWO (Respondent No. 2). The respondent applied for the occupancy certificate (oc) on 13.05.2023. accordingly, the demand letter was lawfully raised on 16.05.2023. The respondent acted in perfect conformity with the agreed-upon payment milestone.

Clear Timeline of Default:

1. Demand Raised: 16.05.2023 for Rs.62,22,443/-.
2. First Reminder: 07.06.2023.

3. Pre-Cancellation Notice: 07.10.2023, granting a final 30-day opportunity as per the ABA requesting Rs.62,36,085/-.
 4. Cancellation: 21.02.2024, nearly nine months after the initial demand and after all notices went unheeded.
- ix. That as per clause 9.3 of the aba empowers the promoter to cancel the allotment if the allottee's default continues for more than 90 days after a notice. The respondent provided far more time than contractually required. The cancellation was thus a valid exercise of its contractual rights.
- x. Written submissions has been filed on behalf of the respondent no. 1.the same have bene taken on record and perused further.
12. That despite due service of notice to respondent no. 2 to 4 , neither any one has appeared on their behalf nor any reply has been filed till date. Therefore, vide proceedings dated 09.07.2025 the respondent no. 2 to 4 were proceeded ex parte and therefore their defence is struck off.
13. 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

14. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.1 Territorial jurisdiction

15. 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

16. 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) The promoter shall-

(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.

17. 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 the reliefs sought by the complainant:

- F.I Direct the respondent no. 1 to forthwith restore the allotment of complainant and thereafter execute and register the conveyance deed.
- F.II Direct the respondent no. 1 to forthwith withdraw the purported cancellation letter dated 21.02.2024.
- F.III Direct the respondent no. 1 to accept the payment of Rs. 83,41,522/- being remainder balance arising out of the total sale consideration of Rs. 1,55,54,835/- in respect of the flat no. 2701 & 2702 from the complainant without any interest or penalty.

18. The above-sought relief(s) by the complainant is taken together being interconnected.
19. The complainant was allotted an apartment bearing no. 2701, tower 5, 27th Floor in the project of the respondent named "Micasa" at Sector-68, Gurugram vide allotment letter dated 29.12.2021. Thereafter a buyer's agreement was executed between the complainant and the respondent no. 1 on 03.01.2022 for a sale consideration of Rs.77,77,417.50/-. Out of the said sale consideration, the complainant has paid an amount of Rs.15,53,642/- in all against the said allotment. A tripartite agreement was also executed in between the complainant respondent no. 1 and respondent no.2 on 21.01.2022 wherein it was stated that the respondent no. 2 will collect the cheques of application money upto 25% of flat cost before the buyer agreement is executed. On execution of the buyer agreement the allottee will submit the cheque/DD of the rest payment in the name of respondent no. 1.
20. A clarification for the amount paid was sought from the respondent no. 1 and the respondent no. 1 submitted the same on 16.12.2025. The complainant was given a chance on the last date of hearing i.e 06.01.2026 to bifurcate the amount paid for both the units but the complainant denied to do the same. Before this date multiple chances were given to the complainant. Respondent no. 2 was also directed vide proceedings dated 26.11.2025 to submit the details of amounts received from the complainant within a period of two weeks. However, nothing was submitted by respondent no. 2. As per the said document submitted by the respondent no.1 on 16.12.2025, a statement of account is given wherein it is clearly mentioned that the complainant has paid an amount of Rs. 15,53,642/-. Therefore, the Authority is proceeding with the document submitted by the respondent no.1.

21. The complainant has submitted that even though they have paid a considerate amount their unit was till cancelled by the respondent. The respondent has submitted that the occupation certificate for the tower in question was obtained by the respondent on 03.06.2024. Thereafter, on non-payment of the outstanding dues, a demand/reminder letter dated 16.05.2023 and 07.06.2023 was issued to the complainant to pay the outstanding dues. Afterwards the respondent issued a pre cancellation letter on 07.10.2023 and finally terminated the allotment of the unit on 21.02.2024 on failure of payment of outstanding instalments as the complainants never paid the said raised demand. Copies of the same is available on record and are not in dispute. Now the question before the Authority is whether the cancellation made by the respondent vide letter dated 21.02.2024 is valid or not.
22. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that on the basis of provisions of allotment, the complainant has paid an amount of Rs. 15,53,642/- against the sale consideration of Rs.77,77,417.50/-and no payment was made by the complainant as per the demands which were raised by the respondent. However, the complainant has stated that they made the payment but the same were denied by the bank of respondent no. 2. The occupation certificate for the tower in question was obtained by the respondent on 03.06.2024 and no, possession was offered to the complainant. As per the payment plan agreed between the parties, it is a possession linked plan at the time of booking the complainant had to pay Rs. Booking amount (10% of TSV) , then on time of allotment 10% of TSV, and then on applying of occupation certification 80% of TSV + registration charges + stamp duty + other charges. The respondent applied for the occupation certificate on 13.05.2023.However, the complainant defaulted in

making payment and the respondent was to issue demand letter dated 16.05.2023 and 07.06.2023 to the complainant to comply with their obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 21.02.2024. The Authority observes that Section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. As per clause 9.3(ii) of the buyer's agreement if the allottee fails to make payments for a period of beyond ninety days after notice from the promoter, then the promoter may cancel the allotment of the unit. Hence, cancellation of the unit in view of the terms and conditions of the buyer's agreement and the payment plan annexed with the buyer's agreement dated 03.01.2022 is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after deducting the amount of earnest money. However, the deductions made from the paid-up amount by the respondent are not as per the law of the land laid down by the Hon'ble apex court of the land in cases of **Maula Bux VS. Union of India, (1970) 1 SCR 928** and **Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136**, and wherein it was held that *forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with the builder as such there is hardly any actual damage.* National Consumer Disputes Redressal Commissions in **CC/435/2019 Ramesh Malhotra VS. Emaar MGF Land Limited** (decided on 29.06.2020) and **Mr. Saurav Sanyal VS. M/s IREO Private Limited** (decided on 12.04.2022) and followed in **CC/2766/2017** in case titled as **Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022**, held that 10% of basic sale price is reasonable amount to be

forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was framed providing as under:

"5. AMOUNT OF EARNEST MONEY

Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment /plot /building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."

23. Keeping in view the aforesaid factual and legal provisions, the respondent no. 1 is directed to refund the paid-up amount of Rs.15,53,642/- after deducting 10% of the sale consideration of Rs.1,13,10,416/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of cancellation i.e., 21.02.2024 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.
24. Inadvertently vide proceedings dated 27.01.2026 it was stated that "The respondents are directed to refund the paid-up amount ..." However, it is important to mention that the complainant has given their amount to respondent no. 1 and 2 respectively. Respondent no. 3 & 4 are the legal heir. Consequently, no directions are given to them. Earlier respondent no. 1 and

2 were directed to submit the details of the amount received by the complainant vide proceedings dated 26.11.2025. However as per record only respondent no.1 was able to submit the documents on 16.12.2025 wherein it is cleared that as per statement of account the complainant has paid an amount of Rs. 15,53,642/- which is given to the respondent no. 1 i.e Pareena Infrastructure Private Limited. Therefore, it must be read that respondent no. 1 is directed to refund the paid-up amount.

25. In view of the findings detailed above, the rest of the reliefs sought by the complainants became redundant and no direction to the same is given.

F.IV. Direct the respondent to pay compensation of Rs. 5,00,000.- for mental and physical harassment and financial loss suffered by the complainant and litigation expenses of Rs. 1,00,000/-

26. 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. (supra)*, has held that an allottee is entitled to claim compensation & 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 & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72.

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 function entrusted to the authority under section 34(f):

- i. The respondent no. 1 is directed to refund the paid-up amount of Rs. 15,53,642/- after deducting 10% of the sale consideration of Rs. 77,77,417.50/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal

- cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of cancellation i.e., 21.02.2024 till its realization.
- ii. 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. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
29. The complaints stand disposed off.
30. Files be consigned to registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 27.01.2026