

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

Complaint no.	:	6338 of 2024
Date of complaint	:	30.12.2024
Date of order	:	27.01.2026

Atul Garg

R/o: - 837/5 , 5a, Patel Nagar

Complainant

Versus

M/s Pareena Infrastructure Private Limited

Office at: ILD Trade Centre, Sohna Road, Gurugram

Respondent

CORAM:

Shri Arun Kumar

Shri Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Ishaan Dang(Advocate)

Sukhbir Yadav (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations

regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"Micasa" at sector 68, Gurgaon, Haryana
2.	Nature of the project	Group housing
3.	Project area	12.25085 acres
4.	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)
5.	RERA Registered/ not registered	Registered vide no. 99 of 2017 issued on 28.08.2017 up to 30.06.2022
6.	Registration extension vide no.	Harera/GGM/REP/RC/236/2017 / EXT/177/2019 dated 30.12.2019 valid upto 31.08.2020
7.	Apartment no.	T5 2404 (As per sheet at page 20 of complaint)
8.	Apartment area	1245 sq. ft.

	admeasuring	(page 20 of complaint)
9.	Date of allotment	NA
10.	Date of builder buyer agreement	Not executed
11.	Possession clause	NA
12.	Due date of possession	NA
13.	Total sale consideration	Rs.74,36,055/- (page 20 of complaint)
14.	Amount paid by the complainant	Rs.7,50,000/- (as stated by the complainant at page 20 of complaint)
15.	Occupation certificate	03.01.2023 (As per the dtcp website)
16.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the respondent had first approached the complainant in the year 2022 through its officials. The respondent had conveyed to the complainant that the respondent was developing a group housing colony over land admeasuring 13 acres approximately situated in revenue estate of Sector 68, Gurugram. The respondent had also assured the complainant that it was in receipt of all necessary licenses, approvals, permissions etc. issued by the competent authorities for development of the project in question.
- II. That the respondent had proffered several assurances to the complainant with respect to the quality of the upcoming project and

timeline of its construction. In fact, the respondent had assured the complainant at the relevant point in time that the construction of the project in question was almost complete. Furthermore, the respondent had claimed that it was fully entitled and competent to develop, market and sell the same. The project in question was represented to be a state-of-the-art project with world class amenities. The respondent made an elaborate presentation and also handed over a brochure to the complainant highlighting the features and amenities promised to be provided in the project in question. The respondent repeatedly emphasised that the project was on the verge of completion.

- III. That relying upon the promises and assurances made by the respondent orally as well as through brochures and other promotional material and enticed by the attractive picture portrayed by the respondent, the complainant was induced to book an apartment bearing no. T5/2404 admeasuring 1245 square feet (super area, located on the 24th floor in the project known as "Mi Casa" situated in Sector 68, Gurugram. It would not be out of place to mention that the email dated 14.06.2022 along with an attached excel spreadsheet had been issued by the respondent to the channel partner/Mr. Karan Khanna through whom the complainant had been conducting the present transaction confirming the allotment of the said unit in favour of the complainant. The aforesaid email was the confirmation provided to the complainant pertaining to his allotment in respect of the said unit.
- IV. That the basic sale price of the said unit had been settled at Rs.4,950/- per square feet. Accordingly, the total sale consideration amount had

been quantified to be Rs.74,36,055 /-. The complainant had already made payment of Rs.7,50,000/- as booking amount in the following manner:

- a. An amount of Rs.5,00,000/- had been paid by the complainant to the respondent on 25.01.2022 by way of cheque bearing no. 004085 dated 25.01.2022 from his account at ICICI Bank.
 - b. An amount of Rs.2,50,000/- (to the respondent by way of cheque bearing no.004090 dated 18.02.2022 from his account at ICICI Bank.
- V. That thereafter, the complainant kept issuing several reminder emails to the respondent calling upon the respondent to issue the allotment letter and other documents without any further delay. Moreover, the complainant also reminded the respondent that it had never received any update pertaining to stage of construction of the said project from the respondent.
- VI. That it would not be out of place to mention that the complainant is presently a Director at Agile Microsys Private Limited. The same is evident from MOA and AOA of the aforesaid company. It is submitted that the complainant used to regularly send emails from the company email ID (agile@agdp.co.in) to the respondent.
- VII. That till date, the respondent despite being reminded on several occasions has not issued even the allotment letter in favour of the complainant pertaining to the said unit. Moreover, the respondent has also not come forward to execute the buyer's agreement, take the balance sale consideration from the complainant and execute the conveyance deed in favour of the complainant.
- VIII. That without prejudice to the contentions of the complainant that it was always ready to make payment of the balance sale consideration

amount, it would not be out of place to mention that the respondent had also not issued a single payment reminder to the complainant. In fact, after taking the payment of Rs.7,50,000/- from the complainant, the respondent completely stopped replying to the emails sent by the complainant. The complainant has been unable to elicit a response from the respondent despite trying fervently and on multiple occasions.

IX. That the genuine, valid and legal requests made by the complainant to the respondent have fallen on deaf ears. Moreover, the complainant kept writing several emails to the respondent and had also met with the Directors of the respondent. However, the same did not yield any results. The complainant had also received email dated 24.02.2023 from Directorate General of Anti-profiteering (DGAP), Central Board of Indirect Taxes and Customs, Ministry of Finance, Government of India wherein it had been stated that the respondent had submitted to the Revenue Department that it had passed on the benefit of input tax credit (GST) amounting to Rs.43,060/- to the complainant. However, no such benefit had been passed on to the complainant. The respondent is illegally causing loss to the exchequer by making false representations and concealing the facts. It is evident that there is no end to the illegalities committed by the respondent.

X. That the respondent has acted in a high handed and arbitrary manner. There is gross deficiency in service on the part of the respondent by inordinately delaying issuance of allotment letter, execution of buyer's agreement, not handing over possession of the said unit and not executing the conveyance deed in respect of the said unit. The respondent has adopted unfair trade practices by taking more than

10% of the consideration amount as payment from the complainant and failing to execute the buyer's agreement. The respondent has abused its dominant position and taken undue advantage of the compulsions of the complainant who was and still is ready to make payment of the entire sale consideration amount.

- XI. That furthermore, the validity of RERA Registration certificate dated 28.08.2017 bearing memo no. HRERA-387/2017/817 (Annexure C8) had long expired on 30.06.2022. Furthermore, even the extension of registration certificate dated 19.06.2023 (Annexure C9) had expired on 30.12.2023. Thus, prima facie, the respondent is in violation of RERA and the Rules made thereunder and is liable to be penalised for its violations and transgressions.
- XII. That the complainant has duly complied with the terms and conditions of the application form and the payment plan. The complainant was always and is still ready to make payment of the complete sale consideration amount to the respondent as had been conveyed on several occasions to the respondent.
- XIII. However, the respondent has miserably failed to fulfil its contractual obligations. The intentional, illegal and unilateral actions of the respondent have caused wrongful loss to the complainant.
- XIV. That it is submitted that the complainant was always ready and is still ready to perform its part of the contract. The complainant always had available with him and still has available with him the requisite funds to pay towards the balance sale consideration amount along with stamp and registration charges for the conveyance deed. Therefore, it is evident from the entire sequence of events that no illegality or lapse can be attributed to the complainant. No other legal proceedings

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

- XV. That the present complaint is limited to seeking issuance of allotment letter to the complainant, execution of the buyer's agreement, handing over of possession of the said unit upon payment of balance sale consideration amount and execution and registration of conveyance deed in favour of the complainant. The complainant reserves its right to seek refund, if need be.
- XVI. That the complainant has suffered immense mental agony, financial hardship and harassment on account of the respondent. The complainant also reserves its right to seek compensation from the respondent from the Hon'ble Adjudicating Officer.
- XVII. That the cause of action has arisen in favour of the complainant for filing the present complaint on 15.12.2023 upon issuance of email dated 15.12.2023 by the complainant to the respondent calling upon the respondent to issue the allotment letter and other documents to the complainant. The cause of action had further arisen in favour of the complainant on several occasions in January and February, 2024 when the complainant kept issuing several emails to the respondent calling upon the respondent to issue the allotment letter and other documents to the complainant. Cause of action is still subsisting as the respondent has refused to pay heed to the just, valid and legal requests of the complainant and has not even issued the allotment letter in favour of the complainant.

XVIII. That the subject matter of the claim falls within the jurisdiction of this Hon'ble Authority. Furthermore, the said project is situated and cause of action has arisen within the ordinary territorial jurisdiction of this Hon'ble Authority. Moreover, the project had also been duly registered with RERA. Hence, this Hon'ble Authority has got the jurisdiction to try and decide the present complaint. The present complaint has been filed within the prescribed period of limitation. The cause of action for filing the present complaint is still subsisting in favour of the complainant. Hence, the present complaint has been filed against the respondent before the Honourable Authority.

C. Relief sought by the complainant:

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

- I. Direct the respondent to issue the allotment letter in respect of the unit
- II. Direct the respondent to take the balance sale consideration and to execute builder buyer agreement in favour of the complainant.
- III. Direct the respondent to handover the possession of the said unit after receiving balance sale consideration amount from the complainant.
- IV. Direct the respondent to execute the conveyance deed in respect of the said unit in favour of the complainant.
- V. Direct the respondent to charge any amount /issuing any demand letter to the complainant which are not a part of the contractual understanding between the parties.
- VI. Direct the respondent to pay Rs. 2,00,000/- as litigation expenses to the complainant.
- VII. Strictest possible action may kindly be initiated against the respondent and suitable penalty imposed for its deliberate

failure to get renewed the project in question with the Real Estate Regulatory Authority.

5. On the date of hearing, the authority explained to the respondents/promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has contested the complaint by filing reply on the following grounds: -
 - I. That there has never been any privity of contract, transaction, or dealing of any nature whatsoever between the complainant and the respondent. The respondent has never offered, allotted, or sold any unit in the alleged project to the complainant, nor has the respondent ever approached the complainant with any proposal for the sale of any unit.
 - II. That the respondent has never received any money or payment from the complainant, directly or indirectly, for booking or purchasing any unit in the said project. The entire records and accounts of the respondent make it abundantly clear that no such transaction or dealing ever took place. In the absence of any such relationship, there is absolutely no question of any obligation, liability or responsibility arising on the part of the respondent towards the complainant.
 - III. That the respondent has always been a law-abiding, reputed and professionally managed company which has been discharging its business activities strictly in accordance with law and in an efficient

and transparent manner. Over the years, the respondent has earned a credible standing in the industry due to its honest dealings and professional ethics. It is, therefore, deeply unfortunate that the present complaint, which is completely baseless and misconceived, seeks to tarnish the fair name of the Company without there being any justification.

- IV. That the present complaint appears to be a result of a fraudulent conspiracy and collusion between Mr. Karan Khanna, who is stated to be a Director of M/s Apex Acreages Pvt. Ltd., and Mr. Amit Soni, a former employee of the respondent and the complainant. It is a matter of record that the employment of Mr. Amit Soni with the respondent was duly terminated on 29.06.2023 and, ever since that date, he has had no role, authority, or connection whatsoever with the respondent. The actions, representations, or commitments made by him in his personal capacity, whether during or after his employment, cannot and do not bind the respondent in any manner. It is evident that the complainant, acting under the influence and misrepresentation of these individuals, has sought to falsely implicate the respondent in a matter with which the respondent has absolutely no concern.
- V. That in the absence of any contractual relationship or any transaction between the complainant and the respondent, there exists no cause of action against the respondent company. The complainant has unnecessarily and without any basis impleaded the respondent in these proceedings. The present complaint, therefore, deserves to be dismissed at the very threshold.

- VI. That these questions involve complicated matters of law and facts, including the act of fraud, collusion, and conspiracy played upon by Mr. Karan Khanna, the complainant, and Amit Soni. Therefore, in these circumstances, the present matter is a fit case to be referred to the Hon'ble Civil Court. The fact of the matter remains that the complainant has never been an allottee of any unit under the respondent. The complainant is not an allottee; therefore, he cannot invoke the jurisdiction of RERA. In the absence of an allotment letter/ builder buyer agreement registered between the complainant and the respondent, the complainant cannot allege to be an allottee of the respondent. Furthermore, there cannot be a binding contract in the absence of consideration. It is an admitted fact that the complainant has not paid even a single rupee towards the alleged and so-called allotment of the unit in question.
- VII. However, there has never been any allotment of any unit in favour of the complainant. If any allotment had been made, the respondent would have issued demand letters for payments as the construction progressed, including instalments, development charges, GST, IFMS and other dues. No such demand or letter has ever been issued because the complainant has never been an allottee of any unit in any project of the respondent. It appears that Mr. Karan Khanna, along with the complainant, misused his connection with Mr. Amit Soni and misled the complainant for their own wrongful gain.
- VIII. That the emails annexed with the complaint contains the email ID of Karan Khanna. It is pertinent to mention here that Karan Khanna or Apex Acreages is not related to the respondent in any manner and not a registered agent with the respondent. It is further pertinent to

mention here that Annexure C-1 of the complaint clearly shows that there was an email between Amit Soni and Karan Khanna, and not the complainant. Furthermore, the email is dated 14.07.2025 and the alleged cheque is dated 25.01.2022 & 18.02.2022. It clearly shows that the complainant, along with Karan Khanna and Amit Soni, were concocting a conspiracy.

- IX. That Karan Khanna and the complainant maintained continuous communication with an employee of the respondent namely Amit Soni, (a former employee of the respondent who was subsequently terminated from his services due to wrongful acts). It is noteworthy that all email correspondence was exclusively exchanged between Karan Khanna, the complainant, and Amit Soni, which suggests that Karan Khanna, in collusion with Amit Soni, planned to obtain a new allotment letter. But before he could get any signed document from the respondent, he was terminated from his services by the respondent.
- X. That the present complaint is not maintainable in the eyes of the law, since the complainant is not an allottee. In these circumstances, the present complaint deserves to be dismissed.
- XI. That the reliefs sought by the complainant are also not maintainable, as there is no application form, no allotment, and no BBA.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

8. 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

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

10. 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 promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Maintainability of the complaint

11. The Authority observes that the present complaint is based on an sheet wherein as per the complainant, the complainant has paid an amount of Rs. 7,50,000/- for the apartment no. T5.2404 for area admeasuring 1245 However, as per record, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties till date. Thus, the transaction between the parties never progressed beyond the stage of memorandum of understanding and did not culminate into allotment of any plot, apartment or building.
12. In the absence of a defined allotment, the complainant cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. A mere sheet for a proposed or future allotment, without crystallization of rights in a specific unit, does not confer the status of an allottee. However, before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person

who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."

13. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere sheet and payment of a booking amount in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.
14. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to issuance of allotment letter , handover of possession and conveyance deed pursuant to a sheet falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
15. The counsel for the complainant vide proceedings dated 27.01.2026 submitted a list of documents during the hearing, which included a reply obtained under the Right to Information Act, 2005, a list of allottees in the Micasa Project, and a copy of the closure report. It was contended that the complainant's name appears in the list of allottees and, therefore, the complainant is an allottee in the present case.
16. However, the Authority is of the view that the detailed project information submitted by the complainant is a voluntary submission by the promoter and is submitted at the initial stage of project registration and is not supported by the essential documents such as allotment letter/agreement on sale/builder buyer agreement which allows the concerned to become an allottee. In any case, the reliefs

granted by RERA, emanates from section 18 of which lays down clearly: -

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 allottees, in case 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.

17. Therefore, to qualify for relief under RERA, one has to be an allottee while in this case, based on a dubious sheet, the reliefs sought are as follows: -

1. Direct the respondent to issue the allotment letter in respect of the unit

2. Direct the respondent to take the balance sale consideration and to execute builder buyer agreement.
 3. Direct the respondent to handover the possession of the said unit after receiving balance sale consideration
 4. Direct the respondent to execute the conveyance deed
 5. Direct the respondent to charge any amount /issuing any demand letter to the complainant which are not a part of the contractual understanding between the parties.
 6. Litigation charges
-
18. Unfortunately, it will be stretching the jurisdiction of the Act and therefore, is not desirable.
 19. Moreover, Section 29 of the Indian Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.
 20. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking handover of the possession, issuance of allotment letter, conveyance deed, is not maintainable *firstly*, the Authority only adjudicate the matters which are undisputed in nature and *secondly*, the complainant does not fall under the definition of Allottee. The Act


has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation.

21. In view of the above, the complaint is not maintainable and is hereby dismissed with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law.
22. Complaint as well as applications, if any, stands disposed off accordingly.
23. File be consigned to the registry.



(Phool Singh Saini)

Member



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.01.2026

HARERA
GURUGRAM