



Complaint No. 71 of 2025

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint No.:</b>	<b>71 of 2025</b>
<b>Date of Filing:</b>	<b>17.01.2025</b>
<b>Date of First Hearing:</b>	<b>25.03.2025</b>
<b>Date of Decision:</b>	<b>17.04.2026</b>

Mr. Amit Malik S/o Mr. Ram Mehar  
R/o Village Rajakheri, Panipat

....COMPLAINANT

VERSUS

M/s Address Infrastructure Pvt. Ltd.  
Village Togan, PR-4 Sector-17, Mullapur,  
Near International Cricket Stadium, Kharar,  
Mohali, Punjab-140901.

....RESPONDENT NO.1

Ankit Sidana  
R/o #3083, Sector-21-D,  
Chandigarh-160022

....RESPONDENT NO.2

Asha Sidana  
R/o #3083, Sector-21-D,  
Chandigarh-160022

....RESPONDENT NO.3

**CORAM:** Sh. Chander Shekhar Member

**Hearing:** 5<sup>th</sup>

**Present: -** Mr. Amit Malik, Complainant through VC.  
Respondents Already Ex-Parte vide order dated  
06.03.2026.

**ORDER:**

The present complaint has been filed on 17.01.2025 by the complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS**

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

S.No.	Particulars	Details
1.	Name of the project	The Address, Village Urga Kheri, Sector-23, Panipat, Haryana
2.	RERA registered/not registered	Registered vide Registration No. HRERA-PKL-PNP-438-2023
3.	Details of Unit	Plot No. 9 having an area of 115.03 sq. yards.
4.	Date of Allotment	30.05.2023
5.	Date of Agreement for Sale	N/A

*GA*

6.	Due Date of Offer of Possession	N/A
7.	Total Sale Consideration	₹74,58,258/-
8.	Amount Paid by the Complainant	₹40,50,775/-
9.	Offer of Possession	N/A
10.	Date of Cancellation	18.11.2024

## B. FACTS OF THE COMPLAINT

3. Facts of the complaint are that the complainant had booked a plot in the project of the respondent namely; "The Address" situated at Sector-23, Panipat, Haryana by making payment of ₹17,75,775/- on 30.05.2023, following which allotment letter dated 30.05.2023 for plot no. 9, having an area 115.03 sq. yards, was issued in favor of the complainant. The complainant paid a total of ₹40,50,775/-. Despite the complainant having paid a total sum of ₹40,50,775/- to the respondents, there has been no development at the project site and no construction activity has been carried out till date.

4. The complainant received a demand letter from the office of the respondents seeking the payment of remaining payment. In response thereto, the complainant categorically stated that he had already paid 50% of the total consideration amount in accordance with the agreed payment plan i.e, 25% + 25% with the balance 50% being payable at the time of possession. It was

CAA

further submitted that the respondents have failed to complete the development work at the project site and therefore the demand for the remaining amount is unjustified. The complainant however, remains ready and willing to pay the balance 50% amount, subject to the respondents first offering possession and execution of conveyance deed of Plot No. 9. Copy of the letter written by the complainant to the respondents is annexed as Annexure C-6.

5. It is also pertinent to mention that the respondents have failed to provide the brochure, site plan and terms and conditions of the project to the complainant till date. As per the allotment letter, the terms and conditions were stated to be printed on the reverse side of the said letter, however, the back side of the allotment letter is completely blank and does not contain any such terms and conditions.

6. Despite the complainant having duly fulfilled all requisite formalities, the respondents raised an unwarranted demand for further payment and without issuing any prior notice or intimation, arbitrarily and illegally cancelled the booking without any valid justification on 18.11.2024. A copy of the cancellation letter dated 18.11.2024 is annexed herewith as Annexure C-7. It is further pertinent to mention that the said cancellation has been effected in violation of the terms and conditions of the agreement and without affording any opportunity of being heard to the complainant thereby being contrary to the principles of natural justice.

Ch

7. The respondents without complying with their obligations of ensuring step-wise progress in the development of the project have arbitrarily and unjustly cancelled the booking of the complainant. Due to the negligent and indifferent attitude of the respondents, the complainant has been subjected to immense mental agony and harassment as the respondents have failed to honour their commitment to deliver possession of the plot. Such acts and omissions on the part of the respondents have caused substantial financial loss to the complainant. The respondents are also liable for indulging in unfair trade practices as they have wrongfully retained and utilized the hard-earned money of the complainant without providing possession of the allotted plot.

**C. RELIEF SOUGHT**

8. The complainant in his complaint has sought the following reliefs:-

- i. To direct the respondents to provide the physical possession of residential Plot No.9, measuring 115.03 Sq.Yards.
- ii. To direct the respondents to pay interest at a rate of 12% on the amount deposited by the complainant effective from the respective dates of deposit till the date of possession,

iii. To direct the respondents to pay a sum of ₹5,00,000/- as damages and compensation for committing deficiency In services.

iv. To direct the respondents to pay rent at a rate of ₹35,000/- per month.

v. To direct the respondents to pay difference in the cost of escalation which shall be incurred at the time of execution of the registered sale deed.

vi. To direct the respondents to issue revised payment schedules and also waive interest. To direct the respondents not to cancel the allotment of Plot No.9, measuring 115.03 Sq.

vii. To direct the respondents to pay ₹50,000/- as litigation cost.

viii. Any other relief which this Hon'ble Authority deems fit in the present facts and circumstances may also be granted to the complainant for which he is found entitled.

G/S

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

9. Neither anyone has appeared on behalf of the respondents for arguments nor any detailed reply has been filed till date. Therefore, in view of

consecutive non appearances and non filing of the reply, the right of defence of the respondents was accordingly struck off vide order dated 06.03.2026 and the respondents were ordered to be proceeded ex-parte.

**E. ARGUMENTS OF THE COMPLAINANT**

10. During oral arguments, the complainant reiterated the submissions as already submitted in his complaint.

**F. ISSUES FOR ADJUDICATION**

11. Whether the complainant is entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RE(RD) Act, 2016?

**G. OBSERVATIONS AND DECISION OF THE AUTHORITY**

12. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by the complainant, the Authority observes as follows:

- (i) The complainant booked Plot No. 9 (115.03 sq. yards) in the project of the respondent namely "The Address", Sector-23, Panipat, Haryana and paid a total sum of ₹40,50,775/- with allotment issued on 30.05.2023. No Builder Buyer Agreement specifying a possession date was executed and the allotment letter does not provide any terms and conditions on its reverse side as indicated. The complainant alleged that the respondents arbitrarily raised further demands for payment and cancelled the allotment on 18.11.2024 without prior notice and failed to

Gsh

provide brochure, site plan or step-wise development details, thereby causing mental agony, financial loss and engaging in alleged unfair trade practices. The complainant further submitted that he received a demand letter from the respondents seeking the remaining 50% of the consideration and in rebuttal stated that he had already paid 50% in accordance with the agreed 25%-25% payment plan and was willing to pay the balance only upon being offered possession and execution of conveyance deed for Plot No.9. However, in the absence of documentary evidence regarding payment plan or work completion, the Authority cannot rely solely on these submissions as proof of compliance or entitlement. It is well established under the Real Estate (Regulation and Development) Act, 2016 and judicially recognised in *Appeal No. 273 of 2019 (TDI Infrastructure Ltd. Vs. Manju Arya)*, where the Hon'ble Appellate Tribunal referred to the Supreme Court in "*2018 STPL 4215 SC – M/s Fortune Infrastructure (now Hicon Infrastructure) & Anr.*", that in the absence of a specific possession date, a period of three years from the date of allotment or agreement is to be treated as a reasonable period for completion of construction and delivery of possession. Applying this principle, the reasonable period for completion and delivery of possession in the present case,

Go

starting from 30.05.2023, would expire on 01.06.2026. Since this period has not yet lapsed, the complainant's claim for possession, delayed possession interest and damages has not matured and therefore the complaint is liable to be dismissed being premature without prejudice to the complainant's right to approach the Authority after 01.06.2026, if possession has not been lawfully delivered.

13. **Dismissed** with liberty to file afresh. File be consigned to record room after uploading of order on the website of the Authority.

17.04.2026  
Gaurav Saini  
(Law Associate)

  
.....  
(CHANDER SHEKHAR)  
MEMBER