BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.1063 of 2025

Date of Decision: July 20, 2026

Yogendra Kumar Gupta S/o Lt. Sh. Dwarka Prasad, R/o F-12/3, Model Town-II, Delhi-110009.

... Appellant

Versus

M/s. Godrej Real View Developers Pvt. Ltd. having Office at Unit No. 3rd Floor, UM House, Plot No. 35, Sector-44, Gurugram-122002 through its Authorized Signatory.

... Respondent

CORAM
Justice Rajan Gupta **Chairman**
Dinesh Singh Chauhan **Member (Technical)**

Present: Mr. Ashish Dhoundiyal, Advocate with
Mr. Rishabh Verma, Advocate and
Mr. Abhishek, Advocate for the appellant.

Mr. Archit Rana, Advocate for
Mr. Saurabh Gauba, Advocate for the respondent.

O R D E R:

RAJAN GUPTA, CHAIRMAN

The present appeal is directed against the order dated 27.05.2025 passed by the Authority[1] at Gurugram in Complaint No.5790 of 2022. Operative part thereof reads as under:

> *"18. After consideration of the facts and circumstances, Authority is of view that in the absence of any documentary proof of allotment or contractual relationship between the complainant and the promoter, the complainant does not fall within the definition of an 'allottee' under Section 2(d) of the Act. Therefore, the present relief sought by the complainant is not maintainable under section 31 of the Real Estate (Regulation and Development) Act, 2016. Further, it is admitted by both the parties that the complainant*

[1]Haryana Real Estate Regulatory Authority, Gurugram.

> *paid a booking amount of Rs. 1,00,000/- which has not been refunded by the respondent-promoter to date. Therefore, the amount of Rs. 1,00,000/- deposited is liable to be refunded to the complainant within a period of 90 days, failing which the respondent shall be liable to pay interest of 11.10% p.a. till its date of realisation."*

2. Factual matrix of the case is that the appellant booked a residential unit bearing No. 0004 in Tower-6 in the project "Godrej Grandeur at Godrej Meridian" situated at Dwarka Expressway, Sector-106, Gurugram by depositing a sum of Rs. 1,00,000/- on 27.03.2022. It is alleged that the said booking was made on the basis of specific representations and assurances extended by the respondent's authorized representative, particularly with respect to the 10:90 payment plan, i.e. 10% payable at the time of booking and 90% at the time of possession, along with assurances regarding the quality of construction and promised amenities. It is further submitted by the appellant that after a lapse of approximately fifteen days from the date of booking, he was orally informed by the representative of the respondent that the booking stood cancelled on the ground that the 10:90 payment plan had not been approved, which, according to him, is arbitrary, unjustified, and amounts to misrepresentation and unfair trade practice, contrary to the assurances given at the time of booking. Aggrieved by the cancellation, the appellant served a legal notice dated 19.05.2022 calling upon the respondent-promoter to restore the booking under the originally represented 10:90 payment plan, but no effective response was received. Thereafter, he approached the Authority seeking appropriate directions, including restoration of allotment, delivery of possession of the subject unit complete in all respects, execution of necessary documents, and grant of interest on the deposited amount.

3. Stand of the respondent-promoter before the Authority is that the booking amount for the villa was ₹5,00,000/- as per the application form, whereas the appellant had deposited only ₹1,00,000/- and, therefore, it could

not be contended that there was a completed booking or any crystallized right to allotment of the unit accrued in favour of the appellant. The respondent further asserted that the appellant, having made only a partial payment, is not entitled to seek possession of the unit. All other averments in the complaint including the alleged assurance of a binding 10:90 plan and the allegation of fraudulent cancellationwere specifically denied.

4. After considering the rival contentions of the parties, the Authority disposed of the complaint vide the impugned order, operative part whereof has been reproduced in para 1 of this order.

5. Aggrieved by the impugned order, the appellant has preferred the instant appeal before this Tribunal. Hehas primarily challenged the impugned order on the ground that the Authority erred in granting refund along with interest, whereas the relief of possession had been specifically sought before the Authority.

6. We have heard the learned counsel for the parties and carefully examined the record of the case.

7. The core issue is, whether, on these facts, the appellant can be treated as an "allottee" under Section 2(d) of the Act so as to invoke Section 31 for reliefs akin to specific performance of an allotment and builder-buyer agreement. Section 2(d) inherently presupposes a concluded and binding arrangement in respect of a specific unit, normally evidenced by an allotment letter and/or agreement for sale and supported by payment as per the agreed schedule. Mere negotiations or tentative booking without a binding contract, do not confer "allottee" status.

8. In the instant case, the Authority has duly noted the absence of any allotment letter, builder-buyer agreement or other binding instrument evidencing a concluded contract for Unit No. 0004 in Tower-6 of the project. The appellant admits only a booking application with payment of ₹ 1,00,000/-, whereas the respondent's uncontroverted stand is that the prescribed booking

amount was ₹ 5,00,000/-, thus falling short of the minimum requirement. In these circumstances, the complainant cannot be treated as an "allottee", and Section 31 cannot be invoked to compel the respondent-promoter to create an allotment or enter into a contract where the foundational contractual elements are absent.

9. The appellant's case substantially rests on the alleged oral assurances of a 10:90 payment plan and a future promise to execute documents. In a regulated sector like real estate, rights and obligations are primarily based upon the written instruments and statutory disclosures; oral representations, even if assumed in his favour, cannot be treated as creating any enforceable right of allotment under the Act in the absence of a concluded written contract. The fact that the project is registered with the Authority and that the complainant has paid ₹ 1,00,000/-, does not alter this position, particularly when the payment itself falls short of the stipulated booking amount.

10. The Authority has rightly directed refund, as the relief of possession cannot be granted in the facts of the present case. The direction for refund of ₹ 1,00,000/- with interest constitutes a justified and equitable relief. The impugned order, being well-reasoned and in consonance with the provisions of the Act, does not warrant interference.

11. In view of above, the appeal is dismissed.

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

13. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

July 20,2026/mk