



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	545 of 2024
Date of filing:	23.04.2024
Date of first hearing:	08.07.2024
Date of decision:	27.07.2026

M/S APL Auto Components Pvt. Ltd.

Plot no. 18, Sector-15, IMT Bawal, Rewari, 123501, Haryana,

....COMPLAINANT

VERSUS

M/S Haryana State Industrial and Infrastructure Development Corporation Ltd. (HSIIDC)

Plot no.C-13-14, Sector-6, Panchkula, Haryana-134109

....RESPONDENT

Present: Adv. Garvit Gupta, counsel for the complainant, through VC.

Adv. Tarun Gupta, counsel for the respondent, through VC.

ORDER (NADIM AKHTAR-MEMBER)

1. Present complaint has been filed by the complainant on 23.04.2024 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & 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. FACTS OF THE COMPLAINT

2. Following submissions are made by the complainant in its complaint dated 23.04.2024 which are as follows:

- (i) That respondent offered for sale industrial plots in Sector-15, Phase-Industrial Estate, Dharuhera through auction via newspaper publications. The complainant company was in a need of a plot for their new project in the nature of "Manufacturing of Auto Components." The respondent informed the Complainant that the size of the plots available with the Respondent is of 1029 sq. metres and would be calculated @ ₹42,650/- per sq. metre. The representative of the complainant applied for booking of an industrial plot for their project by participating in the auction vide application for allotment no. N2024FEB78034 dated 19.02.2024. Complainant accordingly, deposited the earnest money of ₹12,37,781/- and processing fee ₹7500/- via online mode on 14.10.2023. Thereafter, the complainant paid remaining amount of earnest money of ₹30,80,532/- on 29.01.2024 as per the demand of the respondent.
- (ii) That the complainant accordingly based on the said assurances of the respondent made a payment of ₹43,25,813/- on 19.02.2024 as application money. The respondent issued a receipt dated 07.03.2024 acknowledging



the said payment of the aforesaid amount as the application money. Copy of application for allotment dated 19.02.2024 and receipt dated 07.03.2024 are attached as Annexures C3 and C4 respectively.

- (iii) That the respondent on the basis of the application for allotment by the complainant and the application money paid by the complainant, issued Regular Letter of Allotment (RLA) to the complainant on 07.03.2024 vide which Plot no. 145 in Sector 15 at Industrial Estate, Dharuhera was stated to be allotted to the complainant. That the said RLA was a wholly one-sided document containing totally unilateral, arbitrary, one-sided, and legally untenable terms favoring the respondent and was totally against the interest of the purchaser, including the complainant herein.
- (iv) The said RLA contained several clauses which were totally discriminatory and biased towards the respondent. Moreover, the terms contained in the allotment letter dated 07.03.2024 were not in consonance with the provisions of the RERA Act, 2016 and HRERA Rules, 2017 which were already operative and enforced. That the total sale consideration as per the said RLA was ₹4,38,54,863/- and hence, the complainant had made the payment of 10% of the total amount to the respondent.
- (v) Moreover, the respondent was in a completely dominant position and wanted to deliberately exploit the same at the cost of the innocent purchasers including the complainant as is evident from the clauses of the said allotment letter. That the respondent had given itself an absolute



liberty to charge an interest from the complainant in case of any delay or default on the part of the complainant in complying with the unilateral clauses imposed upon by the respondent. However, the respondent on the other hand, can act upon its own free will and as per the provisions of the allotment letter, no actions of the respondent would attract any penalty or interest amount.

(vi) That the respondent vide the said RLA on one hand, unilaterally specified the interest payable by the complainant in case of any delay but on the other hand, no such interest or liability was imposed upon the respondent in case of any delay or default in abiding by its obligations. The terms and conditions contained in the said allotment letter are unilateral, arbitrary, illegal, unfair and biased in favour of the respondent and are totally unbalanced and unwarranted. That as per Clause 2(v) of the said RLA, the respondent has discharged with its obligation of intimating the complainant of the due date of making any installments and have rather stated that in case of any default or delay, the complainant shall be liable to pay interest @15% p.a. for the defaulted period.

(vii) That, furthermore, the respondent vide the said RLA has failed to specify any due date of handing over the possession of the said allotted plot. However, the respondent in continuation of the imposing unilateral terms and conditions on the complainant yet again has stated vide Clause 2 (vii) of the said RLA that in case of any delay on the part of the complainant in

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executing the agreement or taking over the possession of the said plot, after the possession has been offered by the respondent, in such a case the complainant shall not be exempted from any liability to pay the interest on the outstanding amount towards the price as well as qua the non-completion of construction and non- implementation of the project within the stipulated period. The respondent moreover, at its own free will has stated that in case any conditions forming part of the RLA remains unfulfilled on the part of the complainant then in that scenario it has given itself unlimited and unprecedented power to terminate the allotment after expiry of 60 days from the date of stipulated period. Furthermore vide the said clause, the respondent has assumed dominant position wherein it has stated that the physical possession of the industrial plot would be delivered to the complainant only after the complainant executed the agreement with the respondent.

- (viii) That the respondent vide the said RLA dated 07.03.2024 has enclosed the copy of the agreement that is to be executed between the complainant and the respondent. It is pertinent to mention here that even the said Agreement as shared by the respondent is not in consonance with the sample agreement format as specified in 'Annexure A' as per the Rule 8 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (HREDA Rules, 2017).



- (ix) That the respondent vide the said shared agreement imposed upon the liability of interest in case of any delay by the complainant in depositing the 25% price of the plot beyond 60 days. However, there was no such obligation on the part of the respondent in case of any default or delay on its part.
- (x) It is pertinent to mention here that the respondent vide Clause 4 of the said agreement forming part of RLA has categorically stated that the complainant shall complete the project within a period of 3 years from the date of offer of possession. However, the respondent yet again failed to specify any date of handing over of possession of the plot in question to the Complainant. The above stated unilateral clauses along with several other clauses depict the arbitrariness and high handedness of the respondent and the conduct by which the respondent had misused its dominant position.
- (xi) That the respondent vide the agreement shared along with the RLA has failed to provide with a specific date of handing over of possession. Moreover, the interest component as specified in the RLA has been defined as 15% which contradicts the provisions of RERA Act, 2016 and Rule 15 of the HRERA Rules, 2017 which is 2% above the MCLR rate. The respondent moreover has only highlighted the liability of the complainant in events of delays or defaults and had failed to provide for the liability of the respondent in case of its delays and defaults.



- (xii) That HRERA Rules, 2017 provides for a model agreement wherein certain essential clauses are specified that are required to be made part of the agreement that is to be executed between the promoter and the allottee after implantation of the RERA Act, 2016. It is a settled law that any agreement which is executed in contrary to the Model RERA Agreement, post the implementation of RERA Act, 2016 is to be considered as void to that extent. As already mentioned in the preceding paras, the respondent has failed to draft its agreement as per the said model agreement. That the agreement should clearly define the price, possession date, construction timeline, penalties for delays, payment schedule, and specifications of the property. It should also include clauses related to the transfer of ownership, maintenance, and dispute resolution.
- (xiii) That the respondent had miserably failed to comply with the provisions of the RERA Act, 2016 and HRERA Rules, 2017. That the respondent has even failed to obtain a registration certificate of the project from this Hon'ble Authority and has acted in blatant violation of Section 3 of the RERA Act, 2016. The said provisions of the RERA Act, 2016 specifically puts upon an obligation upon the promoter to obtain a registration certificate for the project prior to any kind of dealings with the allottees, the respondent herein had failed to comply with the said provision.
- (xiv) That on account of several unilateral and one-sided clauses favoring the respondent, the complainant has refused to accept the said RLA or to

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execute the said shared agreement. The complainant further requested the respondent to issue an RLA and agreement with more balanced terms and in the interest of both the complainant and the respondent and share a copy of the agreement that is in consonance with the Format of the Agreement as specified in the HIRERA Rules, 2017. Copy the RLA dated 07.03.2024 along with the enclosed agreement and letter of acceptance are attached as Annexure C5.

- (xv) That the respondent has failed to pay any heed to the concerns of the complainant and has further threatened the complainant to forfeit the amount already paid by the complainant in case the agreement shared by the respondent is not executed. In lieu of the said threat, the complainant has been forced to make the payment of ₹66,45,402/- on 06.04.2024. That the complainant has till date made the payment of ₹1,09,71,215 /- out of the total sale consideration, i.e 25% of the total sale consideration. The said fact is evident from the statement of account shared by the respondent as on 09.04.2024. The said payment has been made by the complainant under protest on account of absolute threat and fear of cancellation of allotment by the respondent and the same was also informed by the complainant to the respondent via email dated 08.04.2024. Copy of statement of account as on 09.04.2024 is attached as Annexure C6. Copy of the email dated 08.04.2024 is attached as Annexure C7.



(xvi) That the act of the respondent in demanding 25% of the payment of the total sale consideration is in contrast to Section 13 of the RERA Act, 2016 read with Clause 21 and 22 of the Haryana Real Estate Regulatory Authority, Panchkula (Registration of Projects) Registration, 2018 notified on 09.02.2018. That as per the said provisions, the promoter cannot demand and the complainant is not liable to make any payment beyond 10% of the total sale consideration before an Agreement, as per Rule 8 of the HREERA Rules, 2017, is executed. Yet, under coercion, the complainant has been forced to make the payment of the amount beyond 10% of the total sale consideration. Copy of the Haryana Real Estate Regulatory Authority, Panchkula (Registration of Projects) Registration, 2018 is attached as Annexure C8.

(xvii) That the respondent at the time of booking categorically assured the complainant that it would be fair in dealing with the complainant and would act strictly as per the provisions of the law of the land. The complainant was in complete shock and dismay with the conduct of the respondent and the terms and conditions forming part of the RLA and the Agreement. The complainant, accordingly, vide its email dated 17.03.2024 highlighted the unfair terms and conditions contained in the RLA issued by the respondent. The complainant vide the said email had specifically requested the respondent to resolve the raised issues as soon as possible and issue a letter of allotment with more balanced terms. The



contents of the said email be read as part of the present complaint in order to avoid any unnecessary repetition and for the sake of brevity. The complainant also pointed out several irregularities on the part of the respondent wherein the respondent has ignored the provisions of the RERA Act, 2016 and HRERA Rules, 2017. The complainant has not received any response to the said email dated 17.03.2024 despite several reminder emails dated 20.03.2024, 21.03.2024 and 27.03.2024. Copy of email dated 17.03.2024, reminders dated 20.03.2024, 21.03.2024 and 27.03.2024 are attached as Annexure C9 and Annexure C10 respectively.

(xviii) That the complainant has paid a substantial sum of money to the respondent and the respondent has in complete deviance to the provisions laid down in the RERA Act, 2016 and HRERA Rules, 2017 issued an allotment letter with unilateral and biased terms and conditions. Furthermore, the respondent despite the assurances made at the time of booking of the said plot is now refusing to amend and terms or clauses to make the allotment letter balanced and there is a constant threat of termination of the plot.

(xix) That the respondent had in response to the concerns raised by the complainant categorically stated that the respondent is not obligated to act as per the RERA Act, 2016 and thus is not liable to change the provisions of the allotment letter or the Agreement as shared by the respondent. That Section 89 of the RERA Act, 2016 is very specific in nature and it has



been laid down that if there is any contradiction between RERA Act, 2016 and any other law for the time being in force, then RERA Act, 2016 would prevail. It is for this very reason, that RERA Act, 2016 prevails over Affordable Housing Policy, 2013 and should also prevail over Estate Management Procedure- 2015 (EMP-2015).

- (xx) That the conduct of the respondent shows that the respondent is having no intention to abide by the provisions laid down by law or to deal with the innocent allottees such as the complainant herein. The respondent has misused and converted to its own use the huge hard-earned amounts received from the complainants and other buyers in the project in a totally illegal and unprofessional manner and the respondent was least bothered about the compliance of the RERA Act and HRERA Rules, 2017. The respondent has deliberately, mischievously, dishonestly and with malafide motives cheated and defrauded the complainants.
- (xxi) That the respondent is enjoying the valuable amount of consideration paid by the complainant out of its hard earned money and the complainant realizing the same, demanded the compliance of the RERA Act, 2016 and HRERA Rules, 2017. The respondent has in complete defiance of its obligations refused to amend the terms of the allotment or execute the agreement and hand over the possession to the complainant leaving the complainant with no other option but to file the present complaint. Since respondent miserably failed in its obligations, hence the complainant is



entitled to execution of an Agreement with balanced terms and conditions as per the Real Estate (Regulation and Development) Act, 2016 and Haryana

B. RELIEFS SOUGHT

3. Complainant has sought following reliefs :

- i. The RLA dated 07.03.2024 and the Agreement forming part of it be declared to be void in lieu of Section 89 of RERA Act, 2016 read with Rule 8 of HRERA Rules, 2017.
- ii. Direct the Respondent to reissue the RLA and the Agreement as per the provisions of RERA Act, 2016 and HRERA Rules, 2017 and in view of the submissions made in the complaint.
- iii. Direct to Respondent not to cancel the allotment based on unfair terms outlined in the RLA if the complainant does not accept the RLA and accompanying standard terms and conditions of allotment within 60 days. Furthermore, the Respondent should not forfeit the Earnest Money Deposit (EMD) amount in such cases.
- iv. Direct to Respondent to register the project under the Real Estate Regulatory Authority (RERA) to ensure compliance with legal requirements and protect the rights of the buyer.
- v. Direct the Respondent not to demand and the Complainant not to make any further payment until and unless, the RLA and the Agreement is reissued



strictly as per the provisions of the RERA Act, 2016 read with Haryana RERA Rules, 2017.

- vi. Direct the Respondent to confirm the possession date along with the completion of the road according to the development plan, without any pending court cases or cloud on the title of the project land.
- vii. Impose penalty on the Respondent, for violation of the provisions of RERA Act, 2016 read with HREERA Rules, 2017.
- viii. Any other relief in favour of the Complainant and against the Respondent as this Hon'ble Authority may deem fit.

C. REPLY ON BEHALF OF RESPONDENT

4. Following submissions have been made by the respondent in its reply dated 09.01.2026 which are as follows:

- (i) That the complainant emerged H-1 bidder on plot No. 145, Sector-15, IE Dharuhera with H-1 bid of ₹42650/- per square meter. The bid was accepted by the competent authority on 19.01.2024. Vide email dated 23.01.2024, the complainant and all other successful bidders were requested to make H-1 payment to complete 10% price of the plots at H-1 bid price on or before 30.01.2024. The complainant deposited H-1 payment amounting to ₹30,80,532/- on 29.01.2024 in addition to ₹12,37,781/- deposited as EMD at the time of registration to complete 10% price of the plot.
- (ii) That vide email dated 12.02.2024, the complainant was requested to file formal application on e-sewa portal of the respondent on or before 24.02.2024



to enable the respondent Corporation to issue Regular Letter of Allotment (RLA). The complainant filed the same and RLA containing terms & conditions of allotment was issued on 07.03.2024. Copy of the RLA alongwith Appendix-A is annexed as Annexure R-2.

(iii) That RLA and Appendix-A containing terms & conditions of allotment is a standard document, issued to all the successful applicants and no discrimination has been done with the complainant. As regards handing over possession of the plot is concerned, it was clearly mentioned in the e-auction brochure that *"Wherever the basic minimum infrastructure is yet to be developed, the allotment shall be without offer of possession"*. Further, all the work/ development of basic infrastructure in the area has been completed except charge in the 11 KV HT Line in front of the plot in question, which is to be provided by the Electrical Department and the same shall be done within a period of 4 months. After completion of basic infrastructure facility of charging electricity current in the already installed HT Line, physical possession of the plots shall be offered.

(iv) That since allotment is without offer of possession, respondent is not charging any interest on installments of plot cost. The allottees are liable to make payment of principal amount of installment only on due date(s). In case of default in payment of principal amount of installment on due date, the allottees are liable to pay delayed interest @ 15% p.a. for the period of default. Further, the three years period for project completion shall also be



counted from the date of formal offer of possession after completion of basic infrastructure facilities.

(v) That in addition to above, the complainant has the option to seek suo-moto physical possession of the plot in the absence of development works, which is allowed by the Respondent and in which case also, the installments shall be interest free and three years period for project completion shall be counted from the date of formal offer of possession in the Estate.

(vi) That the respondent does not fall within the definition of "Promoter" as defined in Real Estate (Regulation and Development) Act, 2016 and this Ld. Authority has no jurisdiction to entertain the complaint. The complaint being not maintainable, the same is liable to be dismissed at the outset.

(vii) That the complainant had purchased the industrial plot in the e- auction on "*As is where as basis*". The complainant knew the infrastructure facilities available at the time of auction. Further, the allotment was handed over without offer of possession. Thus the complainant had the complete knowledge of the situation and now the complainant is raking these issues for the reasons best known to it.

(viii) That it is denied that Sh. Dinesh Kumar has been authorized as per law.

(ix) It is denied that the respondent is comprised of several clever and shrewd types of persons and has lately started indulging in violation of the provisions of law in order to cause wrongful gain to itself. It is submitted that the complainant has made a very derogatory statement without any basis. The



respondent has been formed to promote medium and large industries for rapid industrialization in the state of Haryana. The complainant be put to stick proof for the averments made in this para.

(x) That the complainant, being an allottee, has approached the wrong forum as the respondent is not promoter.

(xi) That it is admitted to the extent that the industrial plots in sector 15, Industrial Estate, Dharuhera were offered for sale. However, it is denied that any misrepresentation or a false picture of the project was painted by the respondent. That the respondent is guided by the rules and regulations and strictly adhere to them. The facilities to be provided in the project, as shown in the brochure, would be provided to all the allottees. The complainant is trying to mislead this Hon'ble Authority by making false and frivolous allegations against the respondent corporation.

(xii) It is denied that the representatives of the complainant were induced by the assurances and representations made by the respondent corporation. It is further denied that the complainant applied and subsequently made the payments on the assurances of the respondent corporation. That the plots were available through the e-auction on "as is where is basis". The complainant, after due diligence applied in e-auction with open eyes and made the payments as required. The complainant is making false averments so as to mislead this Ld. Authority.



- (xiii) That the contents are admitted to the extent that the complainant was allotted plot number 145 in sector 15 at Industrial Estate, Dharuhera. However, it is denied that the RLA issued to the complainant on 07.03.2024 was only one-sided document containing totally unilateral, arbitrary, one-sided and legally untenable terms favouring the respondent corporation and was totally against the interest of the purchaser, including the complainant herein. It is further denied that RLA contained clauses which were totally discriminatory and biased towards the respondent. It is further denied that the terms contained in the allotment letter are not in consonance with the provisions of RERA Act, 2016 and HRERA Rules, 2017.
- (xiv) That the terms and conditions of allotment mentioned in RLA are standard conditions, which are for all the successful applicants and no discrimination has been done with the complainant. The complainant is already in knowledge of the terms and conditions governing the allotment and before accepting the same, the complainant had gone through the terms and conditions, and after understanding the same, the complainant had accepted. There was no force or pressure from the respondent upon the complainant to accept the RLA.
- (xv) The complainant not only accepted the RLA but also made the payments as per the terms and conditions envisaged in the RLA. Thus, the complainant is now estopped from raising any such pleas.
- (xvi) That the complainant has failed to explain as to how the charging of the interest upon the delayed payments amounts to discrimination or arbitrariness.



The complainant is under obligation to pay the cost of the plot and in the event of any delay, the complainant is bound to pay the interest.

(xvii) It is denied that the terms and conditions contained in the allotment letter are unilateral, arbitrary, illegal, unfair, and advised in favour of the respondent corporation and are totally unbalanced and unwarranted. That since the allotment is without offer of possession, the respondent is not charging any interest on installments of plot cost. The interest is only charged in case the allottee does not make the payment of principal amount on due date(s). Thus, no legality, discrimination or arbitrariness can be attributable on the part of the respondent corporation. The complainant is twisting the facts and the terms of the RLA only with an intention to mislead this Hon'ble Authority.

(xviii) It is denied that the respondent has given itself unlimited and unprecedented power to terminate the allotment. It is further denied that the respondent has assumed dominant position, wherein it has stated that the physical possession of the industrial plot would be delivered to the complainant only after the complainant execute the agreement with the respondent corporation. The complainant is projecting the terms of the RLA in a wrong manner. It is an admitted fact that no interest on installments is being charged as the allotment is without offer of possession. It is further an admitted fact that the period of three years for completing the project would be counted from the date of formal offer of possession after completion of basic infrastructure facilities. There is no illegality in imposing a condition of charging interest on the



outstanding amount after the possession has been issued to the complainant. The execution of the agreement is part of the allotment procedure. The complainant does not explain as to how requirement of agreement is prejudicing the complainant. The allotment is governed by certain terms and conditions, and if the same are unfulfilled or not adhered by the complainant, the respondent corporation can terminate the allotment. The complainant is raising frivolous issues for no cause.

(xix) It is denied that the agreement enclosed with the RLA is not in consonance with the sample agreement format as specified in "Annexure A" as per rule 8 of the Haryana Real Estate Regulation and Development Rules, 2017. The complainant be put to strict proof for the averments made in this regard.

(xx) It is denied that the provisions of the agreement are one-sided and are illegal, absurd, unilateral, arbitrary, unconscionable and not valid. That the complainant is making false, frivolous, and baseless submissions so as to mislead this Hon'ble Authority.

(xxi) That the respondent is not charging any interest on installments till the offer of possession, which itself shows that the respondent has taken care of the loss which could have occurred in case of charging of interest on installments without being any formal offer of possession. The complainant is interpreting the terms in a negative manner and not in its true perspective.

(xxii) That no loss has accrued to the complainant for the alleged delay in offer of possession. The complainant had purchased the industrial plot in the e-auction



on "As is where as basis". The complainant knew the infrastructure facilities available at the time of auction. Further, the allotment was handed over without offer of possession. Thus the complainant had the complete knowledge of the situation and now the complainant is raking these issues for the reasons best known to it.

(xxiii) It is denied that the respondent has committed various acts of omission and commission by making incorrect and false statements at the time of booking. It is denied that there is any threat from the respondent to the complainant. It is further denied that the provisions of RERA Act, 2016, and other Acts/regulations have been violated by the respondent. It is denied that the complainant has been duped of its hard earned money and is being mentally and financially harassed by the respondent. It is denied that the respondent has used and converted to its own use the amount received from the complainant and other buyers in the project in a totally illegal and unprofessional manner.

(xxiv) The payments are being made by the complainant as per the terms and conditions of the RLA, which, otherwise the complainant is in obligation to make. There has never been any assurances or false representation by the respondent corporation to the complainant. The complainant had participated in the e- auction with open eyes, knowing fully well about the status of the development works at the site. The development works are expected to be completed within this year and thereafter physical possession shall be offered to the complainant and other allottees.



(xxv) A complete balance has been maintained by the respondent corporation while framing the terms and conditions of the RLA and the agreement. The conditions are also beneficial to the complainant like non-charging of interest on the installments before the formal offer of possession and excluding the period of three years for completion of project from allotment till the formal offer of possession. Thus in no manner the complainant can allege any illegal arbitrariness, dominant position, etc.

D. WRITTEN ARGUMENTS FILED BY THE RESPONDENT

5. Followings submissions are made by the respondent:

- (i) That vide order dated 06.04.2026, Authority directed the respondent to file written submissions as to when the offer of possession can be given to the complainant. It is submitted that the work of electricity distribution system and street light system has already been completed. The electricity distribution system has been charged by taking single point HT 180KW connection from DHBVN to charge the newly erected lines and street light system. DHBVN was requested to erect 02 Nos. of 11 KV feeders for releasing temporary connection to the allottees since 66KV sub-station is not constructed which is to be constructed by HVPNL as despite work of HSIIDC. Further an amount of ₹4,96,81,108/- has been demanded from Head Office vide office memo no. HSIIDC:152 dated 15.04.2026, as per demand submitted by DHBVN for erection of 02 Nos. 11KV feeders for I.E Dharuhera. As per discussion held with DHBVNL officials, it will take



approximate 04 months time to erect 02 nos. 11 KV feeders to supply power to newly developed electrical infrastructure of I.E Dharuhera.

(ii) That the development works are almost complete and the respondents would be offering the possession to all the allottees as soon as 02 Nos. 11KV feeders are erected by DHBVNL.

(iii) That the RLA containing terms and conditions of allotment was issued on 07.03.2024, however the complainant has filed the complaint on 23.04.2024 without waiting for a period of 36 months from the date of issuance of RLA. Thus the complaint being premature and same is liable to be dismissed.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

6. Detailed arguments stand recorded in the order dated 06.04.2026 and are not reiterated herein for the sake of brevity and to avoid repetition.

F. ISSUE FOR ADJUDICATION

7. Whether complainant is entitled for the reliefs sought?

G. OBSERVATIONS AND DECISION OF AUTHORITY

8. Respondent has raised the objection that respondent does not fall within the definition of "promoter" as defined in RERA Act of 2016, therefore, Authority has no jurisdiction to entertain the present complaint. Here, Authority observes that the first issue which needs adjudication is whether the respondent Haryana State Industrial and Infrastructure development Corporation (HSIIDC), is a 'promoter' of the real estate project as per



provisions of RERA Act, 2016. For this purpose, reference has been made to the definition of “promoter” under Section 2(zk) of RERA Act, 2016. Definition is reproduced herein below:

(zk) “promoter” means,—

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

*(iii) any **development authority** or any other public body in respect of allottees of—*

*(a) **buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or***

(b) plots owned by such authority or body or placed at their disposal by the Government,

for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

*(v) any other person who acts himself as a builder, coloniser, contractor, **developer, estate developer** or by any other name or*



claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

The Act covers all bodies private and public which develop real estate projects for sale to the general public. Section 2(zk) defines the term 'promoter' which includes both private and public real estate promoters. Thus, both Development Authorities and the Housing Boards, when involved in sale are covered under the Act.

(a) Development authority or any other public body is a promoter in following cases:

- (i) Such buildings or apartments constructed by such authority or body.
- (ii) Such buildings or apartments constructed either on lands owned by them or placed at their disposal by the Government.
- (iii) Such buildings or apartments constructed by such Authority or body for the purpose of selling all or some of the apartments.

Or

(b) in respect of allottees of plots

- (i) (a) the plots owned by such Authority or body; or (b) the plots placed at their disposal by the Govt; and
- (ii) For the purpose of selling all or some of the plots.



Accordingly, development authorities and public bodies engaged in construction of buildings or apartments or development of plots are promoters under this Act. It is irrespective of the fact whether the buildings or apartments are constructed or plots are developed on the land owned by them or placed at their disposal by the government. Here, Haryana State Industrial and Infrastructure development Corporation (HSIIDC) is a Development Agency, that is engaged in the construction of building/apartments for the purpose of sale, issued regular allotment letter (RLA) to allottee, M/s APL Auto Components Private Limited on 07.03.2024 allotting industrial plot no. 145, Sector-15, Phase Industrial Estate Dharuhera, Haryana. Hence, the relationship between the allottee and developer is very well established and hence, Haryana State Industrial and Infrastructure development Corporation (HSIIDC) is covered under the definition of promoter under Section 2(zk).

Next it is to be seen whether the complainant M/s APL Auto Components Private Limited is an allottee or not as per Section 2(d) of the RERA Act, 2016. In this regard reference is made to the definition of allottee. As per Section 2(d) of the RERA Act, "allottee" is defined as follows:

(d) "allottee" in relation to a real estate project, means the person to whom a plot apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and



includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent:

The definition of allottee' covers any person to whom a plot, apartment, building has been allotted, sold (whether as freehold or leasehold), or otherwise transferred by the promoter. It also includes the person who subsequently acquires the said allotment through "sale", "transfer", or "otherwise". In the present case, allotment letter was issued allottee M/s APL Auto Components Private Limited on 07.03.2024, allotting a industrial plot.

Further reference is made to Section. 2(zj) & (zn) of the RERA Act wherein "project" & "real estate project" are defined respectively as follows:

(zj) "project" means the real estate project as defined in clause (zn):

(zn) "real estate project means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the



development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

A conjoint reading of the Section 2(d) 2(zk) and Ss. 2(zj) & (zn) leaves no room for any ambiguity and makes it clear that Haryana State Industrial and Infrastructure development Corporation (HSIIDC) is a promoter in respect of complainant allottee of the industrial plot allotted by it in its real estate project at Dharuhera, Rewari and there exists a relationship of an allottee and promoter between the parties. Since, relationship of an allottee and promoter between complainant and respondent is established and the issues deals with real estate project developed by respondent, hence, provisions of RERA Act, 2016 applies to the matter and Authority has the exclusive jurisdiction to deal with the matter.

9. The Authority has carefully examined the documents placed on record and arguments submitted by both the parties. It is an admitted fact that complainant applied for booking of industrial plot vide application no. N2024FEB78034 dated 19.02.2024 by participating in the e-auction of industrial plot. Complainant deposited the earnest money of ₹12,37,781/- and processing fee of ₹7500/- (total 12,45,281/-). Thereafter, complainant paid remaining amount of earnest money of ₹30,80,532/- (application money), respondent issued cumulative receipt of ₹43,25,813/- as application money

(₹12,45,281/-+ ₹30,80,532/-) on 04.03.2024. On 07.03.2024, respondent issued regular letter of allotment hereinafter referred as RLA to the complainant by allotting industrial plot no. 145, Sector-15, Phase Industrial Estate Dharuhera, Haryana. Also, in total, complainant had paid an amount of ₹1,09,71,215/- to the respondent against the tentative price of ₹4,38,54,863/- as mentioned in RLA.

10. Now the main grievance of complainant is that Regular Letter of Allotment (RLA) issued to the complainant on 07.03.2024 was wholly one sided document containing unilateral, arbitrary terms favouring the respondent. Moreover the terms and conditions contained in said RLA were not in consonance with provisions of RERA Act of 2016 and HRERA Rules, 2017. Further, respondent had given itself liberty to charge interest from the complainant in case of any delay or default on the part of the complainant in complying with the unilateral clauses imposed upon by the respondent. That as per the clause 2(v) of the RLA, the respondent has discharged with its obligation of intimating the complainant of the due date of making instalment and have rather stated in case of default or delay, the complainant shall be liable to pay interest @15% p.a for the defaulted period. Further respondent has failed to specify any due date of handing over of possession of said allotted plot. That even the agreement to be executed between the parties is not in consonance with the sample agreement format as specified in "Annexure A" as per the Rule 8 of the HRERA Rules 2017. Moreover, the



interest component as specified in the RLA has been defined as 15% which contradicts the RERA Act of 2016 and Rule 15 of HRERA Rules 2017 which is 2% above the MCLR rate. Respondent has only highlighted the liability of the complainant in events of delays or defaults and has failed to provide for the liability of the respondent in case of delay and defaults. Now complainant wants respondent to issue fresh RLA and agreement with more balanced terms in consonance with the format of agreement specified in HRERA Rules 2017.

11. Authority observes that the respondent invited applications for participation in the e-auction of industrial plots. The complainant voluntarily participated in the said e-auction, accepted the terms and conditions governing the auction process and applied in the said auction by application no. N2024FEB78034 dated 19.02.2024 and thereafter, emerged as the highest bidder and in consonance with this, respondent allotted Plot No. 145, Sector-15, Industrial Estate, Dharuhera, Haryana. Meaning thereby, complainant was allotted plot only after complainant emerged as highest bidder. At the outset, it is necessary to note that the complainant was fully aware of the terms and conditions of the auction prior to submitting his bid. The auction conditions formed the foundation of the bidding process and governed all participants uniformly. Having consciously participated in the process and secured allotment pursuant thereto, the complainant cannot subsequently seek modification of the very terms which were known to him at the time of



bidding. Further it is evident that after being the successful bidder and submitting the application then only RLA was issued to the complainant.

12. Allegation of the complainant is that he had sent various emails dated 17.03.2024, reminders dated 20.03.2024, 21.03.2024, 27.03.2024 to the respondent challenging the terms of the RLA to the respondent, however, respondent did not respond to the queries raised by the complainant. Therefore, under the threat of cancellation of allotment, complainant deposited the allotment money (15%) of the consideration and in this regard he raised his concern again 08.04.2024 vide email. Authority observes this contention of the complainant cannot be sustained as complainant after being the highest bidder and issuance of RLA on 07.03.2024, is challenging the terms of RLA. If that is the case, complainant should not have participated in the auction and should not have deposited the earnest money. The terms and conditions of the RLA mentioned as follows:

"2. AND WHEREAS this allotment, among other terms and conditions, contained in Appendix A, is subject to following conditions precedent to be fulfilled by you within stipulated period:

i. You are advised to carefully go through the contents of the RLA, as well as the terms and conditions stipulated in the Appendix A. you shall be required to submit the Letter of Acceptance, in Appendix b, duly signed (each and every page), in token of having accepted the allotment of above noted Industrial Plot, including the terms and conditions contained hereunder and as stipulated in Appendix A;



ii. Alongwith the letter of acceptance, in Appendix B, you shall be also be required to remit a sum of ₹6,645,402.75 to HSIIDC as per prescribed procedure towards 15% of the tentative price of the aforesaid Industrial Plot, so as to make it 25% thereof, after including ₹4,318,313/- towards 10% earnest money (excluding non-refundable processing fee), already paid by you at the time of submission of application."

On reading the said clauses, it is evident that, after issuance of RLA, complainant was required to submit letter of acceptance and sum of ₹66,45,402.75/- allotment money (15%) which was duly deposited by the complainant on 06.04.2024 against which receipt issued on 24.04.2024. This conduct of the complainant itself shows that complainant duly accepted the terms and conditions of the RLA and is bound by the same. Moreover, complainant has not placed reliable documentary evidence to substantiate the claim that he had been pressurized or was under the threat of cancellation of allotment. Therefore, this contention of the complainant is not sustained. Further, it is on record that the alleged email dated 08.04.2024 attached as annexure C-7 at page no. 48 of complaint file is undated which can't be relied upon.

13. Another contention raised by the complainant is that regular letter of allotment be governed by RERA Act of 2016 and not by the EMP-2015 and other policies of the State Government. In this regard, it is clearly mentioned in the auction conditions that "*allotment shall be governed by the provisions*



as contained in HEEP-2020, EMP-2015, Haryana Building Code-2017, as amended from time to time and other applicable laws. The provisions of Haryana Building Code-2017 shall prevail over the provisions contained in EMP-2015 related to building bye laws.

Further, page no. 34, annexed as Annexure C-3, attached by the complainant is the application by the complainant, wherein it is mentioned that:

"1. I/We hereby understand the allotment of the Industrial Plot shall be governed by the provisions of the Industrial Policy of the State Government and applicable Estate Management Procedure (EMP) of the Corporation, as amended from time to time. I/We hereby confirm that I/We have gone through the Enterprise Promotion Policy 2015 of the State Government and EMP 2015 of HSIIDC and understood the provisions thereof as well as terms and conditions of allotment/conditions for online filing of application form."

Conjoint reading of both the clauses clearly established that the complainant was well aware that the terms and condition of the allotment were governed by the EMP Policy 2015 and other state government policy. Now complainant cannot seek modification of said terms.

14. Further, complainant contends that respondent has not specified any clause or specific time to handover the physical possession of the plot which is not in consonance with the model agreement of RERA Act of 2016. In this regard, it is clearly mentioned and highlighted in e-auction brochure that



“NOTE : Wherever the basic minimum infrastructure is yet to be developed, the allotment shall be without offer of possession.” Regarding the basic minimum infrastructure the contention of the respondent is that all the work/development of basic infrastructure in that area has been completed except the charge in the 11KV HT line in the front of the plot in question which is to be provided by the electrical department. Further to support his contention, respondent in his written submissions, in consonance with the directions issued by the Authority vide its order dated 06.04.2026, has stated that work of electricity distribution and street light system has already been completed. The electricity distribution system has been charged by taking single point HT 180KW connection from DHBVN to charge the newly erected lines and street light system. DHBVN was requested to erect 02 Nos. 11 KV feeders for releasing temporary connection to the allottees since 66KV substation is not constructed which is to be constructed by HVPNL as despite work of HSIIDC. Further an amount of ₹4,96,81,108/- has been demanded from Head Office vide office memo no. HSIIDC:152 dated 15.04.2026 as per demand submitted by DHBVN for erection of 02 Nos. 11KV feeders for I.E Dharuhera. As per discussion held with DHBVNL officials, it will take approximate 04 months time to erect 02 nos. 11 KV feeders to supply power to newly developed electrical infrastructure of I.E Dharuhera. Meaning thereby that the respondent has done his duty and now the matter is pending on side of other department. So it can be said that



possession can be offered within next 4 months. If the complainant wants to accept the possession as is on where basis, respondent has given the liberty to the complainant to take the suo motu physical possession of the plot. Further in the agreement which is annexed as Annexure A alongwith RLA, it is mentioned that :

2. That the aforesaid Industrial Plot has been allotted on the “as is where is basis” and that HSIIDC will not responsible for levelling uneven site; and that the allottee shall be liable to pay additional sum/money for any structure/ super structure, tree & plants, boundary/compound wall or any other fixture that may be standing/existing thereon at the time of allotment, for which, compensation, as assessed, had been paid by the HSIIDC.

The respondent has further clarified that formal offer of possession shall be issued after completion of the remaining infrastructure works and that the period of three years prescribed for construction shall commence from the date of such offer of possession. The respondent has thus acknowledged that the construction period would not begin to run against the allottee until possession is formally offered. Consequently, the apprehension expressed by the complainant regarding commencement of the construction period stands adequately addressed.



15. The complainant has further objected to the delayed payment interest clause providing for interest at the rate of 15% per annum. However, the respondent has clarified that since possession has not yet been offered, no interest on instalments is presently being charged and that delayed payment interest would arise only in the event of default in payment of principal dues as per the applicable allotment conditions. At this stage, no material has been produced to show that any arbitrary or illegal demand has actually been raised against the complainant by the respondent. The challenge is therefore largely founded upon apprehended future consequences rather than an existing infringement of rights.
16. A significant aspect which cannot be overlooked is that the complainant neither seeks refund of the amount deposited nor cancellation of the allotment. Rather, the complainant seeks continuation of the allotment while simultaneously seeking modification of the contractual framework under which the allotment was granted. Such a stand is inherently contradictory and legally untenable. It is a settled principle of law that the doctrine of approbation and reprobation is firmly embedded in Indian jurisprudence. A party cannot be permitted to accept and retain the benefits arising out of a transaction while, at the same time, repudiating the obligations and conditions that form an integral part thereof. The law does not allow a litigant who seeks to "blow hot and cold", or to affirm and disaffirm the same transaction according to convenience. Once a party has elected to



accept a benefit under an order, contract, or transaction, such party is estopped from subsequently challenging the very source from which the benefit has been derived. The doctrine of election is based on the rule of equity that one cannot accept and reject the same instrument.

17. Applying the aforesaid principle to the facts of the present case, the complainant, having consciously accepted the allotment, retained all rights flowing therefrom, and continued to assert entitlement under the allotment itself, cannot now seek to rewrite or selectively invalidate the contractual terms governing the said allotment. If the complainant's grievance was against the contractual framework itself, the logical consequence would have been to seek cancellation of the allotment and refund of the consideration paid. Having elected to retain the allotment and continue to enjoy the benefits thereof, the complainant is estopped from challenging the very conditions upon which such allotment was granted. The present complaint is, therefore, a clear attempt to retain the advantages under the contract while avoiding its corresponding obligations. Such an approach is hit by the doctrine of approbation and reprobation and deserves to be rejected on this ground alone.
18. Accordingly, this Authority is of the considered opinion that the complainant, after having voluntarily participated in the e-auction process, accepted the auction conditions, emerged as the highest bidder and accepted



allotment pursuant thereto, is estopped from challenging the contractual framework governing the allotment.

19. In view of the aforesaid observations, this Authority is of the considered view that the complainant has failed to establish the case in his favour, therefore, Authority decides to dispose off the above captioned **complaint as dismissed** on the grounds mentioned above. The present complaint is accordingly **disposed off** in view of above terms.
20. File be consigned to the record room after uploading of the order on the website of the Authority.



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NADIM AKHTAR
[MEMBER]