

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: June 03, 2026

Appeal No. 82 of 2024

GLS Infracon Pvt. Ltd., 707, 7th floor, JMD Pacific Square,
Sector-15, Part-II, Gurugram, Haryana-122001.

... Appellant–Promoter

Versus

Mahua Das, R/o 24, Ground Floor, K-3.1, Vatika India Next,
Sector-83, Gurugram-122004.

... Respondent No.1 – Allottee

Haryana Real Estate Regulatory Authority, Gurugram.

... Respondent No.2 – Authority

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad**

**Chairman
Member (Judicial)**

Present: Mr. Sandeep Chaudhary, Advocate,
for the Appellant-promoter
Mr. Mangesh Goel, Advocate for the Respondent no. 1
None for Respondent No. 2.

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 08.12.2023,
passed by the Authority¹ in Complaint No.4266 of 2021 filed by the
allottee. Operative part thereof is reproduced hereunder:

“G. Directions of the authority

- a. The promoter shall not charge anything which is not part of the buyer’s agreement, the respondent is not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the buyer’s agreement as per law settled by Hon’ble Supreme Court in Civil Appeal Nos. 3864–3889 of 2020 decided on 14.12.2020,*
- b. The respondent is directed to reinstate the unit of the complainant, within 30 days from the date of this order. The complainant is also directed to pay the outstanding dues as per policy, 2013.”*

¹ Haryana Real Estate Regulatory Authority, Gurugram

2. Factual matrix of the case is that the appellant–promoter launched an affordable group housing project “GLS Infratech - Avenue 81” at Sector-81, Gurugram, on land measuring 5.66 acres under DTCP Licence No. 34 of 2020 dated 30.10.2020, valid up to 29.10.2025. The project stands registered with the Authority vide Registration No. 10 of 2021 dated 01.03.2021, valid up to 31.12.2025. Respondent No.1 applied for and was allotted unit No. D-905 on the 9th floor, having carpet area of about 581 sq. ft., under the Affordable Group Housing Policy, 2013, for a total sale consideration of Rs. 23,75,950/-. An allotment letter dated 06.07.2021 was issued and a buyer’s agreement was executed on 08.09.2021. Respondent No.1 deposited a sum of ₹1,18,798/- towards booking, which approximately corresponds to 5% of the consideration, and that thereafter the promoter raised a second demand of approximately 20% of the total cost vide letter dated 07.07.2021, followed by reminders dated 24.07.2021 and 09.08.2021, in accordance with the Affordable Group Housing payment schedule. According to the promoter, as the allottee failed to clear the outstanding dues despite reminders and publication of a default notice in the newspaper “Dainik Jagran” dated 25.08.2021, the allotment was cancelled on 09.09.2021 in terms of the Affordable Housing Policy and the applicable cancellation clauses, with an offer to refund the balance amount after permissible deductions. The Authority has recorded that the date of approval of building plans is 08.02.2021 and, in the absence of material regarding environmental clearance, the due date of possession was computed as 08.02.2025 i.e. 48 months from the date of building plan approval in terms of the buyer’s agreement.

3. Aggrieved by the cancellation and alleged conduct of the promoter, the allottee filed the instant complaint seeking, inter alia, handing over of possession, restraint against further demands,

setting aside of the cancellation and related demands, and supply of the executed buyer's agreement.

4. By impugned order dated 08.12.2023, the Authority set aside the cancellation of the unit dated 09.09.2021, passed directions as reproduced in para 1 of this order.

5. Feeling aggrieved, appellant-promoter filed a present appeal alleging that the Authority erred in holding that the cancellation dated 09.09.2021 was invalid and in directing reinstatement of the allotment, ignoring the admitted default of the allottee in paying subsequent instalments despite reminders and publication of the defaulters' list.

6. We have heard learned counsel for the parties and have carefully perused the record.

7. The core issue which arises for consideration in the present appeal is whether the appellant-promoter was justified in cancelling the allotment of respondent No.1 on 09.09.2021 on the ground of default in payment of instalments and whether the Authority committed any illegality in directing reinstatement of the unit.

8. It is not disputed that respondent No.1 was allotted unit No. D-905 under the Affordable Group Housing Policy, 2013 and had deposited a sum of Rs.1,18,798/- towards booking amount. It is further not disputed that the allotment was cancelled within a very short span after issuance of the allotment letter and execution of the buyer's agreement.

9. From the record, it is evident that the allotment letter was issued on 06.07.2021 and the buyer's agreement came to be executed on 08.09.2021. The cancellation of allotment was effected on 09.09.2021, i.e., immediately a day after execution of the agreement. Such conduct on the part of the promoter clearly

reflects undue haste and absence of fair opportunity to the allottee to regularize the alleged default.

10. The Affordable Housing Scheme is a beneficial social welfare scheme intended to provide residential housing to persons belonging to economically weaker sections and middle-income categories. The promoter, while dealing with allottees under such scheme, is expected to act fairly, reasonably and in a manner consistent with the objectives of the policy. Cancellation of an allotment is a drastic consequence having serious financial implications upon an allottee and, therefore, ought to be resorted to only as a last measure after affording adequate and meaningful opportunity.

11. In the present case, the appellant has relied upon demand notices dated 07.07.2021, 24.07.2021 and 09.08.2021 along with publication of a defaulters' notice dated 25.08.2021 in a newspaper. However, mere issuance of demand notices within a narrow time frame cannot be treated as sufficient compliance with principles of natural justice and fairness, particularly when the cancellation itself followed immediately thereafter. The promoter has failed to establish that any effective opportunity was granted to the allottee before taking the extreme step of cancellation.

12. It is also significant that the project itself was at emerging stage and the due date of possession, as recorded by the Authority, was 08.02.2025. Thus, there was no such prejudice caused to the promoter which necessitated immediate cancellation of the allotment in September, 2021 itself. The conduct of the promoter demonstrates that instead of facilitating continuation of the allotment, the appellant proceeded with undue action to terminate the allotment.

13. Further, the Authority has rightly observed that the promoter could not levy holding charges from the allottee in view of

the law laid down by the Hon'ble Supreme Court in **Civil Appeal Nos. 3864-3889 of 2020 decided on 14.12.2020** titled as "**DLF Home Developers Ltd. v. Capital Greens Flat Buyers Association & Others**". The impugned directions issued by the Authority merely balance equities by directing reinstatement of the unit while simultaneously directing the allottee to clear the outstanding dues as per applicable policy. Therefore, no prejudice is caused to the promoter by the impugned order.

14. Thus, we are of the considered opinion that the findings recorded by the Authority do not suffer from any perversity, illegality or jurisdictional error warranting interference by this Tribunal.

15. The appeal filed by the appellant-promoter is accordingly dismissed. The impugned order dated 08.12.2023 passed by the Authority in Complaint No. 4266 of 2021 is upheld in toto. The appellant-promoter shall comply with the directions issued by the Authority within 90 days of uploading of this order. Pending applications, if any, also stand disposed of.

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

17. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)