

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

Complaint No: 6307 of 2025
Date of filing: 17.12.2025
Date of Order: 22.05.2026

Ankita Gupta
R/o: Flat no. A-901, Araya, Sector 62,
Golf Course Ext. Road, Gurgaon-
122011.

Complainant

Versus

Pareena Infrastructure Private Limited
Registered office at: - Flat no.2,
Palms Appt., Sector 6, Plot no. 13B,
Dwarka, New Delhi.

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Ms. Aasma Sachdeva, Advocate
Sh. Prashant Sheoran, 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 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 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 tabular form:

S.No.	Particulars	Details
1.	Name of the project	"Micasa" Sector 68, Gurugram
2.	Nature of Project	Residential Group Housing Colony
3.	RERA Registration	Registered (12.25085 acres) Vide no. 99 of 2017 dated 28.08.2017 valid upto 30.12.2022 Extension certificate U/s 6 - 12 of 2023 dated 19.06.2023 Project continuation 7(3)/47/2024/06 valid upto 30.12.2025
4.	Unit no.	NA
5.	Unit admeasuring	NA
6.	Allotment letter	Not issued
7.	Date of builder buyer agreement	Not executed
8.	Possession clause	NA
9.	Due date of possession	Cannot be ascertained in absence of formal agreement between parties
10.	Total sale Consideration	NA
11.	Amount Paid	Rs.12,44,812/- (as per the payment receipts on page 11-13 of complaint no specific unit no. and project specified in it)
12.	Request letter by respondent for taking allotment in Mi-Casa project	05.09.2016 (page 35 of reply)
13.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That in the year 2014, the complainant and her family were searching for a house with lush greens spaces, recreational opportunities, tranquil surroundings and other amenities. During this time, they came across the

respondent's project, namely "Micasa Apartments", which was advertised in a very impressive and stellar way. The respondent claimed the project would meet all standards of ultra-modern lifestyle sensibilities and the flats would be built with impeccable precision and offer a serene living experience to the residents. The respondent further made the following assurances, delivery of possession within 3 years, customer centric approach and legacy of fulfilling promises.

- II. That the respondent had represented and assured the complainant and her family that in the event they invested in two units, the same would be allotted to them at highly discounted rates. The respondent also categorically assured that the complainant or her family face any financial difficulty at a later stage and be unable to retain both units, the entire amount paid would be refunded without objection and they would be permitted to opt out of one or both units.
- III. That believing the representations, promises and personal guarantees made by respondent to be genuine and by extending trust in the respondent, the complainant decided to purchase a 2 BHK apartment in the project.
- IV. That the respondent then informed the complainant that the estimated total cost of the apartment would be Rs.72,00,000/- and that the complainant would be required to pay the booking amount and subsequent payments as and when asked. That when the complainant asked for the necessary documentation the respondent told the complainant that the documents will be executed later because the project was still in the pre-launch phase and the complainant need not worry about the same.
- V. Thereafter, the complainant made a payment of Rs.12,44,812/- towards advance payment/ pre-booking (as demanded by the respondent) amount vide cheque of Rs.5,00,000/- bearing no. 62248 dated 15.01.2024. That

subsequently in May 2014 the respondent made yet another demand for payment to the tune of Rs.4,00,000/- and the said payment was made by the complainant in a timely fashion vide bearing no. 14874 dated 01.05.2024.

- VI. That a period of more than 3 months had passed since the advance and pre-booking amount was paid. Thus, the complainant inquired about an allotment letter and other necessary documentation as well as the start of the construction and the complainant was assured by the respondent that the allotment letter would be provided shortly, and the complainant would also be kept fully informed of the commencement of construction.
- VII. That, the respondent made a new demand for payment to the tune of Rs.3,44,812/- which the complainant paid via RTGS on October 18, 2014. The complainants had a strong belief in the respondent and was looking forward for the execution of the formal documentation as well as updates on the progress of the construction.
- VIII. However, to the utter dismay of the complainant, the respondent stopped communicating and providing updates. The complainant kept following up on the issuance of any formal documentation but the same was never provided. The respondent neither ever provided an allotment letter nor ever executed a builder buyer agreement nor has any such agreement been executed. As a result of these inordinate lapses, persistent delays, and the complete absence of any updates or issuance of proper documentation, the complainant, having grown exhausted of repeatedly pursuing the respondent for compliance, or alternatively requested a refund of the amount paid. However, even this legitimate request has not been acceded to by the respondent.
- IX. That as per Section 13(1) of the RERA Act, 2016 the promoter should not accept a sum of more than ten percent of the cost of the apartment, plot, or

building, as the case could be, as an advance payment or as application fee from the individual without first getting into a written agreement for sale. That the respondent raised a wrongful demand for payment even without there being a proper agreement to sell.

- X. That the complainant decided to seek a refund and informed the respondent of their intention to do so after contacting the respondent numerous times for an update on execution of the BBA, and completion of the project, and the respondent continued to be unresponsive. However, the respondent flatly refused to provide a refund of money in the event the complainant would want to revoke the booking. The complainant felt extremely helpless as a result of the respondent leaving them hanging by a thread since the complainant invested his hard-earned money into the project of the respondent.
- XI. That the complainant has till date paid an amount of Rs.12,44,812/- but has not been provided any formal documentation till date despite a lapse of more than 11 years. By not honouring the promises made by the respondent the respondent has caused the complainant grave mental agony, financial suffering and harassment. The respondent has cheated the complainant in the most deceiving manner.
- XII. That the sole intention of the respondent, from the very beginning was to induce its customers and to make wrongful gains at the expense of the complainant. That for personal gains, the respondent has caused the complainant grave mental agony and has made the complainants suffer exceedingly owing to the illimitable financial burden they have been placed with.
- XIII. After more than 11 years, the complainant has been left completely in the dark regarding the status of the unit allotted to him, with no clarity as to where his hard-earned money has gone. Throughout this entire period, he

has repeatedly approached the respondent seeking a refund, but his requests have been consistently ignored. Having been left with no alternative, and after pursuing the respondent for several years without any resolution, the complainant was constrained to approach this Authority by filing complaint no. 3475 of 2023. However, the said complaint was dismissed on the technical ground that a refund pertaining to two separate units could not be sought within a single complaint, and the complainant was accordingly granted liberty to file afresh.

C. Relief sought by the complainant:

4. The complainant has sought following relief:

- i. Direct the respondent to refund the amount paid to the respondent i.e. Rs.12,44,812/- along with interest.

5. On the date of hearing, the authority explained to the respondent/promoter 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 filed the reply and contested the complaint on the following grounds: -

1. That complainant is not even an allottee of the respondent neither there was any sort of misrepresentation by respondent, thus present complainant is not maintainable before RERA. The complainant has approached this Authority with unclean hands and has intentionally suppressed the fact that she was a co-complainant in a previous litigation titled *Tushar Bansal vs. Pareena* (Complaint No. 3475 of 2023), which was disposed of on 20.11.2025. The complainant has concealed the pleadings of the previous case because they directly contradict the narrative in the present complaint. In the 2023 complaint, the complainant alleged that a single unit was booked jointly, whereas now, to bypass technical hurdles, she claims a

- separate independent booking. This shift in stance constitutes a fraud on the Authority.
- II. That the present complaint is patently barred by the law of limitation. The complainant is seeking a refund based on transactions that occurred in the year 2014. By her own admission, she alleges a "promised possession" by January 2017. However, she chose to remain dormant for nearly 11 years before seeking legal recourse. It is settled law that equity aids the vigilant, not those who sleep over their rights. The complainant has provided no explanation for this decade-long delay, making the claim legally stale and unsustainable.
- III. That the complainant has falsely alleged that she booked a unit in project "Micasa" in early 2014. The record shows that in 2014, the respondent was marketing the project "Coban" (Sector 99A), the building plans for which were sanctioned on 25.07.2013. The project "Micasa" (Sector 68), which is the subject of this complaint, only received its building plan approval on 28.04.2015. Consequently, there was no factual possibility of the complainant booking a unit in "Micasa" in January 2014. The payments made in 2014 were towards project "Coban" and were only adjusted to "Micasa" in 2016 upon the complainant's specific request.
- IV. That the complainant is estopped from filing the present complaint by her own acts and conduct. The respondent proactively reached out to the complainant via letter dated 05.09.2016, calling upon her to visit the office and take the allotment of her unit. However, the complainant herself did not come forward to take the allotment. Subsequently, in 2018, the complainant through her broker M/s Axiom Properties expressed a wish to cancel her booking due to a "severe financial crunch" and requested to adjust her paid amount into the account of Mr. Tushar Bansal. Having failed to take the allotment when offered and having later expressed a desire to cancel/merge

the booking, the complainant cannot now seek a refund with interest through a fresh cause of action in 2025. The said letter clearly proves that there was never any fault of respondent, rather complainant herself wants to cancel her booking due to own reasons. The liberty to file afresh does not validate the false claims made in the present complaint. Therefore, most respectfully prayed that this Authority may be pleased to dismiss the present complaint with exemplary costs in the interest of justice.

E. Jurisdiction of the Authority

7. 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 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 completed 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.

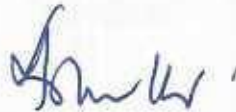
10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Maintainability of complaint.

11. The complainant submitted that she had paid an amount of Rs.12,44,812/- towards booking of a residential unit in the respondent's project on the basis of assurances regarding allotment and timely possession. It was contended that despite receipt of the said amount, the respondent neither issued any allotment letter nor executed any builder buyer agreement and failed to provide any update regarding the allotment or status of the unit. The complainant further submitted that despite repeated follow-ups and requests for refund, the deposited amount was not returned. On the other hand, the respondent contended that the complainant was never allotted any unit and therefore does not qualify as an allottee under the provisions of the Act, 2016. It was further submitted that the payments made in the year 2014 were not towards the Micasa project. The respondent further relied upon letter dated 05.09.2016 whereby the complainant was called upon to visit the office and take allotment of a unit. According to the respondent, the complainant herself did not come forward to take the allotment and later sought cancellation of the booking due to financial constraints. Therefore, the respondent contended that no fault could be attributed to it and the present complaint is not maintainable.
12. The Authority observes that it is an admitted fact that neither any allotment letter was issued by the respondent in favour of the complainant, nor any builder buyer agreement was executed between the parties. Thus, the transaction between the parties never culminated into allotment of any plot, apartment or building.

13. As per Section 19(4) the right to claim refund accrues to the allottee and the promoter is liable under Section 18(1) on failure of the promoter to complete or unable to give possession of the unit in accordance with the terms of the agreement for sale or duly completed by the date specified therein. Therefore, it is necessary to determine whether the complainants 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."*
14. 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. Accordingly, the same do not confer the status of an allottee upon the complainant, particularly in the absence of an allotment letter or a duly executed builder buyer agreement.
15. 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 a builder buyer agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.
16. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainants essentially relates to refund of money paid pursuant to an application for provisional registration of commercial space, which is a matter falling outside the scope and jurisdiction of this Authority under the RERA Act, 2016.

17. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint is not maintainable as the complainant do not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.
18. Complaint as well as applications, if any, stand disposed off accordingly.
19. Files be consigned to the registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 22.05.2026