

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

Complaint no.: 6192 of 2025
Date of complaint: 17.12.2025
Date of order: 22.05.2026

Tushar Bansal
R/o: - Flat no. A901, Araya,
Sector 62, golf Course Extension
Road, Gurugram.

Complainant

Versus

Pareena Infrasturture Private Limited
Regd. Office: Flat no.2, Palms Appt. Sector 6, plot
No.-13B, Dwarka, New Delhi-110075

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 provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details.

2. The particulars of unit details, 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 Gurgaon	
2.	Nature of Project	Residential group housing colony	
3.	DTCP License	111 of 2013 dated 27.12.2013 valid upto 12.08.2024 (area 10.12 acre) 92 of 2014 dated 13.08.2014 valid upto 12.08.2024 (area 0.64 acres) 94 of 2014 dated 13.04.2014 valid upto 12.08.2024 (area 2.73 acres)	
4.	Name of Licensee	Pareena Infrastructure Pvt. Ltd. and 2 others	
5.	HRERA 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	
6.	Unit no.	404, 4 th floor, tower 5 (page 11 of complaint)	
7.	Unit admeasuring	1245 sq. ft. (page 11 of complaint)	
8.	Allotment letter	27.01.2016 (page 11 of complaint)	
9.	Date of builder buyer agreement	Not executed	
10.	Possession clause	NA	
11.	Due date of possession	Cannot be ascertained	
12.	Total sale Consideration	NA	
13.	Amount Paid	Rs.12,44,812/- (as per the payment receipts on page 15-17 of complaint) (no specific unit/project mentioned in receipt)	
14.	Occupation certificate	03.06.2024	

15.	Offer of possession	Not offered
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B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That in the year 2014, the complainant was 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, delivery of possession within 3 years, customer centric approach and legacy of fulfilling promises.
- II. 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.
- III. That the respondent informed the complainant that the complainant would be required to pay the booking amount and subsequent payments as and when asked, 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.
- IV. That 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. 319944 dated 15.01.2024. 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. 319951 dated 02.05.2024.

- V. 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.
- VI. That the respondent made a new demand for payment of Rs.3,44,812/- which the complainant paid via RTGS on October 18, 2014. The complainant had a strong belief in the respondent was looking forward for the execution of the formal documentation as well as updates on the progress of the construction. However, to the utter dismay of the complainant, the respondent stopped communicating and providing updates, as a result, due to the lack of an update and official documentation, the complainant was very concerned and therefore, the complainant made numerous attempts to get in touch with respondent's officials, but to no effect. It was only after haphazardly attempting for a period of 2 years that an allotment letter was granted to the complainant on 27.01.2016.
- VII. That since then, the respondent has not provided the complainant with 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.

- VIII. That as per Section 13(1) of the 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. The respondent raised a wrongful demand for payment even without there being a proper agreement to sell.
- IX. Therefore, 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.
- X. That the complainant has till date paid an amount of Rs.12,44,812/- but has not been provided any formal documentation barring the allotment letter and also not received the possession even till date despite a lapse of more than 11 years. By not honoring 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.
- XI. 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 have made the complainants suffer exceedingly owing to the illimitable financial burden they have been placed with. 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 the 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. Refund of the entire amount of Rs.12,44,812/- along with RERA rate of interest per annum from the date of first payment i.e. January 2014.

5. On the date of hearing, the Authority explained to the respondents/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 contested the complaint on the following grounds: -

I. That the complainant has intentionally concealed the fact that a previous complaint titled *Tushar Bansal vs. Pareena* (bearing no. 3475 of 2023) was filed before the Authority and was disposed of vide order dated 20.11.2025. The complainant intentionally concealed the pleadings of said previous complaint because contradictory pleadings were taken therein. Knowing that the present complaint is barred by the law of limitation, the complainant suppressed the earlier filing where it was specifically stated: *"The complainant received an incorrect allotment letter, which completely startled and alarmed them. The complainant promptly informed the respondent of this and asked the respondent to make the necessary*

modifications and share a revised allotment letter, but to no effect." The complainant is thus guilty of filing a false affidavit before the Authority.

- II. That the present complaint is patently barred by the law of limitation. The claim sought is legally unsustainable as the cause of action, if any, accrued in January 2016 when the respondent issued the allotment letter. The complainant alleges that the allotment letter was "incorrect," yet chose to remain silent for a period of nearly 11 years. It is settled law that if a person sleeps over their rights, they cannot claim them after such a significant lapse of time. The law of limitation is implemented to prevent such stale claims. The complainant has not provided a *single* explanation as to why they failed to approach any authority (Consumer Forum, Civil Court, etc.) for nearly a decade. This choice not to file any suit or complaint earlier proves the falsification of the current pleadings.
- III. That in 2014, the complainant approached the respondent for bookings in the project "*Coban*" (Sector-99A), which was launched after building plans were sanctioned on 25.07.2013. None of the receipts from 2014 mention the project "*Micasa*," as the complainant was initially unsure and could not make up his mind. He only requested an adjustment to the "*Micasa*" project (Sector-68) after its building plans were approved on 28.04.2015. The complainant has not come with clean hands and has made blatantly false allegations.
- IV. That the *complainant* is estopped from filing the present complaint by his own acts, conduct, admissions, and laches. In the previous complaint, the complainant alleged that the allotment was not acceptable *and* was incorrect. Now, in an attempt to extract money from the respondent, he has filed a complaint based on entirely different false pleadings. In the present complaint, the complainant has completely changed his stand, stating that he accepted the booking but the builder never executed a Builder Buyer

Agreement (BBA). Such persons, who resort to falsehoods to this extent, are not entitled to any relief from the Authority.

V. That as alleged in the previous complaint, the allotment letter received in January 2016 was incorrect, the complainant should have raised objections before the respondent at that time. However, the complainant has not annexed any documents to prove such objections were ever raised. For the *purpose* of limitation, even if the letter were incorrect, a case should have been filed within 3 years (by 2019). The present complaint, filed in 2025, is 11 years after the transaction and is completely barred. Due to the lapse of 11 years, some documents regarding the unit transfer from "Coban" to "Micasa" are not currently traceable; *the complainant is attempting to exploit this natural lapse in record-keeping.*

VI. *That after a gap of two years, the complainant approached the respondent through a broker, M/s Axiom Properties and requested to cancel the unit of another allottee, Mrs. Ankita Gupta, and adjust those funds into the unit of complainant. The broker executed a No Objection Certificate in this regard. An internal approval note was drafted by (Senior Manager, CRM) and checked by Mrs. Radhika Sehdev. However, when the note was presented to the Managing Director, the request was never approved. The complainant is attempting to defraud the respondent by treating an unapproved internal note as a final action to create a false cause of action.*

VII. The complainant has failed to *perform* his part and failed to execute a BBA in due time. Now, after a lapse of more than 11 years, he has filed this false and frivolous complaint. It is crystal clear that the present complaint is not maintainable for lack of a cause of action and for being barred by limitation

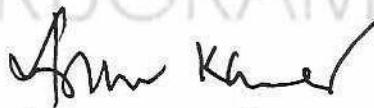
7. All other averments made in the complaint were denied in toto.

8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Maintainability of complaint.

9. Before advertng to the merits of the case, it is necessary to examine the maintainability of the present complaint. The complainant is seeking refund of the amount deposited towards booking of a unit on the ground that despite payment of Rs.12,44,812/-, neither a builder buyer agreement was executed nor possession of the unit was offered. The respondent has challenged the maintainability of the complaint on the grounds of limitation as well as absence of any builder buyer agreement between the parties.
10. Upon consideration of the documents available on record, it is observed that the allotment letter was issued by the respondent on 27.01.2016. Admittedly, no builder buyer agreement was ever executed between the parties thereafter. The record further does not reveal any correspondence, demand, communication or other material indicating that the complainant pursued execution of the builder buyer agreement or sought enforcement of any alleged contractual rights for a considerable period thereafter. It is also not in dispute that no agreed sale consideration was ever finalized between the parties in respect of subject unit so as to establish a concluded and enforceable contractual relationship.
11. The Authority further observes that the complainant is seeking refund primarily on the basis of payment receipts issued in the year 2014. However, a perusal of the said receipts reveals that they do not specify any particular unit, apartment number or project against which the payments were made. In the absence of such material, it cannot be conclusively determined that the amounts claimed by the complainant were paid towards the unit which is the subject matter of the present complaint.

12. The Authority also finds merit in the contention of the respondent that the complainant remained dormant for a substantial period after issuance of the allotment letter dated 27.01.2016. Even though the provisions of the Limitation Act do not strictly govern proceedings under the Act of 2016, the Authority, while exercising jurisdiction under Section 38 of the Act, 2016 is guided by the principles of natural justice. A person who remains inactive for an unreasonable length of time without any satisfactory explanation cannot be permitted to agitate claim after the lapse of several years.
13. In view of the above observations, particularly the fact that no Builder Buyer Agreement was executed between the parties, no agreed sale consideration was finalized, the payment receipts issued in the year 2014, does not specify any unit or project against which the said payment was made and the complainant approached the Authority after an inordinate and unexplained delay, the Authority is of the considered view that the present complaint is not maintainable. Accordingly, the present complaint stands dismissed as being not maintainable with liberty to the complainant to avail appropriate remedies in accordance with law before the competent forum.
14. Complaint as well as applications, if any, stand disposed of accordingly.
15. Files be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated:22.05.2026