



Complaint No. 415 of 2025

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	415 of 2025
Date of Filing:	28.03.2025
Date of First Hearing:	12.05.2025
Date of Decision:	03.07.2026

Sh. Ashok S/o Sh. Hari Shyam,
R/o H.No.131, GF, Near Ram Kumar Atta Chakki,
Kalupur, Sonapat, previously at H. No. DU1158,
Ward No.21, Prabhu Nagar, Sonapat

....COMPLAINANT(S)

VERSUS

1. TDI Infrastructure Ltd.
Mahindra Towers, 2A, Bhikaji Cama Place,
2nd Floor, New Delhi-110066.

2. Office of Town and Country Planning
through District Town Planner,
Sector-15, Sonapat.

....RESPONDENT(S)

CORAM: **Sh. Chander Shekhar** **Member**

Hearing: **5th**

Present: - Mr. Vaibhav Gandhi, Advocate, Proxy for Mr. Vikas Deep,
Advocate, for the Complainant through VC.
Mr. Shubhnit Hans, Advocate, for the Respondent No.1.
None for the Respondent No.2.

ORDER:

The present complaint was filed by the complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation and 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. 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 table:

S.No.	Particulars	Details
1.	Name of the project	TDI City, Kundli , Sonipat
2.	RERA registered/not registered	Un-registered.
3.	Plot No.	G-1011
4.	Plot Area	50 sq. mts.
5.	Date of Allotment	26.06.2013
6.	Date of Builder Buyer Agreement	Not Executed
7.	Due Date of Offer of Possession	Not Available
8.	Possession Clause	Not Available.

9.	Total Sale Consideration	₹30,000/-
10.	Amount Paid by the Complainant	₹30,000/-
11.	Offer of Possession	NA

B. FACTS OF THE COMPLAINT:

3. Brief facts of the case are that as per the policy of the Department of Town and Country Planning, Haryana, the colonizer is required to reserve certain plots in the colony for persons belonging to the Economically Weaker Section (EWS). The process of booking, verification and allotment of such plots is carried out under the supervision of respondent no. 2. In response to the invitation issued, the complainant booked an EWS residential plot in TDI City, Kundli, Sonapat by depositing an initial booking amount of ₹3,000/- vide receipt dated 27.09.2011. Thereafter, the respondents verified all the required documents and eligibility of the complainant. In the draw of lots held on 26.06.2013 in the presence of respondent no. 2, the complainant was declared a successful allottee and was allotted residential plot no. G-1011 measuring 50 sq. mtrs. in TDI City, Kundli, Sonapat. Subsequently, as demanded by the respondents, the complainant deposited further an amount of ₹27,000/- through demand draft dated 11.02.2022 on the assurance that the plot had been developed and the possession along with execution of the conveyance deed would be given.

However, despite receiving the entire amount, the respondents did not issue the receipt. The complainant also served legal notices dated 14.08.2024 and 02.12.2024 upon the respondents. It is further submitted that no other similar complaint regarding the said booking has been filed or is pending on behalf of the complainant. Therefore, the complainant has approached this Authority seeking relief of possession along with execution of conveyance deed.

C. RELIEF SOUGHT:

4. The complainant in his complaint has sought the following reliefs:

- i. To direct the respondent to hand over the possession of allotted plot and execute/register the conveyance deed without demanding any further or unjustified payment from the complainant, along with costs of the present complaint, in the interest of justice.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.1:

5. On receipt of notice of the complaint, the respondent no.1 has filed reply on 27.11.2025, which in brief stated that the complainant had voluntarily invested in the respondent's project, namely "TDI Greens", at Sector-16, Sonipat, Haryana, considering the reputation of the respondent no.1 company. It was further stated that part completion certificates for the township project measuring approximately 927 acres approx. were obtained

on 23.01.2008, 18.11.2013 and 22.09.2017, copies of which are annexed as Annexure R-1, Annexure R-2 and Annexure R-3.

6. When the respondent no.1 company commenced the construction of the said project, the RE(RD) Act was not in existence. Therefore, the respondent no.1 company could not have contemplated any violations and penalties thereof, as per the provisions of the RE(RD) Act, 2016. The provisions of the RE(RD) Act are to be applied prospectively. In support of its contention, a judgment, passed by Hon'ble Apex Court in the matter of "*Newtech Promoters and Developers Pvt Ltd. vs. State of UP and others in Civil Appeal No.6745-6749 of 2021*" is referred to in which it was held that application of RE(RD) Act is retroactive in character. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RE(RD) Act.

7. It is submitted that the present complaint filed by the complainant is also barred by limitation. The complainant was required to approach this Hon'ble Authority within a period of three years from the date of offer of possession. However, the complainant failed to take any steps within the prescribed period and has approached this Authority after an inordinate delay.

8. It is submitted that the complainant had applied for allotment of a plot under the Economically Weaker Section (EWS) category in the project "TDI City" situated at Kundli, Sonipat, Haryana. Since the number of

applications exceeded the number of available plots, a draw of lots was conducted on 26.06.2013 in the presence of officials of the Haryana Government, wherein the complainant was declared successful and plot No. G-1011 measuring 50 sq. mts was allotted for a total sale consideration of ₹30,000/-. It is also stated that since no further payment was made after the initial booking amount, the respondent no.1 company does not possess any record or document relating to the alleged allotment and consequently no allotment papers or related documents were ever issued or executed.

9. It is submitted that the present complaint is liable to be dismissed at the very outset as the same is frivolous, vexatious and has been filed only with the intention to extract money from the respondent no.1 company.

E. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.2:

10. On receipt of notice of the complaint, the respondent no.2 has filed reply on 26.06.2025, which in brief stated that the present complaint has been filed under Sections 31 and 32 of the RE(RD) Act, 2016 seeking directions against the respondent no. 1 for handing over the possession of EWS plot allotted to the complainant through draw of lots and for execution of the conveyance deed without demanding any further payment. However, it is submitted by the answering respondent that the present complaint is not maintainable against it under Section 31(1) of the Act, as the provisions of the Act empower the Authority to entertain complaints only against

promoters, allottees or real estate agents. The answering respondent is neither a promoter, allottee nor a real estate agent, but a Government Department and no specific relief has been sought against it. Therefore, the complaint against the answering respondent is liable to be dismissed on this ground alone.

11. It is further submitted that under Sections 32, 35, 37 and 38 of the Act, the Authority has powers only to issue directions to promoters, allottees and real estate agents and cannot issue directions to Government Departments. In support of this contention, reliance has been placed upon the order dated 04.02.2019 passed by the Hon'ble Real Estate Appellate Tribunal in *Appeal No. 69 of 2018 titled as Director, Town and Country Planning, Haryana vs Haryana Real Estate Regulatory Authority, Panchkula and M/s Parsvnath Developers Pvt. Ltd.*, wherein it was observed that the Authority has jurisdiction to issue directions only to promoters, allottees and real estate agents and not to the Government or competent authorities. Hence, the present complaint is liable to be dismissed for want of jurisdiction.

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12. It is also submitted that the respondent no. 1 and its associate companies/land owners were granted various licences under the Haryana Development and Regulation of Urban Areas Act, 1975 for development of a residential plotted colony in villages Kundli, Nangal Kalan and Patla,

District Sonapat, having a total project area of about 1100 acres. As per the terms and conditions of the licence agreement, the colonizer was required to reserve 20% of the total residential plots for persons belonging to the Economically Weaker Section/Lower Income Group categories at subsidized rates fixed by the Director, subject to eligibility conditions regarding family income.

13. The grievance of the complainant is that despite being declared successful in the draw of lots held on 26.06.2013 for allotment of an EWS plot and despite payment of ₹30,000/-, the possession has not been handed over by respondent no. 1. In this regard, the answering respondent has submitted that the payments were allegedly made directly to respondent no. 1 and not to the answering respondent. Therefore, any dispute regarding delay in handing over the possession is a bilateral dispute between the complainant and respondent no. 1, to be decided in accordance with the allotment letter or agreement executed between them. It is further stated that the answering respondent cannot interfere in such contractual matters in view of the law laid down by the Hon'ble Supreme Court in *DLF Universal Ltd. & Ors. vs Director, Town and Country Planning, Haryana & Ors.*, decided on 19.11.2010, wherein it was held that the Director is not authorized to interfere in agreements voluntarily entered into between the colonizer and purchasers.

14. It is also submitted that the complainant has not placed on record any allotment letter relating to the alleged EWS plot allotment. The answering respondent has stated that no such record regarding allotment of EWS plots by respondent no. 1 is available in its office. It is further explained that as per the practice followed in the year 2013, the draw of lots for allotment of EWS plots was conducted before a committee headed by the concerned Deputy Commissioner or his representative, along with the Senior Town Planner and representative of the colonizer.

15. In view of the submissions made in the foregoing paragraphs, it is respectfully prayed that the present complaint against the answering respondent may kindly be dismissed being devoid of any merit.

F. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENTS:

16. During oral arguments learned counsel for the complainant as well the respondents has reiterated arguments as were submitted in the complaint and reply.

G. ISSUES FOR ADJUDICATION

17. Whether the complainant is entitled to get possession of booked plot and execution of conveyance deed in accordance with law?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

18. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both the parties, the Authority observes as follows:

(i) With regard to the plea raised by the respondent no.1 that provisions of RE(RD) Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 26.06.2013 when the complainant was allotted plot no. G-1011, in TDI City, Kundli; it is observed that the issue regarding operation of RE(RD) Act, 2016, whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in *Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*. Relevant part is reproduced below for reference:-

"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. *That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.*

54. *From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."*

(ii) The respondent no.1 in its reply has contended that the complainant is an "investor" who has invested in the project for monetary returns and taking undue advantage of RE(RD) Act, 2016 as a weapon during the present down side conditions in the real estate market, therefore, they are not entitled to the protection of the Act of 2016. In this regard, the Authority

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observes that “any aggrieved person” can file a complaint against a promoter if the promoter contravenes the provisions of the RE(RD) Act, 2016 or the rules or regulations. In the present case, complainants are an aggrieved person who have filed the present complaint under Section 31 of the RE(RD) Act, 2016 against the promoter for violation/contravention of the provisions of the RE(RD) Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term “allottee” under the RE(RD) Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(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;

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In view of the above-mentioned definition of “allottee” as well as upon careful perusal of the receipts, endorsement and statement of account, it is clear that the complainant is “allottee” as plot bearing no. G-1011 in the Real Estate Project of the respondent namely, “TDI, City, Kundli”, Sonipat which

was allotted to him by the respondent no.1/promoter as per the receipt dated 27.09.2011 issued in favour of the complainant. The concept/definition of investor is not provided or referred to in the RE(RD) Act, 2016. As per the definitions provided under Section 2 of the RE(RD) Act, 2016, there will be “promoter” and “allottee” and there cannot be any party having a status of an investor. Further, the definition of “allottee” as provided under RE(RD) Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr. had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of the promoter that allottees being investors are not entitled to protection of this Act also stands rejected.

(iii) The respondent no.1 has also taken objection that the complaint is grossly barred by the limitation. In this regard Authority places reliance upon the judgement of Apex court in “Civil Appeal No. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise” where it

has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, the RE(RD) Act is a special enactment with particular aim and object covering certain issues and violations relating to the housing sector. Provisions of the Limitation Act, 1963, would not be applicable to the proceedings under the RE(RD) Act, 2016, as the Authority set up under that Act being quasi-judicial and not a Court. The respondent no.1/promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.

(iv) Regarding receiving of part completion certificates for the project measuring approximately 927 acres approx. on 23.01.2008, 18.11.2013 and 22.09.2017, it is observed that mere issuance of a part completion/completion certificate cannot be treated as conclusive proof that the project has been developed in accordance with the promises and obligations undertaken by the promoter. If the allottee still has genuine grievances regarding incomplete development works, lack of promised amenities or non-fulfilment of obligations by the promoter, such grievances can very well be examined by this Authority notwithstanding the issuance of such part completion certificate. The actual status of development is always subject to verification by the Authority to determine whether the promoter

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has discharged all its contractual obligations. Therefore, the objection raised by respondent no.1 on the basis of part completion certificate is not sustainable and the Authority continues to have jurisdiction to adjudicate upon the grievances of the allottee regarding non-performance or deficiency in development works.

(v) The Authority has considered the objections raised by respondent no.2 and observes that the primary grievance of the complainant relates to non-handing over of the possession of the EWS plot despite allotment through draw of lots and receipt of the entire sale consideration by respondent no. 1. The record further shows that the EWS scheme and allotment process were undertaken under the policy framework and supervision of the concerned department. However, the liability to hand over possession of the allotted plot and to execute the conveyance deed rests upon respondent no. 1, being the promoter/colonizer of the project. Therefore, the pleas regarding maintainability and lack of jurisdiction raised by the respondent no.2 do not absolve respondent no. 1 from discharging its obligations towards the complainant in accordance with law.

(vi) The Authority has considered the submissions of both the parties and observed that once the complainant was declared

successful in the draw of lots and allotted plot No. G-1011 under the EWS category, it became the duty of respondent no. 1 to complete the necessary formalities and to issue an allotment letter, execute Builder Buyer Agreement and conveyance deed in favour of the complainant. The record further shows that the complainant has already paid the entire sale consideration amount of ₹30,000/- as reflected from the receipt dated 27.09.2011 and demand draft dated 11.02.2022 placed on record by the complainant. The complainant has averred that, on the assurance of the respondents that the plot had been developed and that possession along with execution of the conveyance deed would be handed over, he deposited a further sum of ₹27,000/- through demand draft dated 11.02.2022. The respondent no.1 company, however, has denied receipt of any amount beyond the initial booking amount of ₹3,000/- and has contended that the complainant failed to complete the transaction. The Authority observes that the complainant has merely placed on record a copy of the demand draft dated 11.02.2022 amounting to ₹27,000/- but has failed to produce any documentary evidence showing that the said demand draft was actually delivered to, accepted by and encashed by the respondent no.1 company. In the absence of such evidence, the

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mere issuance of a demand draft cannot conclusively establish receipt of the amount of ₹27,000/- by the respondent no.1. Although the respondent no.1 has also not produced its statement of account to substantiate its stand, the primary burden to prove payment rests upon the complainant. Since the complainant has failed to discharge this burden by producing cogent evidence of encashment of the demand draft, the Authority is unable to accept the claim that an amount of ₹27,000/- was paid to and received by the respondent no.1 company. Accordingly, for the purpose of adjudication of the present complaint, only the admitted payment of ₹3,000/- is taken into consideration. The claim regarding payment of ₹27,000/- cannot be accepted at this stage. However, liberty is granted to the complainant to approach the respondent no.1 company along with the relevant banking records or obtain a certificate from the issuing bank regarding the status of encashment of demand draft dated 11.02.2022. In the event the complainant is able to produce cogent evidence establishing that the said amount was credited to the account of the respondent no.1 company, the respondent no.1 shall give due credit of the said amount in its records and extend all consequential benefits admissible in accordance with law and the terms of allotment.

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Further, it is observed that the respondent no. 1 cannot deny its liability merely on the ground that the documents were not executed or that no record is available with it, particularly when the allotment itself is not disputed. Accordingly, the respondent no. 1 remains liable to hand over possession of the allotted plot and execute the conveyance deed in accordance with law after clearing all the outstanding dues by the complainant, if any.

19. Since the complainant has only sought possession of the plot and execution of conveyance deed, no observation has been made regarding delayed possession interest under the provisions of the RE(RD) Act, 2016.

20. The Authority hereby concludes that the complainant is entitled for possession along execution of the conveyance deed in accordance with law and the terms agreed between the parties.

I. DIRECTIONS OF THE AUTHORITY

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21. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the respondent/promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent no.1 is directed to hand over the possession of the plot complete in all amenities and execute conveyance deed in favour of the complainant upon completion of the

requisite formalities. However, in case the complainant is able to produce cogent documentary evidence, including bank records or a certificate from the issuing bank, establishing that the demand draft dated 11.02.2022 for ₹27,000/- was duly encashed and credited to the account of the respondent no.1 company, the respondent no.1 shall give due credit of the said amount in its records and shall not raise any demand in respect thereof at the time of offering possession or execution of the conveyance deed.

(ii) A period of 90 days is given to the respondent no.1 to comply with the directions given in this order, failing which legal consequences would follow.

22. **Disposed of.** File be consigned to the record room after uploading of the order on the website of the Authority.

03.07.2026
Narinder Kaur
(Law Associate)


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(CHANDER SHEKHAR)
MEMBER