

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

Complaint no.:	5926 of 2025
Date of complaint:	14.11.2025
Date of order:	25.08.2026

Parvesh Kochar

R/o: - B-190, Sushant Lok I, Gurugram

Complainant

Versus

Parsvnath Developers Limited

Having Regd. Office at: Parsvnath Tower,
Near Shahdara Metro Station, Shahdara, New Delhi

Respondent

CORAM:

Sh. Arun Kumar

Chairman

APPEARANCE:

Sh. Shailender Bahl (Advocate)

Sh. Bhavya Sareen (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees 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 as provided 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 complainants, 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 and location of the project	"IT Park Colony" Sector-48, Gurgaon
2.	Nature of the project	I.T. Complex
3.	Project area	6.45 acres
4.	DTCP license no.	47 of 2008 dated 11.03.2008
5.	RERA Registered/ not registered	Not registered
6.	Unit no.	Not allotted
7.	Unit area admeasuring	1000 sq. ft. (as mentioned in MoU at page 35 of complaint)
8.	Date of Booking	NA
9.	Allotment letter	Not on record
10.	Date of execution of MoU	14.10.2005 (page 36 of complaint)
11.	Buyers' agreement	Not executed
12.	Possession clause	Not executed
13.	Due date of possession	Cannot be ascertained
14.	Assured/Investment return clause	"2. That out of the said total consideration amount the Second Party shall pay to the First Party a sum calculated @ Rs. 1350/- per square foot of the entire super area to be allotted, on or before the signing this Memorandum of Understanding. That First Party shall after receipt of party consideration @ Rs.1350/- per square foot of the entire super area i.e. Rs. 13,50,000/- given an investment return @ Rs.26.09/- per square foot per month i.e. Rs.26,090/- by way of interest (subject

		to deduction of tax at source) w.e.f. 01/01/2006 on quarterly intervals at the end of every quarter for which it is due. That the First Party shall give an investment return (interest) @ Rs.27.50 per square foot per month of area of the Proposed Premises subject to the timely payment of balance consideration amount @ Rs.150/- per square foot of the space area i.e. Rs. 1,50,000/- by Second Party till the date of offer of possession of space in the Complex.” (as mentioned in clause 2 of MoU at page 37 of complaint)
15.	Total sale consideration	Rs.15,00,000/- (as mentioned in clause 1(a) of MoU at page 37 of complaint)
16.	Amount paid by the complainant	Rs.13,50,000/- (as mentioned in clause 2(b) of MoU at page 37 of complaint)
17.	Occupation certificate	Not on record
18.	Offer of possession	Not Provided

B. Facts of the complaint

3. The complainant has made the following submissions: -

1. That present complaint is filed by Sh. Parvesh Kochar son of Late Sh.Amrit Lal Kochar and Late Smt. Chand Rani Kochar, being natural successor of his father and mother who got expired on dated 07.06.2012 & 26.02.2010 respectively, and who is entitle to be the sole owner of property under agreement in question, vide Surviving Member Certificate issued by Tehsildar, Gurgaon dated 01.01.2021 and 22.10.2024, along with Relinquishment Deed dated 21.03.2022.

- II. That the complainant after execution of Relinquishment Deed dated 02.12.2021, visited many times in the office of respondent company to get mutate booked unit in question in his name, but all practice remains futile till date.
- III. That the complainant after going through offer of respondent as per the brochure provided with assurance of timely possession and investment return as offered by respondent entered into memorandum of understanding on dated 14.10.2005, and booked a commercial space having super area of 1000 sq. ft. @ Rs.1500 per square feet amounts to Rs. 15,00,000/- in its proposed project to be developed by respondent i.e. IT/Commercial project, situated at sector-48, Sohna-Gurgaon Road, falling within the revenue estate of Village Tikri, District Gurugram, Haryana.
- IV. That further the respondent company has provided License No. 47 of 2008 dated 11.03.2008 from Directorate of Town and Country Planning, Haryana for construction of real estate project in question. The respondent company renewal the said License upto 10.03.2020 vide letter dated 14.08.2019 issued by DCP, Haryana. The respondent company got original building plans of the real estate project in question approved from Directorate of Town and Country Planning, Haryana on 11.07.2008 and the same was revised on 07.02.2020 and 25.06.2021
- V. That in terms of said MOU, respondent have asked to pay a sum of Rs. 13,50,000/- before the signing and execution of the memorandum -of understanding and remaining amount of Rs: 1,50,000/- was to be paid at the time of handing over possession of said space in the said complex.

- VI. That under obligation and without sensing any bad intentions, the complainant has paid the consideration of Rs.13,50,000/- on 10.10.2005, against which receipt has been issued bearing No. PK000041 for Rs. 4,50,000/- Receipt No. PK000042 for Rs. 4,50,000/- , Receipt No. PK000043 for Rs. 1,00,000/-, Receipt No. PK000068 for Rs.1,00,000/-, Receipt No. PK000063 for Rs.1,00,000/- and Receipt No PK000062 for Rs.1,50,000/- all dated 10.10.2005 respectively, and further said memorandum of understanding was signed and executed between complainant and respondent.
- VII. That in terms of para no. 2. of said MOU, the complainant got allotted a unit measuring 1000 sq. ft. in the project of the respondent situated at Sector 48, Village Tikri, Gurugram and the respondent have assured the complainant, that after receipt of Rs. 13,50,000/-, respondent is liable to pay investment return of Rs. 26,090/- subject to deduction of TDS w.e.f. 01.01.2006 on quarterly intervals at the end of every quarter for which it is due.
- VIII. That as per the terms and conditions of MOU, respondent have to pay Rs. 26,090/- per month from 01.01.2006 till the offer of possession of the above said space and the same become due quarterly at the end of every quarter. The respondent has paid the above said investment return till December 2013, and thereafter had not paid any single penny to the complainant.
- IX. That as per para no. 3 of MoU, the respondent is liable to pay assured return/investment return of Rs.27.50/- per sq. ft. per month (Rs.27,500/-) subject to deduction of TDS from date of offer of possession of the booked unit till date of execution of lease of booked unit to complainant.

- X. That as per para no. 3 of MOU, the respondent was entitled to issue demand letter asking for remaining sale consideration Rs.1,50,000/- two months prior to date of offer of possession of booked unit only. The respondent has failed to complete construction and offer possession of the booked unit till date. As per para no. 12 of MOU, the respondent was liable to execute flat buyer agreement within 2 months of approval of building plans of real estate project in question, However, the respondent has failed to execute flat buyer agreement till date.
- XI. That the respondent has also failed to register real estate project in question with Haryana Real Estate Regulatory Authority, Gurugram till date. The respondent was liable to complete construction and offer possession of the booked unit within a period of 3 years from the date of execution of MOU.
- XII. That the complainant had invested its hard-earned money in the booking of the unit in the project in question on the basis of false promises made by the respondent at in order to allure the complainant.
- However, the respondent has failed to abide all its obligations under the memorandum of understanding duly signed between both the present parties. Therefore, the present complainant is forced this file present complaint before this Authority.
- XIII. That seeing the conduct and malafide intentions of the respondent, complainant finding no alternative got issued Legal Notice dated 01.08.2025 Through his Counsel Sh. Shailender Bahl, Advocate, to respondent whereby calling upon the respondent to provide outstanding amount in terms of said MOU and asked for status

of project as per payment received yet and final date when possession of the said unit gets handed over to them, but the respondent company in its audacity have not replied till date, hence the respondent company has provided deficient services to the complainant and has been found indulged in unfair trade practice.

- XIV. That such an inordinate delay in making payments and the delivery of possession to the complainant is an outright violation of the rights of the allottee under the provisions of RERA act as well the MOU executed between complainant and respondent. The complainant thereby demands possession of the unit along with interest for every month of delay, till the handing over of the possession by the respondent to the complainant in terms of Section 18(1) read with Section 18(3) of the Act, along with principles of Justice, Equity and Good Conscience. In furtherance and without prejudice to the ground mentioned herein above, humbly prayed that the rate of interest should be as per the HRERA rules i.e. MCLR+ 2%.

C. Relief sought by the complainant:

4. The complainant has sought following reliefs:
- Direct the respondent to pay the assured return monthly return as per the MOU as outstanding since December 2013 to till date (Rs. 26.09./- sq. ft. per month, i.e Rs. 26,090/-)
 - Direct the respondent to pay delay possession charges, for the period of delay in completion of project.
 - Direct the respondent to handover the possession of the booked unit along with occupation certificate and to execute conveyance deed in favour of complainant.

- d. Direct the respondent to mutate booked unit in the name of complainant Sh. Parvesh Kochar, in terms of relinquishment deed dated 02.12.2021.
 - e. Impose penalty upon the respondent for non-execution of BBA and for non-registration of project in question with the Authority.
 - f. Direct the respondent to award a cost of Rs. 1,00,000/- towards litigation expenses in favour of the complainant and against the opposite party.
5. The respondent/promoter put in appearance through its counsel and marked attendance on 24.12.2025, 20.01.2026, 24.02.2026 and 07.04.2026. Despite giving specific directions to file reply, it has failed to comply with the orders of the authority. It shows that the respondent is intentionally avoiding filing of the written reply. Therefore, the defence of the respondent is hereby struck off for not filing reply.
6. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents as well as submissions made by the parties.

D. 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.

D.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 District 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 complete territorial jurisdiction to deal with the present complaint.

D.II. Subject matter jurisdiction

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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.

E. Maintainability of complaint

11. The Authority observes that the present complaint is based on an MoU dated 14.10.2005 vide which the respondent assured the complainant that it is planning to put up an I.T Park Complex at Sector-48, Gurugram. Vide Clause 1(a) of the MoU dated 14.10.2005, it was agreed that the respondent agrees to sell/allot tentatively a super area of 1000 sq. ft. subject to final confirmation of area on completion of the building in the proposed complex of I.T Space in Sector 48, Gurugram. Further, vide

clause 12 of the said MoU, it was agreed that the complainant shall execute the flat buyer's agreement with the respondent in respect of the proposed premises within two months of the approval of building plans of the proposed Complex from the concerned authorities which shall include other terms and conditions as detailed in the agreement. However, as per record, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties till date. Thus, the transaction between the parties never progressed beyond the stage of memorandum of understanding and did not culminate into allotment of any plot, apartment or building.

12. The MoU dated 14.10.2005 placed on record does not mention any unit number, tower, or allocation particulars. The complainant remained silent for around 20 years and 1 month and has approached this Authority without offering any sufficient cause for such extraordinary delay. The cause of action, if any, arose in 2005, and has long since become time-barred under the provisions of the Limitation Act, 1963. The complainant, having failed to pursue his alleged claim for more than a decade, cannot now seek revival of a stale and extinguished right. The claim sought to be revived after more than a decade is, therefore, legally untenable.
13. Moreover, it is observed that vide clause 12 of the said MoU, it was agreed that the complainant shall execute the flat buyer's agreement with the respondent in respect to the proposed premises. However, till filing of the complaint which is around 20 years and 1 month from the date of execution of the MoU, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties. The complainant remained dormant of

his rights for more than 20 years and he didn't approach any forum to avail his rights. There has been such a long unexplained delay in pursuing the matter. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored.

14. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise their extraordinary powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.
15. Further, as observed in the landmark case i.e. ***B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]*** the Hon'ble Supreme Court held that "*Law assists those who are vigilant and not those who sleep over their rights.*" Law will not assist those who are careless of his rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.
16. In the absence of a defined allotment, the complainant cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. A mere MoU

for a proposed or future allotment, without crystallization of rights in a specific unit, does not confer the status of an allottee. Moreover, the complainant has enjoyed assured return till December 2013 as stated by the complainant in his facts. However, before examining the merits of the case, it is necessary to determine whether the complainant 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."

17. 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. Mere execution of a Memorandum of Understanding and payment of a booking amount where it is mentioned for advance against present and future project, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.
18. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to execution of agreement for sale, payment of pending assured return, handover of possession and payment of delay possession charges pursuant to a

Memorandum of Understanding, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.

19. Moreover, Section 29 of the Indian Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. 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 agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.
20. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking handover of the possession, assured return and delay possession charges, is not maintainable **firstly**, after such a long period of time as the law is not meant for those who are dormant over their rights. **Secondly**, the Authority only adjudicate the matters which are undisputed in nature and **thirdly**, the complainant does not fall under the definition of Allottee. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any justifiable cause.
21. In view of the above, the complaint is not maintainable and is hereby dismissed with liberty to the complainant to seek appropriate remedies



before the appropriate forum in accordance with law.

22. Complaints as well as applications, if any, stands disposed of accordingly. True certified copy of this order shall be placed in the case file of each matter.

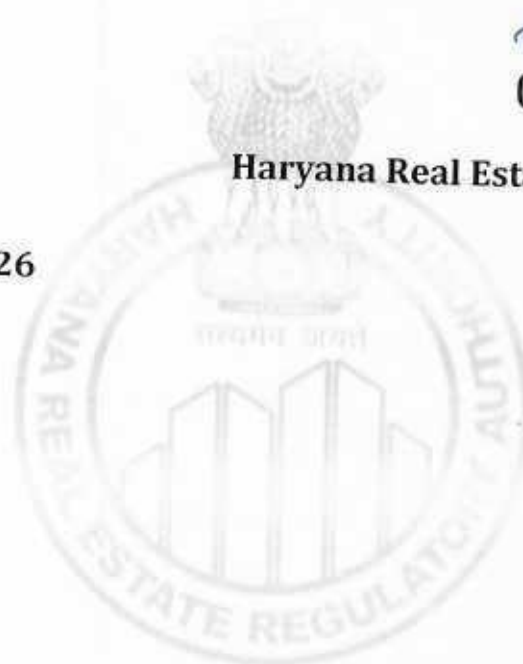
23. Files be consigned to the registry.

(Arun Kumar)

Chairman

**Haryana Real Estate Regulatory Authority,
Gurugram**

Dated: 25.08.2026



HARERA
GURUGRAM