HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1693 OF 2025

Narinder Kumar ....COMPLAINANT

Versus

1. Ms. GLM Infratech Pvt. Ltd.
2. Surinder Kumar Deswal
3. Abhimanyu Deswal, Director
4. Municipal Corporation, Panchkula
5. DTCP
6. ICICI Bank Ltd. ....RESPONDENTS

2. COMPLAINT NO. 1694 OF 2025

Narinder Kumar ....COMPLAINANT

Versus

1. Ms. GLM Infratech Pvt. Ltd.
2. Surinder Kumar Deswal
3. Abhimanyu Deswal, Director
4. Municipal Corporation, Panchkula
5. DTCP
6. Bank of India ....RESPONDENTS

CORAM: **Parneet S Sachdev** **Chairman**
Nadim Akhtar **Member**
Chander Shekhar **Member**

Date of Hearing: 17.09.2026

Hearing: 2nd

Present: Mr. Lakhan Rana, counsel for the complainants, in person (in all complaints)
Mr. Akshat Mittal, counsel for the respondent no. 1, 2 & 3 (in all complaints)
None for respondent no. 4 & 5.
Mr. Jabar Jeet Singh, counsel for the respondent no. 6 (in 1693/2025)
None for the respondent no. 6 (in 1694/2025)

ORDER (PARNEET S SACHDEV - CHAIRMAN)

1. Vide last order dated 23.04.2026, the respondents were directed to file their respective replies. Pursuant thereto, Respondent No.6 has filed its reply in Complaint No. 1693 of 2025. Further, applications seeking impleadment have been filed by Shri Ramphal Singh and Smt. Suman Devi in Complaint Nos. 1693 of 2025 and 1694 of 2025 respectively. Respondent Nos.1 to 3 have also filed their replies in both the captioned complaints on 16.09.2026. The same have been taken on record.

2. Today, learned counsel for the complainant appeared and submitted that the subject units in both the captioned complaints have been sold by the complainant during the pendency of the proceedings. He submitted that the entire bank liability has also been discharged. Ld. counsel sought impleadment of the respective purchasers, namely, Shri Ramphal Singh in

Complaint No. 1693 of 2025 and Smt. Suman Devi in Complaint No. 1694 of 2025, contending that the dispute still survives and the purchasers ought to be impleaded in the pending complaints. Applications in this regard have been filed on behalf of the respective purchasers.

3. Ld. counsel for Respondent No.6 in Complaint No. 1693 of 2025, Mr. Jabar Jeet Singh, sought deletion of the name of Respondent No.6 from the array of parties on the ground that the housing loan availed by the complainant has been fully repaid and the Bank has already issued the requisite NOC.

4. Ld. counsel appearing for Respondent Nos.1 to 3, while reiterating the factum of transfer of the subject units, submitted that the complainant no longer has any subsisting right or interest in the units and, consequently, does not fall within the definition of an allottee in respect thereof. He accordingly submitted that the complaints, as presently constituted, are not maintainable and are liable to be dismissed.

5. The Authority has carefully considered the submissions made by ld. counsel for the parties and has perused the material available on record. The issue which arises for consideration is whether, after transfer of the subject units by the complainant in favour of third parties during the pendency of the proceedings, the original complainant continues to have a subsisting locus and cause of action to pursue the present complaints and whether the subsequent purchasers can be impleaded in the pending complaints so as to pursue the reliefs claimed by them.

6. Section 31 of the Real Estate (Regulation and Development) Act, 2016 provides the statutory mechanism for filing a complaint before the Authority by an aggrieved person against a promoter, allottee or real estate agent, as the case may be. The expression "allottee" is defined under Section 2(d) of the Act. The definition includes the person to whom the apartment has been allotted, sold or otherwise transferred by the promoter and also a person who subsequently acquires the said allotment through sale, transfer or otherwise. Section 2 (d) of the RE (R&D)Act,2016 is reproduced as under:-

> *"2(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;"*

7. Thus, the statutory relationship contemplated under the Act is between the promoter and the person having the status of an allottee in respect of the subject real estate. Such status cannot be simultaneously asserted by the original allottee and the person who has subsequently acquired the unit after its transfer. Once the complainant has voluntarily transferred the subject unit and divested himself of his right, title and interest therein, he cannot continue to seek possession or refund of the consideration in respect of the same unit as its allottee.

8. The position has also been considered by the Haryana Real Estate Regulatory Authority, Gurugram in ***Kalpana Rawat v. M/s Apex Buildwell Pvt. Ltd.,*** Complaint No. 4851 of 2023, decided on 11.09.2024. In that case, the complainant had transferred the subject unit in favour of a subsequent purchaser. The Authority held that, after such transfer, the complainant was no longer an allottee and had no locus standi to claim delay possession charges under Section 18 of the Act. The complaint was consequently dismissed.

9. Similarly, in the captioned complaints, it is admitted that the subject units have been transferred by the original complainant to third parties during the pendency of the proceedings. The respective purchasers themselves assert that, by virtue of such transfer, they have stepped into the shoes of the original complainant and acquired the rights and obligations concerning the units. Consequently, the original complainant no longer retains any subsisting proprietary interest in the subject units, and the reliefs of possession or refund in respect thereof cannot be granted in his favour.

10. The applications for impleadment filed by Shri Ramphal Singh and Smt. Suman Devi, therefore, cannot be allowed in the manner sought. The applicants are not seeking merely to assist the original complainant in prosecuting the existing cause of action. They claim independent rights as subsequent purchasers and seek reliefs in their own favour arising from the transfer of the respective units. Such claims cannot be introduced into the present proceedings merely by impleading the subsequent purchasers. Their impleadment would

effectively alter the nature and complexion of the complaints and require adjudication of their independent rights, claims and cause of action against the promoter. The present proceedings cannot be converted into fresh complaints in the names of persons who were not the original complainants and whose asserted rights arose by virtue of subsequent transactions.

11. The remedies available to the subsequent purchasers, therefore, have to be pursued on the basis of their own cause of action and the documents governing their rights. The same cannot be adjudicated for the first time in the present complaints by way of impleadment applications.

12. In view of the foregoing, the original complainant no longer has a subsisting locus to prosecute the present complaints in respect of the transferred units. Permitting the impleadment applications would not assist in determining the existing cause of action but would instead require adjudication of claims arising from subsequent transactions. Such claims, if otherwise maintainable, are required to be raised in appropriate independent proceedings in accordance with law.

13. Accordingly, the applications for impleadment filed by Shri Ramphal Singh in Complaint No. 1693 of 2025 and Smt. Suman Devi in Complaint No. 1694 of 2025 are rejected.

14. In view of the observations made hereinabove, the captioned complaints are not maintainable and are accordingly **dismissed**.

15. Files be consigned to the record room after uploading of order on the website of the Authority.

CHANDER SHEKHAR
[MEMBER]

NADIM AKHTAR
[MEMBER]

PARNEET S SACHDEV
[CHAIRMAN]