BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	**:**	**5101 of 2025**
Date of complaint	**:**	**06.10.2025**
Date of decision	**:**	**25.08.2026**

Amit Mittal
R/o: - C-074 Ashiana Gardens, Bhiwadi,
Alwar , Rajasthan **Complainant**

Versus

M/s Pareena Infrastructure Private Limited
Having Regd. Office at: Flat No. 2, Palms Appt.,
Sector 6, Plot No. 13B, Dwarka, New Delhi 110075 **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Mohit Kumar (Advocate) **Complainant**
Prashant Sheoran (Advocate) **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 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.N.	Particulars	Details
1.	Name and location of the project	"Micasa" at sector 68, Gurgaon, Haryana
2.	Nature of the project	Group housing
3.	Project area	12.25085 acres
4.	DTCP license no.	111 of 2013 dated 30.12.2013 valid up to 12.08.2024 (area 10.12 acre) 92 of 2014 dated 13.08.2014 valid up to 12.08.2019 (area 0.64 acre) 94 of 2014 dated 13.04.2014 valid up to 12.08.2024 (area 2.73 acre)
5.	RERA Registered/ not registered	Registered vide no. 99 of 2017 issued on 28.08.2017 up to 30.06.2022
6.	Registration extension vide no.	Harera/GGM/REP/RC/236/2017/ EXT/177/2019 dated 30.12.2019 valid upto 31.08.2020
7.	Unit no.	403, Tower5 , 4th floor (page 31 of complaint)
8.	Unit area admeasuring	1245 sq. ft. (Super Area) (page 31 of complaint)
9.	Date of allotment	08.10.2015 (Page 20 of complaint)
10.	Date of builder buyer agreement	21.03.2016 (Page 25 of complaint)
11.	Possession clause	13 Completion of project That the developer shall under normal conditions subject to force majeure , complete the construction of tower/Building in which the said flat is to be located within 4 years of the start of construction or execution of this agreement whichever is later. (Page 38 of complaint)

12.	Start of excavation	26.04.2016 As per the demand letter (Page 15 of reply)
13.	Due date of possession	21.09.2020 (4 years from the date of bba being later plus six months of covid)
14.	Total sale consideration	Rs. 83,76,030 (As per the payment plan annexed in the bba at page 56 of complaint)
15.	Amount paid by the complainant	Rs.13,87,432/- (as per the bba at page 35 of complaint)
16.	Occupation certificate	03.06.2024 (Page 12 of reply)
17.	Offer of possession	Not offered
18.	Demand letter	06.04.2016, 02.02.2017,17.07.2017 (Page 15 ,22 ,26, of reply)
19.	Reminder	02.06.2016, 04.07.2016,03.09.2016, 02.06.2017, 17.07.2017, 31.01.2018, 13.04.2018, 09.01.2019, 14.05.2019, 18.07.2019,05.09.2019 (Page 17 , 19, 20,24, 26, 28, 30, 32, 34, 36, 38 of reply)
20.	Pre cancellation/ final opportunity	10.09.2020 (Page 40 of reply)
21.	Cancellation letter	21.09.2020 (Page 42 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions:

I. That in the year 2014 the respondent during the course of its business launched a residential-cum-commercial project originally known as "Mi casa," situated at sector- 68 Gurugram, Haryana, India and by means of misleading advertisement, promotions and verbal commitments/discussions, the respondent company induced the

complainant to apply for purchase of a studio apartment in the said project.

II. That on 2014 the complainant applied for allotment of one residential unit in the above said project namely Mi casa having a residential space of 1245 Sq. ft.(super area) at the basic sale price @5405/- per Sq ft and paid an amount of Rs.5,00,000/- as booking fees and later on paid a sum of Rs.2,17309/-.

III. That the respondent again sent the demand through mail dated 20.08.2014 against the booking for residential retail unit as above, the complainant issued cheques no.966821 dated 29/08/2014 for a sum of Rs. 6,70,123/-. Pursuant to that payment, the respondent issued a receipt. However, the respondent did not intimate any timeline within which the buyer's agreement would be executed. Finally, after several months from the date of booking, the respondent issued an allotment letter dated 08.10.2015 wherein the respondent allotted the unit No.403 admeasuring 1245 sq. ft. tower-t-5 fourth floor in the said project in favour of the complainant.

IV. That the respondent vide allotment letter dated 08.10.2015 also informed the complainant that a copy of the buyer's agreement would be shortly supplied to the complainant .it is pertinent to note that allotment letter itself was provided after several months from the date of booking. Finally, after many months from the date of booking, the respondent vide a letter dated 27.11.2015, supplied a copy of the residential buyer's agreement in respect of the unit no.403 Tower-5 situated in the project "Mi casa", sector 68, Gurgaon Haryana.

V. That since the complainant was already a trapped customer having invested substantial amounts of his hard-earned money in the project, the complainant was constrained to execute the retail buyer's

agreement dated 21.03.2014. Additionally in terms of the buyer's agreement the total basic sale price was shown as Rs. 67,29,225/- (at the rate of Rs. 5405/- per sq. ft. for a total super area of 1245 sq. ft.), Thus the total sale price as reflected as Rs. 67,29, 225/-.Upon execution of the buyer's agreement, the respondent issued demand letters purportedly as per the stage of construction and the complainant duly paid the amount demanded by the respondent.

VI. That as per the last demand letter issued by the respondent dated 06.04.2016 which evidently shows that the complainant had paid a sum of Rs.13,87432/- by April 2016 out of a total sale price of Rs. 67,29,225. /- as specified in the buyer's agreement.

VII. That the last demand letter was issued on 06.04.2016 through which the respondent demanded Rs-5,43,604/-. During that time the complainant was not in India and was living in Japan which he conveyed to the respondent through mail dated 18.04.2016 and requested the respondent to make the payment in first week of May.

VIII. That in May 2016, the complainant returned to India and met with representatives of the respondent at their office. During this meeting, the complainant inquired as to the status of the construction and formally requested, including by subsequent email correspondence, a revised payment plan linked to the actual progress of the project. The complainant provided the respondent with his current contact information, including his email address, telephone number in Japan, and company details, for this purpose.

IX. That the respondent failed to respond to the complainant's inquiries and requests. Upon following up in October 2017, the complainant again requested a fair construction-linked payment plan. The respondent refused to provide such a plan and instead informed the

complainant that his unit had already been cancelled due to alleged non-payment. The respondent further demanded that the complainant pay a substantially larger sum to secure a new unit. The complainant requested that this proposal be provided in writing via email, a request which the respondent failed to fulfil.

X. That the cancellation of the unit came as a shock to the complainant as he was never informed about the cancellation nor any notice of cancellation was received by him. The complainant made several visits and telephone calls to the respondent but neither the cancellation letter was given to the complainant nor his request to make the remaining payment was accepted by the office bearers of the respondent.

XI. That the complainant made several attempts to make the payment and to get the cancellation letter but no heed was paid by the office bearers of the respondent to the genuine request of the complainant.

XII. That the complainant after making several attempts also sent a legal notice through his counsel on 05-09-2023. But then also the respondent did not give any reply to the legal notice. The acts of the respondent are palpably unfair trade practice as innocent customers are lured into buying projects from them only to suffer financial loss later, not to speak of immense mental stress and harassment.

XIII. That the respondent has breached the fundamental term of the contract by inordinately delaying delivery of the possession. The respondent has committed various acts of omission and commissions by making incorrect and false statements in the advertisement materials as well as by committing other serious acts as mentioned in preceding paragraphs.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).

I. Direct the respondent to refund the amount of Rs 13,87,432/-.

II. Direct the respondent to pay interest on the amount of Rs 13,87,432/- from the date of deposit till the date of actual receipt at the prescribed rates.

III. Direct the respondent to pass an award of Rs.10,00,000/- as damages/ compensation to the complainant for delay in giving the possession of the flat after passing of more than 48 month of builder buyer agreement and for causing mental agony, pain and suffering to the complainant.

IV. Direct the respondent to award a cost of Rs.10,00,00/- towards litigation expenses in favour of the complainant and against the opposite party.

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 contested the complaint on the following grounds:

i. That the respondent submits that the present complaint is wholly baseless and has been filed only to cover up the complainant's continuous and long-standing default in making payments as per the builder buyer agreement. The complainant has not made a single payment ever since the first demand was raised on 06.04.2016, despite the respondent issuing 13 demand letters and reminders over a period of more than three years where the last reminder was issued on 05.09.2019. The complete list of demands, along with dates and amounts, clearly shows that at every stage of construction, the

respondent raised demands strictly in accordance with the agreed construction linked plan, but the complainant failed to make even a single payment since 06.04.2016. This persistent non-payment is the root cause of the dispute, and the complainant cannot now shift the blame onto the respondent by making false allegations. The respondent has at all times duly complied with its obligations, and the subject unit stood ready for possession upon the Occupation Certificate being obtained in the year 2024. Here is a table showing all the demands and reminders raised by the respondent against the said unit.

S.No	Demand stage	Amount demanded	Demand date	Due date	Payment made
1.	On start of excavation	6,80,243	06.04.2016	26.04.16	NA
2.	Reminder	6,92,991	02.06.2016	ASAP	NA
3.	Reminder 2	7,04,115	04.07.2016	ASAP	NA
4.	Reminder 3	7,25,244	03.09.2016	ASAP	NA
5.	On completion of Basement roof slab	13,08,952	02.02.2017	22.02.2017	NA
6.	Reminder 4	13,82,347	02.06.2017	ASAP	NA
7.	On completion of 3rd floor roof slab	19,26,762	17.07.2017	07.08.17	NA
8.	Reminder 6	21,16,770	31.01.2018	ASAP	NA
9.	Reminder 7	21,92,437	13.04.2018	ASAP	NA
10.	Reminder 9	25,02,043	09.01.2019	ASAP	NA

11.	Reminder 10	31,30,797	14.05.2019	ASAP	NA
12.	Reminder 11	24,89,985	18.07.2019	ASAP	NA
13.	Reminder 12	37,21,123	05.09.2019	ASAP	NA

ii. That the complainant himself had committed to making the payment in the first week of May 2016, but even this commitment was never honored. After giving this assurance, the complainant did not follow up, did not seek any extension, and did not make any effort to clear the outstanding dues. There was complete silence from his side. The complainant's conduct clearly shows that he had no intention of complying with the payment schedule. The present complaint is therefore an afterthought filed only to escape the consequences of his own default.

iii. That the respondent submits that the payment plan agreed between the parties was a construction linked plan, under which demands were raised strictly as per the real time progress of the project. This allegation is completely misleading because such a plan was already part of the executed agreement. The complainant's repeated reference to this point appears to be a deliberate attempt to create confusion and justify his non-payment. A person who has failed to make payments for years, despite receiving 12–13 reminders, cannot now claim that he was waiting for a plan that already existed in the builder buyer agreement.

iv. That the respondent categorically denies the complainant's allegation that he was informed in October 2017 that his unit had been cancelled or that he was asked to purchase a bigger unit. No such communication was ever made. The complainant's version is entirely fabricated. The

respondent continued to raise demand letters and reminders until September 2019, which itself proves that the unit was not cancelled in 2017. If the unit had actually been cancelled in 2017, there would have been no reason for the respondent to continue issuing demands for payment for two more years. The complainant's allegations regarding cancellation in 2017 are therefore false, frivolous, and intended only to mislead the Hon'ble Authority.

v. That the unit was actually cancelled on 21.09.2020 due to the complainant's persistent and long-standing default. The cancellation was carried out strictly in accordance with the terms of the builder buyer agreement. A pre-cancellation notice was issued on 10.09.2020, granting the complainant a final opportunity to clear the outstanding dues, failing which the allotment of the unit would be cancelled. The statement regarding an alleged cancellation in 2017 is factually incorrect and appears to be an attempt to misrepresent the actual timeline. The complainant's allegations regarding cancellation in 2017 are therefore completely baseless and appear to be an attempt to mislead the Hon'ble Authority.

vi. That the complainant has also made false allegations that he attempted to make payments but the respondent refused to accept them. This claim is entirely untrue and unsupported by any document or evidence. A person who has not responded to thirteen reminders over a period of more than three years cannot suddenly claim that he was eager to make payments and that the respondent refused to accept them. These allegations are nothing but an attempt to shift the blame and hide the complainant's own failure to comply with the payment schedule.

vii. That the complainant has further stated that he was trying to make the payment and simultaneously collect the cancellation letter from the respondent, which is inherently contradictory and illogical. A cancellation letter is issued only after the unit is cancelled due to non-payment. Once a unit is cancelled, there is no question of making payments against it. The complainant's statement therefore has no basis in reality and clearly shows that he is attempting to create a false story to justify his own defaults.

viii. That the present complaint is also barred by limitation. The complainant has filed this complaint in the year 2025, whereas the unit was cancelled on 21.09.2020. The complainant remained completely silent for more than five years and has now approached this Hon'ble Authority without any explanation for the delay. Such an unexplained and prolonged silence clearly shows that the complainant had no grievance at the time of cancellation and has now filed this complaint only as an afterthought.

ix. That the complainant's conduct throughout the transaction shows a clear pattern of neglect, non-payment, and lack of interest in fulfilling his contractual obligations. Instead of taking responsibility for his defaults, the complainant has chosen to make false allegations regarding misleading advertisements, refusal to accept payments, and arbitrary cancellation. These allegations are not supported by any evidence and are clearly intended to mislead the Hon'ble Authority.

6. 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 these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

7. The Authority has complete territorial and 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, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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.

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.

F. Findings on the objections raised by the respondent.

F.I Objections regarding complaint being barred by limitation.

11. The respondent has contended that the present complaint is not maintainable and barred by the law of limitation. The Authority observes that the cause of action arose in September, 2020, when the cancellation letter was issued to the complainant. However, post cancellation of the unit, the respondent has failed to refund the refundable amount to the complainant so far, which clearly shows a subsisting liability. Further, the law of limitation is, as such, not applicable to the proceedings under the Act and has to be seen case to case. The Authority observes that respondent should not be allowed to get unfair advantage of its own wrong, as it should have refunded the amount after cancelling the unit in question, but it failed to do so till filing of this complaint. Allowing the respondent for such practices may set a wrong precedence in the real estate industry. Therefore, in view of the above, the objection of the respondents w.r.t. the complaint being barred by limitation stands rejected.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to refund the amount of Rs 13,87,432/-.
G.II Direct the respondent to pay interest on the amount of Rs 13,87,432/- from the date of deposit till the date of actual receipt at the prescribed rates.

12. The above-mentioned reliefs sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

13. The complainant has submitted that they applied for the allotment of a unit bearing No. 403, measuring 1245 sq. ft. on 4th floor in the project of the respondent named "Micasa", Sector- 68, Gurugram for a total consideration of Rs.83,76,030/-. Afterwards, the agreement of sell was executed on 21.03.2016 in the favour of the complainant. The respondent has submitted that the allotment of the complainant was

cancelled on account of persistent default in making payments despite issuing several communications dated 06.04.2016, 02.06.2016, 04.07.2016, 03.09.2016, 02.02.2017, 02.06.2017, 17.07.2017, 31.01.2018, 13.04.2018, 09.01.2019, 14.05.2019, 18.07.2019, 05.09.2019 for making the pending dues. However, the complainant despite sufficient time and ample opportunities failed to clear his dues as consequence of which the respondent was constrained to terminate his allotment vide cancellation letter dated 21.09.2020. It is further submitted that all the payments request letters raised by the respondent are as per the payment plan opted by the complainant, but the complainants intentionally failed to make payments of the due amounts. Now, the question before the authority is whether the cancellation issued vide letter dated 21.09.2020 is valid or not.

14. On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that the unit in question was allotted to the complainant under construction linked payment plan, vide buyer's agreement dated 21.03.2016. As per the payment plan, the respondent has raised various reminder letters to the complainant. However, the complainant did not come forward to clear the outstanding dues, therefore the respondent was constrained to issue notice and final notice dated 10.09.2020, giving last and final opportunity to the complainant to comply with his obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 21.09.2020. The Authority observes that Section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. Hence, cancellation of the unit in view of the terms and conditions of the payment plan annexed with the buyer's agreement

dated 21.03.2016 is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018, which provides as under:

> *"5. AMOUNT OF EARNEST MONEY*
> *Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money* ***shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment /plot /building as the case may*** *be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."*

15. The Authority observes that although the complainant is entitled to refund of the balance amount after deduction as above, but it would be inequitable and unjust to direct the respondent to pay interest from the date of cancellation i.e. 21.09.2020, particularly in light of the fact that breach of the contract has been done on part of the complainants. Accordingly, the Authority finds it appropriate to allow interest at prescribed rate on the refundable amount from the date of filing of complaint by the allottee i.e. 06.10.2025 till its actual realization.

16. Keeping in view the aforesaid factual and legal provisions, the respondent/promoter is directed to refund the amount received by it from the complainant after deducting 10% of the sale consideration of Rs.83,76,030/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate

(MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, (inadvertently mentioned in the proceeding of the day dated 25.08.2026 as on the balance amount) from the date of filing of complaint by the allottee i.e. 06.10.2025, till its realization.

G.III. Direct the respondent to pass an award of Rs.10,00,000/- as damages/ compensation to the complainant for delay in giving the possession of the flat after passing of more than 48 month of builder buyer agreement and for causing mental agony, pain and suffering to the complainant.

G.IV. Direct the respondent to award a cost of Rs.10,00,00/- towards litigation expenses in favour of the complainant and against the opposite party.

17. The complainant is seeking above mentioned relief w.r.t compensation. ***Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.*** has held that an allottee is entitled to claim compensation and litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

H. Directions of the authority: -

18. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of

obligations cast upon the promoter as per the functions entrusted to the authority under sec 34(f) of the Act: -

i. The respondent is directed to refund the amount received by it from the complainant, after deducting 10% of the sale consideration of Rs.83,76,030/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of filing of complaint by the allottee i.e. 06.10.2025, till its realization.

ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

19. Complaint as well as applications, if any, stands disposed of accordingly.

20. File be consigned to the registry.

Arun Kumar
(Chairman)
Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.08.2026