BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 485 of 2026

Date of Decision: October 12, 2026

Ritu Chaudhri, R/o Flat No. 108, Tarang Orchids, Sector-28, Faridabad, Haryana-121008

Appellant-Allottee.

Versus

M/s Tarang Infrastructure Ltd., Registered Office: D-22/2, Sector-10, Faridabad, Haryana-121006

Respondent-Promoter.

CORAM:

Justice Rajan Gupta **Chairman**
Dinesh Singh Chauhan **Member (Technical)**

Present: Mr. Shubhnit Hans, Advocate, and
Mr. Anjanpreet Singh, Advocate
for the appellant.

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 08.12.2025 passed by the Authority[1] at Panchkula. Operative part thereof reads as under:

> *"61. In view of the above, the Authority is of the considered opinion that the present complaint is not maintainable under the RERA Act, as all material events giving rise to any cause of action were concluded prior to the enforcement of the Act.*
> *62. Hence, the captioned complaint is accordingly disposed of in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority."*

2. Factual matrix of the case is that the appellant-allottee was allotted Unit No. 108 on First Floor in Tower-B, measuring 2700 sq. ft., in the project "Tarang Orchids", Sector-28, Faridabad, vide allotment letter dated 25.04.2012. Apartment Buyer Agreement was executed between the parties

[1] Haryana Real Estate Regulatory Authority, Panchkula.

on 26.04.2012. Total sale consideration of the unit was ₹89,68,500/-, against which, the appellant-allottee paid ₹91,78,549/-. As per agreement, due date of possession was 30.03.2013. The respondent-promoter issued a physical fit-out letter on 22.06.2015 and the appellant-allottee took possession on 31.07.2015. Occupation Certificate was granted to the project on 31.12.2015. Thereafter, appellant-allottee preferred a complaint in the year 2023 before the Authority seeking delayed-possession charges, refund of alleged excess charges, withdrawal of the disputed statement of account, restraint against demands based on enhanced area, EDC/IDC and execution of the conveyance deed.

3. Stand of the respondent-promoter before the Authority was that the appellant-allottee had executed an Indemnity-cum-Undertaking on 28.07.2015, whereby she agreed to comply with the terms of the agreement and clear all outstanding dues, and thereafter took possession on 31.07.2015. The respondent-promoter further submitted that a sum of ₹10,47,740/-, inclusive of interest, remained payable by the appellant-allottee and that, despite reminders dated 25.09.2016 and 14.10.2017, she had neither cleared the outstanding dues nor came forward for execution of the conveyance deed. The respondent-promoter maintained that it remained willing to execute the conveyance deed, subject to payment of the lawful outstanding dues.

4. After considering rival contentions of the parties, the Authority disposed of the complaint vide the impugned order, operative part whereof has been reproduced in para 1 of this order.

5. Aggrieved by the impugned order, the appellant-allottee has preferred the instant appeal before this Tribunal. Her grievance is that the Authority erred in treating the complaint as not maintainable merely because the allotment, Agreement, possession and Occupation Certificate preceded enforcement of the RERA Act. Ld. Counsel for the appellant asserts that non-payment of delayed-possession interest, the disputed demands based upon enhanced super area and other charges, and non-execution of the conveyance deed constitute continuing wrongs.

6. We have heard the learned counsel for the appellant-allottee and carefully examined the record of the case.

7. It is undisputed that the stipulated date for delivery of possession was 30.03.2013; the Occupation Certificate was issued on 31.12.2015, and that the appellant-allottee has been in possession of the unit since 2015. The provisions of RERA came into force on 28.07.2017. The present dispute thus arises from events that occurred before the enforcement of RERA and is pre-RERA in nature. In these circumstances, the project and the dispute fall outside the adjudicatory jurisdiction of the Regulatory Authority. This legal position is squarely settled in ***Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India and others (AIR 2018 NOC 398 Bom, para 84)***.

8. In light of the foregoing discussion, we are of the considered view that the grievance raised by the appellant-allottee is not maintainable under RERA. Accordingly, we find no legal infirmity or procedural irregularity in the order passed by the Authority warranting interference by this Tribunal. The

appeal is, therefore, found to be devoid of merit and is hereby dismissed.

9. Copy of this order be sent to the parties/their counsel and the Authority.

10. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 12, 2026/mk