# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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| **Complaint no.:** | **1957 of 2024** |
| **Date of filing:** | **24.12.2024** |
| **First date of hearing:** | **18.03.2025** |
| **Date of decision:** | **02.11.2026** |

**Ritu Sawarn Sharma**
D/o Sh. Ravi Kumar Sawarn,
R/o- 587-N, Sector 21, Panchkula,

.....COMPLAINANT

Versus

1. **The Chief Administrator, Haryana Shehri Vikas Pradhikaran**
   C-3, Sector-6, Panchkula, (earlier known as Housing Board Haryana)

2. **The Secretary, Haryana Shehri Vikas Pradhikaran**
   C-3, Sector-6, Panchkula, (earlier known as Housing Board Haryana)

3. **The Chief Revenue Officer, Haryana Shehri Vikas Pradhikaran**
   C-3, Sector-6, Panchkula, (earlier known as Housing Board Haryana)

4. **Haryana Shehri Vikas Pradhikaran**
   C-3, Sector-6, Panchkula, (earlier known as Housing Board Haryana)

....RESPONDENT(s)

**Present: -** Ms. Ritu Sawarn Sharma, complainant in person.

Adv. Jatin Kaushal, proxy counsel for Adv. Arvind Seth, counsel for the respondent.

**ORDER: (NADIM AKHTAR –MEMBER)**

1. The complainant has moved an application dated 02.11.2026 seeking amendment of memo of parties on the ground that the State Government has dissolved the Haryana Housing Board and merged it into the Haryana Shehri Vikas Pradhikaran (HSVP), as Housing Wing. In view of the notification bearing no. 35-HLA of 2025/76/28910 dated 17.12.2025 issued by the State Government and there being no objection, the application is allowed. Haryana Shehri Vikas Pradhikaran (Housing Wing) shall stand substituted in place of Housing Board Haryana for the purposes of the present proceedings. Accordingly, all references to the respondent in this order shall, unless the context otherwise requires, be construed as references to Haryana Shehri Vikas Pradhikaran (Housing Wing).

2. Present complaint has been filed by the complainant on 24.12.2024 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

## A. UNIT AND PROJECT RELATED DETAILS:

3. 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 | Multi storeyed flats for Serving/Ex-Defence and Para Military Personnel of Haryana up to the rank of JCOs and equivalent and their widows and orphans on Hire Purchase Basis at Pinjore, Sector 28 |
| 2. | Name of the promoter | Housing Board Haryana |
| 3. | RERA registered/not registered | Unregistered |
| 4. | Unit no. | Final Reg. No.- 161<br>(As per Letter dated 21.01.2015) |
| 5. | Date of builder buyer agreement | Not executed |
| 6. | Possession clause in BBA | Not available |
| 7. | Total sale consideration | ₹16.90 lacs (As per prospectus) |
| 8. | Amount paid by the complainant | ₹5,68,000/- |
| 9. | Offer of possession given on | Not given |

## B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT ARE AS UNDER:

4. That Housing Board Haryana issued an advertisement inviting applications for registration of multi-storeyed flats on hire purchase basis for serving/ex-defence and para-military personnel of Haryana up to the rank of JCO and equivalent, including their widows and orphans, in 11 districts of Haryana. Copy of the advertisement is annexed as Annexure C-1 & C-2.

5. That the applicant, Late Sh. Banarsi Dass, belonged to the aforesaid category and accordingly applied for allotment under the said scheme in District Panchkula. Copy of the application is annexed as Annexure C-3. The applicant did not possess sufficient financial resources for the said allotment, and therefore, financed the same for him owing to their close family relationship.

6. That the original allottee, Late Sh. Banarsi Dass was declared successful in the draw held on 21.01.2015 vide memo No. HBH/CRO(PM)/Defence 2015/SPL-2233. Copy of the allotment letter is annexed as Annexure C-4.

7. The applicant has paid the total amount of ₹5,68,000/- to the respondent authorities, which continues to remain with them. Acknowledgment receipt of ₹2,27,000/- is annexed at Annexure C-3 and the receipt of an amount of ₹3,41,000/- is annexed as Annexure C-9.

8. The applicant Sh. Banarsi Dass expired on 20.12.2016 leaving behind a Will dated 09.02.2015 in favour of the complainant. Death certificate of Sh. Banarsi Dass is annexed as Annexure C-12.

9. That it is pertinent to mention that initially the allotment of type-A flat was in Sector-28, Pinjore, but later, the construction was shifted to Sector-31, Panchkula. The complainant received a communication dated 17.12.2018 from Housing Board Haryana stating that construction of the flats had been stopped and that if interested the complainant may send their consent to Housing Board Haryana to take flats at Sec-31, Panchkula. Copy of the communication dated 17.12.2018 is annexed as Annexure C-11.

10. The original allottee had already conveyed his consent for shifting of the construction site from Pinjore to Sector-31, Panchkula. The consent letter issued by the son of the original allottee is annexed as Annexure C-16. A request was also submitted for inclusion of the original allottee in the draw scheduled for 14.12.2021. Copy of the letter is annexed as Annexure C-15. According to the complainant, there was no necessity for holding a fresh draw merely because of the change of construction site. It is further alleged that despite receiving a telephonic call from the respondent authorities asking the complainant to visit the premises for the draw on 14.12.2021, the name of the original allottee was not included therein. Such conduct on the part of the respondent authorities is stated to be highly objectionable.

11. That after completing all requisite formalities prescribed by Housing Board Haryana, including obtaining no-objection certificates from the legal heirs, execution of an indemnity bond, publication of newspaper notice and other related formalities, the complainant stepped into the shoes of the deceased applicant.

12. That the complainant had to make repeated visits and pursue the matter with the respondent authorities for insertion of her name in place of the deceased applicant. Copy of transfer of the registration is annexed as Annexure C-17.

13. That the file of the original allottee was stated to be missing by the respondent, whereupon the complainant submitted an application seeking tracing of the said file. Copy of the application is annexed as Annexure C-13.

14. That the complainant was genuinely interested in obtaining the flat and submitted a written representation expressing her willingness to pay the balance amount even if certain Part-B flats were lying vacant. She requested the authorities to allot a flat to her. According to the complainant, in the interest of equity and fairness, the flats ought to be constructed as several ex-servicemen were awaiting allotment under the scheme.

15. That the complainant alleges that despite having complied with all stringent formalities required by the Board for substitution of her name in

place of the deceased applicant, the respondent Board failed to include either her name or the name of the deceased applicant in the draw, thereby causing grave prejudice to her rights and interests. The complainant further submitted a complaint on the C.M. Window portal, which is annexed as Annexure C-18.

## C. RELIEFS SOUGHT-

16. That the complainant seek following relief and directions to the respondent authorities -

i. That the flats should be built as per the government plan in the prospectus..

ii. That Part-A or Part-B flat may be allotted to the complainant. There is a probability that many applicants may withdraw their application or surrender the flats in the coming months.

iii. That penalty should be imposed for not including the flat in the draw on 14.06.2021.

iv. That penalty should also be imposed for not allotting the flats in time and excessive delay.

v. That the penal interest of 24% may be imposed on the Board for its negligence and physical and mental harassment.

vi. Property to be allotted at original cost.

vii. That as the successor may not be aware of any additional payment, if any, it should also be included and revealed to the complainant.

viii. Any other relief which this Authority deems fit may be granted in the interest of equity and justice.

## D. REPLY SUBMITTED ON BEHALF OF RESPONDENT-

17. The respondent submitted a common reply on 25.02.2025 contesting the complainant's claims on several grounds.

18. That the complainant is not an allottee as per the definition of the allottee as prescribed under Section 2(d) of the RERA Act, 2016, which prescribes that 'an allottee does not include a person whom such plot, apartment or building, as the case may be, is given on rent'. Therefore, the present complaint is liable to be dismissed on this ground.

19. That Section 28 of the Housing Board Act, 1971 provides for the sanctioned housing scheme to be executed. That Section 29 provides that the Housing Scheme has to be published in the Official Gazette. Accordingly, the State Government has been empowered to grant sanction of the Housing scheme. Therefore, the Haryana Housing Board cannot be equated with the private developer, as the allotment of flats as per the scheme in the present case was to be made as per the housing scheme made under the provisions of the Housing Board Act, 1971.

20. That while exercising powers under Section 74 of the Haryana Housing Board Act, 1971, the State of Haryana framed Housing Board Haryana (Allotment, Management and Sale of Tenements), Regulation, 1972. The definition of an allottee is prescribed in Section 2(b) of Housing Board

Haryana (Allotment, Management and Sale of Tenements), Regulation, 1972.

21. That the allotment of tenements is provided in Regulation 3 of Housing Board Haryana (allotment, management and sale of tenements), Regulation, 1972. It prescribes that allotment has to be made as soon as the building is ready for occupation.

22. That Regulation 4 of the Housing Board Haryana (Allotment, Management and Sale of Tenements), Regulation, 1972 prescribes procedure of issuing notice for inviting applications and power of board to allot tenement (Houses).

23. That the allotment of tenements (houses) is provided in Regulation 8 of Housing Board Haryana (Allotment, Management and Sale of Tenements), Regulation, 1972. Said Regulation 8 provides allotment of tenements as per the terms of allotment and as per the provisions of these Regulations.

24. That the allotment letter, condition of allotments are provided under Regulation 10 of the Housing Board Haryana (Allotment, Management and Sale of tenements), Regulation, 1972. From the perusal of Regulation 10, it is clear that the possession has to be given after the allotment is finalised by the Estate Manager. Therefore, unless and until the allotment is issued, an applicant cannot be termed as an allottee. Hence, the complainant is not the allottee as per the definition of Housing Board

Haryana (Allotment, Management and Sale of Tenements), Regulation, 1972.

25. That it is clear from the application submitted by the complainant and the scheme that the flats were to be allotted on Hire Purchase Basis. The Hire Purchase is defined in Section 2(g) of the Housing Board Haryana (Allotment, Management and Sale of Tenements), Regulations, 1972. From the perusal of the definition of hire purchase, it is clear that the participants under the scheme can become the Allottee/ owner only after payment of all dues. Until all the installments are paid, he remains the tenant. As the complainant did not accept the terms and conditions of the allotment letter, therefore, the complaint filed by the complainant who is not the allottee is not maintainable before RERA.

26. That in the present case, the complainant is praying for allotment of a flat of Category A or B, however, it is a matter of record that the complainant was not the successful applicant in the draw of lots which was held on 10.09.2019 vide letter no. HBH/CRO(PM)/2019/5730 dated 06.09.2019 as per the statutory provisions of the Housing Board Haryana (Allotment, Management and Sale of tenements) Regulation, 1972.

27. The respondent floated a scheme for allotment of multi-storeyed flats for serving/ex-defence personnel and para-military personnel of Haryana up to the rank of JCOs and equivalent, as well as their widows and orphans, on a Hire-Purchase basis at Sector-28, Pinjore. Thereafter, Sh. Banarsi Dass,

S/o Sh. Prabh Dayal had applied for allotment of the flat. After receiving the applications, respondent held a draw of lots in December, 2014 in which the applicant (Banarsi Dass) was declared a successful candidate and Final reg. No. 161 was issued to him. However, it is a matter of record that at time of draw of lots, no allotment was made and no agreement was signed in between the successful candidates and the respondent. Later, the scheme was scrapped vide letter no. HBH/CRO(PM)2023/180-194 dated 06.02.2023 and no allotment was made to any of the successful candidates.

28. That the original allottee Sh. Banarsi Dass died in December, 2016.

29. That after the said scheme for Sector-28, Pinjore scrapped, respondent authority vide letter dated 17.12.2018 has informed all the persons regarding the same. It was also informed that if any person is interested to consider his/her name for the allotment of flats in Sector-31, Panchkula, may submit his/her undertaking.

30. That in view of the said letter dated 17.12.2018 issued by the respondent, Smt. Darshana Rani W/o Late Sh. Banarsi Dass submitted her consent letter to the respondent on 01.01.2019 stating therein that transfer of the flat to Sector-31, Panchkula (Type-A) shall be considered and also stated that none of her legal heirs have any objection to this transfer and allotment may be given as soon as possible.

31. In the meantime, complainant submitted an application with the respondent that the final registration (No allotment was transferred till date) which was in the name of Sh. Banarsi Dass may be transferred in her name.

32. That after completion of construction of the flats in Sector-31, Panchkula, a draw of lots was held on 10.09.2019 and in the draw of lots, the complainant's name was considered but she was not the successful candidate in the said draw of lots. Therefore, there was no occasion to issue any allotment letter in favour of the complainant. As there is no allotment in the name of the complainant, therefore, this Hon'ble Authority has no jurisdiction to entertain the present complaint under the definition of an allottee as prescribed in RERA Act, 2016.

33. That in the present complaint, complainant has nowhere mentioned/pleaded that she belongs to the Para Military/ Ex-serviceman Defence category, therefore, the complainant is not an eligible person for allotment of the flat. Further, the complainant is not entitled for allotment of the flat because vide letter no. HH/CRO(PM)/A-1/2022/3800 dated 27.02.2022, the registration is transferred for refund purpose only.

**E. REPLICATION FILED BY THE COMPLAINANT DATED 22.05.2026-**

34. In this replication, complainant has reiterated the pleadings mentioned in the complaint. It has further been stated that the original will is in possession of the respondent, which bears the signatures of the wife and son of the original allottee. Further stated the complainant is not interested

in taking a refund and that there is no reason that the complainant should accept interest at a rate of 3% P.A. from 2014 to 2026. It has also been prayed that a Category-I flat in Sector 31 should be handed over to the complainant.

## F. WRITTEN SUBMISSIONS FILED BY RESPONDENT ON 22.07.2026 IN COMPLIANCE OF ORDER DATED 13.07.2026 -

35. In this application, respondent placed on record proof of the scrapped schemes which includes Sec-28, Pinjore. It is further stated that Housing Board Haryana is processing refunds as per the Board policy in respect of the scrapped schemes. However, for processing refunds, the complainant is required to furnish certain mandatory documents, including bank account details, PAN Card, etc, along with other documents as may be required. It is further mentioned that no refund has been released to the complainant till date as the requisite documents have not yet been furnished by the complainant.

36. Further, respondent stated that the Government of Haryana, vide order dated 06.03.2026 has merged Housing Board Haryana with Haryana Shehri Vikas Pradhikaran (HSVP) with immediate effect. Consequently, all matters relating to Housing Board Haryana are now being dealt with by HSVP.

## G. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT-

37. During the course of hearing, the complainant submitted that she intends to place on record certain documents, including the will, today itself.

## H. ISSUES FOR ADJUDICATION-

38. Whether the complainant is an "allottee" within the meaning of Section 2(d) RERA, Act of 2016 so as to maintain the present complaint?

## I. FINDINGS AND OBSERVATIONS OF THE AUTHORITY-

39. The Authority has carefully examined the rival contentions and perused the documents placed on record. The complaint revolves around the entitlement of the complainant to claim the benefit of allotment originally made in favour of Late Sh. Banarsi Dass. The complainant has submitted that she has succeeded to the rights of the original allottee, Late Sh. Banarsi Dass, on the basis of the "Will" allegedly executed in her favour, and therefore, has stepped into his shoes.

40. The respondent have contested the complaint, inter alia, on the ground that the complainant is not an "allottee" within the meaning of Section 2(d) of the RERA, Act of 2016, and therefore, the complaint is not maintainable before this Authority.

41. In view of the above, the preliminary issue for determination is whether the complainant can be regarded as "allottee" under the Act so as to maintain the present proceedings.

42. At this stage, reference must be made to Section 31 of the RE(R&D) Act, 2016 which provides for filing of complaints. Section 31 is being reproduced below for reference-

> ***"Section 31- Filing of complaints with the Authority or the adjudicating officer.***
>
> *(1) **Any aggrieved person** may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder, against any promoter, allottee or real estate agent, as the case may be.*
>
> *Explanation.-For the purpose of this sub-section "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.*
>
> *(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be [prescribed]."*

43. A plain and literal construction of the provision makes it clear that the right to invoke the jurisdiction of this Authority is not restricted only to "allottees." The legislature in its wisdom has consciously employed the expression *"any aggrieved person"* so as to vest locus standi in a wider category of individuals who can demonstrate that they have suffered a legal injury on account of a violation of the Act or rules made thereunder. The use of the word *"may"* in conjunction with the words *"any aggrieved*

*person"* expands the remedial jurisdiction and ensures that technical objections do not defeat substantive justice.

44. It is therefore not an indispensable pre-condition that the complainant must necessarily fall within the definition of an "allottee" under Section 2(d) for filing of complaint before the Authority. The critical test under Section 31 is whether the complainant has established himself to be an *"aggrieved person"* in respect of an alleged violation or contravention attributable to the promoter, allottee or real estate agent. Once this threshold is crossed, next steps will come into play. In the present case, the complainant claims to have derived her interest from Late Sh. Banarsi Dass, who had admittedly participated in the scheme floated by the respondent-Housing Board and was declared successful in the initial draw. She has further asserted that she has been pursuing the matter with the respondent-Board and seeks allotment of a flat in lieu of the amount allegedly deposited under the scheme, the receipts of which are annexed as Annexure C-3 and C-9. Further, reliance has been placed on the memo no. HBH/CRO(PM)/DEFENCE/2015/SPL-2233 annexed as Annexure C-4; and document annexed as Annexure C-17 of the Complaint book which prima facie demonstrated a grievance referable to the conduct of the promoter and accordingly fall within the ambit of an "aggrieved person" under Section 31. In view of the nature of the same, this Authority is of the considered view that the complainant can claim to be an **"aggrieved**

**person" for the limited purpose of invoking Section 31 of the Act.** Accordingly, the complaint cannot be dismissed merely on the ground that the complainant is not an allottee.

45. **However, the above finding does not, by itself, establish that the complainant is an "allottee" within the meaning of Section 2(d) of the Act or that she has acquired an enforceable right to seek allotment of a specific apartment.** The entitlement of the complainant to the substantive reliefs claimed is required to be examined on the basis of the documents and circumstances brought on record. For the purpose, it is necessary to refer to Section 2(d) of the Act which is reproduced below-

> *"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;"*

46. In the present case, it is not in dispute that Late Sh. Banarsi Dass had applied under the scheme floated by the respondent-Board and was declared successful in the draw. He was thereafter assigned Final Registration No. 161. It is also not in dispute that certain amounts were deposited with the respondent-Board pursuant to the said registration. However, the material question is whether such declaration as a successful applicant and issuance of a Final Registration Number amounted to an allotment of a specific apartment in favour of Late Sh. Banarsi Dass. The

expression "allotted" occurring in the aforesaid definition assumes significance. **For a person to claim the status of an allottee in respect of a particular apartment, there must be an allotment of a plot, apartment or building in his/her favour.** Mere registration, participation in a scheme, payment of registration/application money, or being successful in a preliminary draw, without an identified unit having been allotted, does not, by itself, establish allotment of a specific apartment.

47. On perusal of the documents placed on record, this Authority finds that no allotment letter specifying any particular flat/apartment, its number, floor or other identifying particulars in favour of Late Sh. Banarsi Dass has been produced. No document evidencing handing over or offer of possession of any specific apartment to him has also been placed on record. Likewise, no agreement evidencing allotment of a specific apartment in favour of Late Sh. Banarsi Dass has been brought on record. The respondent has specifically stated, and the complainant has not been able to demonstrate otherwise from any contemporaneous document, that **no specific flat/unit was allotted to Late Sh. Banarsi Dass pursuant to the said draw; no allotment letter identifying a particular flat was issued in his favour and no Builder Buyer Agreement or equivalent agreement was executed between the parties.**

48. The communication dated 21.01.2015 relied upon by the complainant records that Late Sh. Banarsi Dass had been declared successful in the

draw and refers to Final Registration No. 161. However, the said document, by itself, does not establish that any specific apartment had been allotted to him. The distinction between a "successful applicant" and an "allottee" of a specific house/flat is material in the facts of the present case. It is, therefore, material to distinguish between **registration/success in a draw and actual allotment of a specific apartment**. The initial registration in favour of Late Sh. Banarsi Dass may have conferred upon him a right to be considered under the scheme, subject to its terms and the subsequent allotment process; however, the material on record does not establish that a particular apartment had ever been allotted to him.

49. The subsequent events are also relevant. The scheme at Sector-28, Pinjore got scrapped and the respondent-Board subsequently proposed consideration of the eligible applicants for flats at Sector-31, Panchkula. The complainant herself relies upon the communication dated 17.12.2018 whereby the applicants were informed regarding the change in the proposed site and were invited to furnish their consent if they desired to be considered for flats at Sector-31, Panchkula. **Thus, the proposed change of site did not operate as a mere change in the address of an already allotted apartment.** The complainant has questioned the necessity of such subsequent draw on the ground that Late Sh. Banarsi Dass had already been declared successful in the earlier draw. However, the fact remains that the earlier draw did not culminate in allotment of any identified unit to

him. Therefore, the subsequent consideration of applicants for the flats at Sector-31, Panchkula cannot be treated as cancellation or alteration of an already vested allotment of a particular apartment.

50. It is further relevant to note that the scheme under which Late Sh. Banarsi Dass had initially applied was not an open scheme available to the general public. The scheme was specifically floated for serving/ex-defence and para-military personnel of Haryana up to the rank of JCO and equivalent, including their widows and orphans. The eligibility under the scheme was, therefore, linked to the category for which the scheme had been formulated. After the demise of Late Sh. Banarsi Dass on 20.12.2016, the complainant has not placed on record any material demonstrating that she herself fell within the eligible category prescribed under the scheme. Likewise, the record does not establish that, by virtue of the alleged succession, the complainant acquired an independent eligibility to participate in the subsequent allotment process applicable to the flats at Sector-31, Panchkula.

51. The complainant has relied upon the alleged "Will" dated 09.02.2015 executed by Late Sh. Banarsi Dass and has contended that, by virtue thereof, she stepped into the shoes of the original allottee. In this regard, it is observed that the complainant in compliance of the order dated 13.07.2026, has placed on record a copy of the aforesaid will, vide application dated 02.11.2026. The same has been taken on record. A

perusal of the same reveals that the aforesaid will is an 'unregistered will', which has been notarised on 18.10.2021. Even assuming, without expressing any final opinion upon the validity or enforceability of the alleged Will, that the complainant succeeded to whatever rights were lawfully held by Late Sh. Banarsi Dass, the successor could acquire only such rights as were possessed by the original applicant. Since the material on record does not establish that a specific apartment had ever been allotted to Late Sh. Banarsi Dass, the alleged succession cannot, by itself, result in creation of an allotment in favour of the complainant. In other words, **succession to the registration or rights of an applicant cannot be equated with succession to an allotment where no allotment of a specific unit had taken place.** The complainant cannot acquire, through the alleged Will, a better or higher right than that which was possessed by the deceased applicant under the scheme.

52. The complainant has also relied upon the transfer of registration in her name. The communication bearing No. HBH/CRO(PM)/A-1/2022/3800 dated 27.02.2022 specifically records that **"The Registration is transferred for refund purpose only."** No document has been placed on record by the complainant showing that the respondent-Board subsequently issued an allotment letter in her favour or otherwise allotted any identified apartment to her. Thus, such transfer of registration, even if accepted, cannot by itself be construed as an allotment of an apartment in

her favour. Therefore, the said document cannot be construed as an allotment or transfer of any apartment in favour of the complainant. On the contrary, the express qualification contained therein indicates that the transfer was confined to the purpose of processing/refunding the amount relatable to the registration.

53. Similarly, the complainant has relied upon an acknowledgment/receipt regarding payment of the amount of ₹5,68,000/-. **The payments made by the complainant, as reflected in the receipts,** though indicative of financial transactions between the parties, cannot by themselves establish allotment in the absence of a legally valid and enforceable Agreement for Sale. Payment of money, howsoever substantial, does not ipso facto crystallize the status of an allottee in the absence of material establishing that the same culminated in an allotment, sale or other transfer of a plot, apartment or building in favour of the claimant.

54. It is also relevant that the respondent-Housing Board is a statutory housing body constituted under the Haryana Housing Board Act, 1971 and the scheme in question was floated and administered under the statutory framework governing the Board. The respondent has stated that the Board functions as a statutory housing body on the basis of its governing provisions and policies. **The Authority, therefore, cannot disregard the statutory scheme and regulations governing the original transaction**

**and direct allotment of a flat contrary to the allotment process prescribed thereunder.**

55. Accordingly, this Authority is of the considered opinion that the complainant has failed to establish that she is an **"allottee" in respect of any specific apartment within the meaning of Section 2(d) of the Act.** The record establishes that the original registration was in the name of Late Sh. Banarsi Dass; that Final Registration No. 161 was issued to him; that no specific apartment was allotted to him; that no agreement was executed with him; that the subsequent process for Sector-31, Panchkula did not result in allotment in favour of either the complainant or the deceased applicant; and that no allotment letter identifying a particular apartment has been produced in favour of the complainant.

56. Accordingly, while the complainant is held to be an aggrieved person competent to invoke the jurisdiction of this Authority under Section 31 of the Act, she has failed to establish that she is an allottee within the meaning of Section 2(d) of the Act. Consequently, the substantive reliefs sought by the complainant cannot be granted under the Act.

57. In view of the foregoing discussion, the present complaint is accordingly **dismissed**. File be consigned to the record room after uploading of the order on the website of the Authority.

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**NADIM AKHTAR**
**[MEMBER]**