

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: September 08, 2026

(1) Appeal No. 1125 of 2025

New LookBuilders & Developers Pvt. Ltd. having Office at First Floor,
The Great Eastern Centre, 70, Nehru Place, Behind IFCI Tower, New
Delhi-110019.

...Appellant–Promoter

Versus

K T Fab Private Limited having Office at F-12, Ground Floor Sham
Nagar, New Delhi, 110018.

...Respondent No. 1–Allottee

Ansal Properties and Infrastructure Ltd. through IRP

...Respondent No. 2

(2) Appeal No. 1126 of 2025

New Look Builders & Developers Pvt. Ltd. having Office at First
Floor, The Great Eastern Centre, 70, Nehru Place, Behind IFCI
Tower, New Delhi-110019.

...Appellant–Promoter

Versus

Dalbir SinghR/oH.No. 1294-95, Sector-12, HUDA, Panipat, Haryana.

...Respondent No. 1–Allottee

Ansal Properties and Infrastructure Ltd. through IRP

...Respondent No. 2

CORAM:

Justice Rajan Gupta
Dr. Virender Parshad

Chairman
Member (Judicial)

Present: Mr. Keshav Saini, Advocate,
Ms.Nimisha Pathak, Advocate,
Ms. Vardhani Gupta, Advocate,
for the appellant.

Mr. Shobit Phutela, Advocate and
Ms. Malvika Desai, Advocate,
Ms. Arundhati, Advocate,
for the respondent no.1-allottee.

None for respondent no. 2.

ORDER:

RAJAN GUPTA, CHAIRMAN

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 1125 of 2025.

2. Present appeal is directed against order dated 08.07.2025 passed by the Authority¹ at Gurugram. Operative part thereof reads as under:

“H. Direction issued by the authority:

I. In view of the above, the Authority directs the respondent to hand over possession of the stated unit to the complainant. The complainant will not have to pay anything to the respondent in this respect at the time of possession, except any other charges which is apart from total sale consideration.

II. The respondent is directed to execute the conveyance deed of the allotted unit within a period of 3 months from the date of this order.

III. As regards compensation prescribed under Section 18 of the Real Estate (Regulatory & Development) Act, 2016 and damages / on account of other remedy is related, the complainant may file if they wish so, a separate application under Section 31 read with Section 71 of the RERA Act before the Adjudicating Officer of the Authority.

IV. A period of 90 days is given to the respondent to comply with the direction given in this order and failing which legal consequences would follow.”

2. Factual matrix of the case is that the respondent no. 2 entered into a Collaboration with respondent no.1, who was owner of a part of land on which respondent no. 2 wanted to develop a residential project namely “Esencia” in Sector-67, Gurugram, Haryana. It was agreed between both the parties that plots would be allotted in the project in exchange of their piece of land without payment of any amount. Thereafter, a plot bearing No. 0711-B-0558 measuring 442.83 sq. mtr. was allotted to respondent No. 1- allottee and Plot Buyer Agreement dated 26.04.2013 was executed between respondent no. 1 and the appellant-promoter (who is acting on behalf of respondent no. 2). As per Clause 3.1 of the agreement,

¹Haryana Real Estate Regulatory Authority, Gurugram.

sale consideration was 'NIL' as it was allotted in view of Collaboration Agreement while EDC and IDC were payable by the allottee. Due date of possession was 26.10.2015. Despite repeated visits, follow-ups and having paid/adjusted all dues, possession was not handed over to the respondent-allottee, which constrained him to approach the Authority by filing a complaint on 27.01.2023 seeking directions for possession, delay possession interest, zoning of the plot and execution of conveyance deed.

3. During the pendency of complaint before the Authority, vide order dated 16.11.2023, defence of appellant was struck off as reply was not filed within the stipulated time.

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 2 of this order.

5. Feeling aggrieved by the impugned order, the appellant-promoter has filed the present appeal.

6. We have heard learned counsel for the parties and carefully examined the record of the case.

7. Learned counsel for the appellant-promoter has contended that an MOU for collaboration was initially executed between Ansal Properties and Infrastructure Ltd. (APIL)-respondent No. 2 and respondent no. 1, followed by a Plot Buyer Agreement executed between respondent no. 1 and the appellant-promoter, who was acting on behalf of APIL. Thereafter, during the proceedings before the Arbitrator, a Master Settlement Agreement (MSA) was executed between the investors and APIL, whereby APIL indemnified the appellant-promoter. It was submitted that APIL was solely responsible for the development of the project and that, after the execution of the MSA and the passing of the arbitral award, APIL became liable for all claims and other liabilities pertaining to the appellant-promoter. It was further contended that in view of the

MSA, APIL undertook to bear directly the rights, liabilities and obligations of the appellant-promoter; therefore, an application was filed for impleadment of APIL as a respondent in the array of parties before this Tribunal in the proceedings of the present appeal, so that APIL may be heard on the question of the rights and liabilities of the appellant-promoter arising from the MSA.

8. Considering these contentions, the application for impleadment of APIL as a party to the present appeal was allowed on 20.07.2026. In compliance with the said order, notice was issued to APIL; however, the same could not be delivered and APIL has not appeared before this Tribunal.

9. In the present case, the Authority has disposed of the complaint on merits by issuing directions for grant of possession. However, the foundational facts relating to the MOU, the MSA and the rights and obligations of the appellant-promoter and APIL have not been fully adjudicated upon in the presence of all necessary parties.

10. In these circumstances, we are of the considered view that this lacuna goes to the root of the matter and renders it appropriate that the complaint be reconsidered by the Authority after affording proper opportunity of hearing to the appellant-promoter and APIL, so that all relevant aspects, including the impact of the Master Settlement Agreement on the reliefs claimed, may be examined in a comprehensive manner.

11. In light of the peculiar facts and circumstances of the present case, this Bench deems it fit to set aside the impugned order and remand the matter to the Authority for adjudication afresh in accordance with law, after ensuring effective service upon APIL and after affording a reasonable opportunity of hearing to all parties.

12. Accordingly, the appeal is disposed of in above terms and the matter is remanded back to the Authority for adjudication

afresh after affording opportunity of being heard to all parties, including APIL.

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

14. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

September 08,2026/mk