BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**865 of 2025**
Date of filing of complaint:	**17.02.2025**
Date of decision:	**29.09.2026**

Ms. Pooja Khandooja
R/o: - 5008/31, F-block, Rajendra Park, Gurugram, Haryana-122001 **Complainant**

Versus

M/s Czar Buildwell Pvt. Ltd
Regd. Office at: 301 & 302-A, Global Foyer, Sector-43, Golf Course Road, Gurugram-122009 **Respondent**

CORAM:
Shri Arun Kumar Chairman

APPEARANCE:
Shri Himanshu Ahuja (Advocate) **Complainant**
None **Respondent**

EX-PARTE 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 provision of the Act or the Rules and regulations made thereunder or to the allottees 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Information
1.	Name and location of the project	Mahira Homes, Sector 104, Gurgaon, Haryana
2.	Nature of the project	Affordable Group Housing
3.	DTCP license no.	24 of 2020 dated 10.09.2020
4.	RERA Registered/ not registered	Registration revoked
5.	Welcome letter	Not on record
6.	Date of Agreement for Sale	Not executed
7.	Apartment no.	T8-1903, in tower T8 (as per email dated 06.12.2021)
8.	Total sale consideration	Not on record
9.	Amount paid by the complainant	Rs. 3,02,969/- as alleged by the complainant
10.	Occupation certificate	Not obtained
11.	Offer of possession	Not offered
12.	Demand letter through mail	06.12.2021 demand of Rs.2,81234/- (page 18 of complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That in the year 2021, the respondent has provisionally allotted a unit through draw of lots held at Hotel Park Plaza, Sector 29, Gurugram, Haryana and in which the complainant, has also showed an interest.

II. That after submitting an application to respondent, the complainant has paid initial sum of Rs. 67,533/- towards application fees, to respondent. The respondent has allotted a unit bearing no T8, 1903, situates in tower B, Mahira Homes-104, Sector 104, Gurugram, Haryana-122001.

III. That after allotted the said unit, the respondent has issued demand letter dated 06.12.2021 of Rs. 2,81,234/-. The respondent without executing builder buyer agreement with complainant, has issued demand letters in respect to said unit.

IV. That the complainant has made total payment of Rs. 3,02,969/- in respect of said unit to respondent. Thereafter, after making the said payment, the complainant has requested respondent to issue allotment letter and executed builder buyer agreement of the said unit. The respondent did not even bother to execute builder buyer agreement with complainant.

V. That as respondent, has neither executed any builder buyer agreement nor issued aby formal document in respect of said unit in favour of complainant so the complainant, by looking at a view of respondent, has decided to get exit from the project.

VI. That thereafter, the complainant has immediately approached respondent for seeking refund of complete amount with interest. In response to the refund requests, the respondent has issued two cheques bearing cheque no. 019240 dated 20.08.2023 of Rs. 1,50,000/- and cheques no. 09242 dated 31.08.2023 of Rs. 1,52,969/-.

VII. That the complainant has presented the said cheque for encashment with her banker but same has been returned with the remarks "Account Blocked" vide return memo dated 13.10.2023.

VIII. That the complainant had sent the numerous mails to the respondent wherein requesting him to refund the amount but the same went unheeded.

IX. That the respondent has been using the hard-earned money, a whopping amount of Rs. 3,02,969/- without making any interest by making false statements throughout the entire span.

X. That there are malpractices on part of the respondent to take monies from the buyers in general and complainant in particular who purchased unit in the said project, use it elsewhere and delay the project unreasonably for their wrongful gains, causing wrongful losses and injuries to the complainant. Such malpractices, failure to perform their obligations, besides being criminally intended, are neither admissible nor permissible by virtue of being purposive misconduct of the respondent.

XI. That the cause of action has arose on 13.10.2023 when complainant has presented the said cheques with her banker but same has been returned with the remarks Account Blocked". The cause of action is still subsisting and continuing one. Thus, the complainant has been filed within time with effect from accrual of the cause of action.

C. Relief sought by the complainant:

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

a. Direct the respondent to refund the amount paid with interest in respect of the allotted unit with interest at the prescribed rate.
b. Direct the respondent to pay a sum of Rs. 50,000/- to the complainant towards the cost of litigation.

5. The present complaint was filed on 17.02.2025 and registered as complaint no. 865 of 2025. As per the registry, complainant sent copies of complaint along with annexures through speed post as well as through email. The tracking report of the same has been submitted by the complainant at page no. 33 to 34 of the complaint. The proof regarding the delivery of the complaint along with annexures made to the respondent, has been submitted by the complainant as available in the file. The registry of the Authority sent a notice with a copy of the complaint along with annexures through speed post on 20.02.2025 bearing tracking no. EH092293988IN and Registry has also sent the notice along with a copy of the complaint through

email dated 24.02.2025 and the mail was duly served. Despite service of notice through email as well as speed post, the respondent failed to appear and to submit any reply. Accordingly, the Authority is left with no other option but to proceed ex-parte against the respondent. Therefore, the matter is proceeded ex-party against the respondent.

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 based on these undisputed documents and submission made by the complainant.

D. Maintainability of complaint:

7. The complainant has submitted that the respondent has allotted a unit bearing no. T8-1903 situated in Tower B, Mahira Homes-104, Sector-104, Gurugram, Haryana-122001.

8. The Authority observes that the present complaint arises out of an email dated 06.12.2021 submitted by the complainant for allotment of a unit in the respondent's project, namely Mahira Homes 104, Gurugram, Haryana. As per the record, neither any formal allotment of the said unit has been made in favour of the complainants nor has any buyer's agreement been executed between the parties till date. Accordingly, the transaction between the parties did not progress beyond the stage of booking and never culminated in the allotment of any plot, apartment or building to the complainant.

9. Before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

> *"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and*

includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."

10. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere execution of a Memorandum of Understanding and payment of a booking amount, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.

11. Moreover, Section 29 of the Indian Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.

12. Since no allotment letter, agreement, or confirmation of allotment was ever issued in the favour of complainant, and in the absence of any concluded allotment or legally recognised interest in the project, the complainant lacks the requisite locus standi to maintain the present complaint before the Authority.

13. In view of the above facts and circumstances, this Authority holds that the complainant does not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the

complainant to avail appropriate remedies in accordance with law before the competent forum.

14. Complaint stands disposed of accordingly.

15. Files be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
29.09.2026

HARERA
GURUGRAM