

PROCEEDINGS OF THE DAY		52
Day and Date	Tuesday and 27.01.2026	
Complaint No.	CR/6338/2024 Case titled as Atul Garg VS Pareena Infrastructure Private Limited	
Complainant	Atul Garg	
Represented through	Shri Ishaan Dang Advocate	
Respondent	Pareena Infrastructure Private Limited	
Respondent Represented	Shri Sukhbir Yadav Advocate	
Last date of hearing	18.12.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 30.12.2024 and reply on behalf of respondent was received on 28.05.2025.

The complainant is seeking directions to the respondent to issue allotment letter, to execute the builder buyer agreement, to handover the possession, execution of conveyance deed and not to charge anything which is not part of the builder buyer agreement.

The counsel for the complainant submitted a list of documents during the hearing, which included a reply obtained under the Right to Information Act, 2005, a list of allottees in the Micasa Project, and a copy of the closure report. It was contended that the complainant's name appears in the list of allottees and, therefore, the complainant is an allottee in the present case.

However, the Authority is of the view that the detailed project information submitted by the complainant is a voluntary submission by the promoter and is submitted at the initial stage of project registration and is not supported by the essential documents such as allotment letter/agreement on sale/builder buyer agreement which allows the concerned to become an allottee. In any

case, the reliefs granted by RERA, emanates from section 18 of which lays down clearly: -

18. Return of amount and compensation. -

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, -

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act for any other reason,

he shall be liable on demand to the allottees, in case the allottees, in case wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

Therefore, to qualify for relief under RERA, one has to be an allottee while in this case, based on a dubious sheet, the reliefs sought are as follows: -

1. Direct the respondent to issue the allotment letter in respect of the unit
2. Direct the respondent to take the balance sale consideration and to execute builder buyer agreement.
3. Direct the respondent to handover the possession of the said unit after receiving balance sale consideration
4. Direct the respondent to execute the conveyance deed



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईन्स, गुरुग्राम, हरियाणा

5. Direct the respondent to charge any amount /issuing any demand letter to the complainant which are not a part of the contractual understanding between the parties.
6. Litigation charges

Unfortunately, it will be stretching the jurisdiction of the Act and therefore, is not desirable. In view of the same the present complaint is not maintainable and is hereby dismissed on the same grounds.

Detailed order will follow. Matter stands disposed of.


P.S. Saini
Member


Arun Kumar
Chairman
27.01.2026