



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1369 OF 2023

Bimla Hooda

....COMPLAINANT

VERSUS

Ruhil Promoters Pvt. Ltd.

....RESPONDENT

Date of Hearing: 23.12.2025

Hearing: 5th

Present: - Mr. Dixit Garg, Learned Counsel for the
Complainant through VC.
Mr. Kamal Dahiya and Ms Navneet, Learned Counsels
for the Respondent through VC

ORDER(DR. GEETA RATHEE SINGH- MEMBER)

1. Today, case is fixed for arguments.
2. Mr. Dixit Garg, learned counsel for the complainant submitted that complainant had booked a unit in the project of the respondent in the year 2012. An apartment buyer agreement was executed between the parties on 26.12.2012 for a total sale consideration of ₹ 32,45,200/- against which the complainant has paid an amount of ₹ 36,01,666/- to the respondent till date. As per clause 9(i) of the agreement, respondent had committed to deliver possession of the unit within 36 months along with a grace period of 180 days i.e., 42 months from the date of execution of the agreement.

However, till date no valid offer of possession has been made to the complainant. The complainant has filed the present complaint seeking possession of the booked unit along with interest for the delay caused in delivery of possession.

3. In rebuttal, learned counsel for the respondent submitted that the captioned complaint is not maintainable before the Authority since the complainant is not an allottee in the captioned project being developed by the respondent. The unit in question was earlier allotted to one Mr. Joginder Singh Kajla which got cancelled in the Month of October 2012 on account of non payment of dues. The amount paid by Mr. Joginder Singh Kajla was refunded back post cancellation. Thereafter, the complainant in collusion with an employee of the respondent company forged an apartment buyer agreement qua the unit in question and later illegally took the physical possession of the unit on 11.04.2023. Learned counsel for the respondent further stated that the agreement annexed as Annexure C-1 and ledger account annexed as Annexure C-2 are forged and denied. Learned counsel further submitted that the company disowns the stamp on these documents. The complainant has only paid an amount of ₹ 6,72,744/- against the unit in question whereas the total sale price is ₹ 42,73,440/-.
4. At this point a specific question was put upto the respondent's counsel as to if any criminal proceedings have been initiated by the respondent company

Rathee

against the said employee. Learned counsel for the respondent submitted that he has no information.

5. Parties heard. Case is adjourned to 03.02.2026 for further arguments and consideration.



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DR. GEETA RATHEE SINGH
[MEMBER]