



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1319 OF 2020

Bijender Singh

....COMPLAINANT

VERSUS

1. Bhoomi Green Infrastructure Co.
2. M/s GLM Infratech Pvt. Ltd.
3. Col. Surinder Singh Deswal

....RESPONDENT(S)

2. COMPLAINT NO. 1320 OF 2020

Punam

....COMPLAINANT

VERSUS

1. Bhoomi Green Infrastructure Co.
2. M/s GLM Infratech Pvt. Ltd.
3. Col. Surinder Singh Deswal

....RESPONDENT(S)

3. COMPLAINT NO. 559 OF 2018

GLM Buyers Welfare Association

....COMPLAINANT

VERSUS

1. Global Land Masters Infratech Pvt. Ltd. Erstwhile Bhoomi Infrastructure Company and Ors
2. Karman Raghu Patel
3. Sohal Navin Gala
4. Sunil Keshavji Gala
5. Mr. Suresh Ambavi Vavia
6. UHBVN

....RESPONDENT(S)

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CORAM:	Parneet Singh Sachdev	Chairman
	Dr. Geeta Rathee Singh	Member
	Chander Shekhar	Member

Date of Hearing: 14.05.2026

Hearing: 43rd in Complaint No. 1319 & 1320 of 2020.
50th in Complaint No. 559 of 2018.

Present: - Lt. Gen (Rt) Dr. DDS Sandhu, new president of complainant association in person (in complaint no. 559/2018).
Dr. Surender Dhiman, secretary of complainant association in person (in complaint no. 559/2018).
Mr. Akshat Mittal, Advocate for respondent no. 1, in person (in complaint no 559/2018).
Mr. Dipanshu Phogat for Ms. Tripta Sharma for the complainants (in complaint no. 603/2019, 613/2019, 1176/2020, merged with complaint no. 559/2018 vide order dated. 30.06.2022), in person.
Mr. Mandeep, counsel for one of the ex-partners., Mr. Virender Gandhi, in person.
None for respondent no. 2 to 6 (in complaint no. 559/2018).

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. Vide last order dated 22.01.2026, Authority directed as follows:

- "11. In view of the foregoing, the Authority directs as follows:*
- i. The complainant Association is directed to pass a formal resolution authorising one designated representative who alone shall be responsible for filing documents, affidavits, and submissions before this Authority. A copy of such resolution shall be placed on record.*
 - ii. The complainant Association is further directed to place on record the current status and details of proceedings, if any, pending before the District Registrar of Societies, Panchkula, along with copies of relevant orders or communications.*
 - iii. The complainant Association is also directed to provide a complete list of all such allottees who have made payments to*

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- the association for being accommodated in Tower A1 but have not yet been accommodated in A1.*
- iv. *Respondent no.1 is directed to file a detailed plan clarifying the manner in which allottees of Tower A4 and allottees of towers other than A4 are proposed to be accommodated as discussed above.*
- v. *Respondent no.1 is further directed to clarify, on affidavit, who shall be the authorised point of contact for grievances of allottees, and to place on record the corresponding Board Resolution in this regard.*
12. *All the above compliances shall be completed before the next date of hearing.*
13. *In view of the above observation and directions, cases are adjourned to 14.05.2026".*

2. Pursuant to the aforesaid order, learned counsel for respondent no.1 filed submissions dated 28.01.2026 pertaining to the issue of Tower A4. Thereafter, an application dated 12.05.2026 was also filed on behalf of respondent no.1 seeking to place on record the approved building plans, compliance of the directions issued vide last order and the Board Resolution regarding authorised point of contact. The same are taken on record.
3. The complainant association has also submitted a compliance report in terms of the order dated 22.01.2026. The same is also taken on record.
4. Today, learned counsel for respondent no.1, Mr. Akshat Mittal, appeared and submitted that subsequent to the last date of hearing, the Director, Town and Country Planning Department has approved the building plans vide letter dated 13.03.2026. He further submitted that in compliance of

para 11(v) of the order dated 22.01.2026, Shri Babit Bajaj has been designated as the authorised point of contact for grievances of allottees till any further change, and the corresponding Board Resolution has already been placed on record. Learned counsel further submitted that the issue regarding accommodation of allottees of Tower A4 and towers other than A4 already stands addressed in the amended MOU dated 06.01.2026 executed between the parties. He submitted that the MOU was entered into after deliberations with all stakeholders and contains binding terms governing settlement between the complainant association and respondent no.1.

5. Referring to Clause (K) of the MOU, learned counsel submitted that the allottees of Tower A4 are to be handed over possession of their respective units in Tower A4 upon completion of construction on the same terms and conditions as applicable to allottees of the existing four towers without any additional financial burden except statutory dues and charges payable in ordinary course. He further referred to Clause (P) of the MOU to submit that the present arrangement and proceedings apply to the four towers as well as the allottees of Tower A4. He further submitted that no allottee of Tower A4 has approached respondent no.1 or the association seeking shifting or accommodation in any other tower. The disputes inter se the parties substantially stand settled in terms of the MOU and requested that

the matter may either be disposed of or adjourned for monitoring of compliance.

6. On the other hand, representatives of the complainant association submitted that a resolution dated 01.03.2026 has been passed authorising Lt. Gen. DDS Sandhu (Retd.), President of the association, to appear, sign, file affidavits and pursue proceedings before this Authority on behalf of the association. It was further submitted that proceedings pending before the District Registrar, Firms & Societies, Panchkula have already been dismissed vide order dated 28.04.2026 and a copy thereof has been placed on record. It was clarified that no additional money was demanded from Tower A4 allottees for shifting to Tower A1. That only ₹2 lakh each was taken as seed money from five allottees of Tower A4 and details thereof have already been disclosed in the compliance report. The association further submitted that no allottee of Tower A4 had approached the association seeking transfer or shifting from Tower A4 to Tower A1.
7. The association also relied upon the MOU approved during the EOGBM dated 02.11.2025 and submitted that allottees of Tower A4 would continue to receive possession in Tower A4 upon completion of construction without any additional financial burden except statutory dues and applicable charges. That the construction and completion work shall proceed in terms of the directions already issued by the Authority.

8. During the course of hearing, Advocate Dipanshu Phogat appeared on behalf of one allottee namely Ms. Tripta Sharma and submitted that the allottees of Tower A4 have not been informed regarding the timeline or construction schedule of Tower A4. He further submitted that substantial payments have already been made by his client and an appropriate application detailing the payments made shall be filed before the Authority.
9. In response thereto, the President of the complainant association submitted that the association has no objection if allottees of Tower A4 are accommodated in one of the four towers. He also confirmed that Ms. Tripta Sharma is a member of the association, however, according to the association no amount has been paid by her towards such accommodation.
10. Further, Advocate Mandeep appeared on behalf of one of the ex-partners namely Mr. Virender Gandhi who has also filed an intervenor application on 12.05.2026. During the hearing, he submitted that respondent no.1 has concealed material facts regarding financial liabilities attached to the project. He submitted that Mr. Virender Gandhi, who was earlier a partner in the erstwhile partnership firm, had retired in the year 2013 and disputes relating to retirement dues culminated into an arbitral award in his favour. He further submitted that despite subsequent settlement/MOU between the parties, the liabilities remain unpaid and are allegedly secured against certain flats in Towers A1 and B1. Learned counsel further submitted that unless these liabilities are disclosed and clarified, difficulties may arise at a

later stage in implementation of any final arrangement concerning the project and the interests of stakeholders.

11. With regard to the said intervenor application, Authority observes that an intervenor application is an application filed by a person or entity who is not originally a party to a case, but who seeks permission from the court or tribunal to participate in the proceedings because the outcome may directly or substantially affect their rights, interests, duties, or legal position. In simple terms, the intervenor says to the court "Although I was not originally made a party, the decision in this case will affect me, therefore I should be heard before any order is passed."

The leading decision in this context is that of *Mumbai International Airport Pvt. Ltd. v. Regency Convention Centre & Hotels Pvt. Ltd.*, (2010) 7 SCC 417, where the Hon'ble Supreme Court explained the distinction between necessary and proper parties and the principles governing impleadment of intervenors. Similarly, in *Vidur Impex and Traders Pvt. Ltd. v. Tosh Apartments Pvt. Ltd.*, (2012) 8 SCC 384, the Hon'ble Supreme Court held that a person seeking impleadment or intervention must show a direct legal interest and not merely a commercial or indirect concern.

Based upon these judgments Courts generally examine three questions before allowing intervention:

- i. Whether the applicant has a direct and substantial interest in the subject matter.
- ii. Whether the existing parties adequately represent that interest.
- iii. Whether intervention would assist proper adjudication rather than unnecessarily delay proceedings.

12. The Authority observes from the facts given by the aforementioned counsel that the person Mr Gandhi, relinquished his partnership as far back in 2013. The final agreement between him and the respondent no 1 is the MOU that is stated to have been signed between this former partner and the respondent no 1. From the above, it is clear that Mr. Gandhi allegedly seeks to get the specific performance of the MOU done. Since this so called MOU is a contract between the two parties, RERA Authority does not have any role in it. Further, the real clinching fact here is that the onus to prove the need for this party as an intervenor is to be proved by the Ld counsel for Mr. Gandhi. Instead of discharging its onus, Ld counsel seeks from the Authority to obtain information from respondent no.1 whether any flats have been earmarked for Mr. Gandhi. If indeed, some flats were earmarked for him as per any agreement, he should have knowledge of the same. However, he only wants to use this Authority to seek such information from the respondent. It is very clear from the above that the applicant cannot assist this Authority in the discharge of substantial justice. Rather,

he only seeks to delay proceedings. He hasn't demonstrated any direct legal interest. Therefore, the same is rejected.

13. Authority has heard learned counsels for the parties, representatives of the association and perused the material placed on record. Authority observes that the consistent endeavour of the Authority has been to ensure lawful and effective completion of the project while simultaneously safeguarding the interests of allottees.
14. Authority further observes that despite the previous directions issued vide order dated 24.07.2019 as well as the last order dated 22.01.2026, no concrete exercise has yet been undertaken by respondent no.1 for identifying and communicating with allottees of Tower A4 and similarly situated allottees who may seek accommodation in the towers proposed to be completed first. The Authority is of the considered view that allottees who had made payments pursuant to allotments made earlier cannot be left in uncertainty. Proper communication and transparency are essential so that all eligible allottees may exercise their rights in accordance with the earlier directions of the Authority vide its order dated 24.07.2019 and the terms of the MOU.
15. In view of the foregoing, respondent no.1 is directed to issue appropriate communication to allottees of Tower A4 and other similarly situated allottees informing them of their rights and available options in terms of the previous orders of the Authority and the MOU. Such communication shall



clearly specify the manner in which any eligible allottee may seek accommodation, subject to production of proper allotment documents and proof of payments. It is clarified that in cases where no allotment letter exists or no payment has been made by the concerned allottee, respondent no.1 shall not be under any obligation to provide accommodation.

16. The aforesaid communication exercise shall be completed on or before 10.06.2026. Proof of such communication along with the response received from the concerned allottees and the outcome thereof shall be filed before the registry of this Authority before the next date of hearing.
17. In view of the above observations and directions, the cases are adjourned to 01.10.2026 for further compliance and consideration.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]