



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 954 OF 2023

Asif Anwar Abbasi & Kahkashan Abasi

....COMPLAINANTS

VERSUS

1. M/s Ferrous Infrastructure Pvt. Ltd.

2. M/s Newstone Realdevelopers Pvt Ltd.

....RESPONDENT

CORAM: Parneet Singh Sachdev
Nadim Akhtar
Dr. Geeta Rathee Singh
Chander Shekhar

Chairman
Member
Member
Member

Date of Hearing: 19.02.2026

Hearing: 9th

Present: - Ms. Megha Karnwal, counsel for the complainant through VC.
None for respondent no. 1
Ms. Ncha, proxy counsel for Adv. Hemant Saini for respondent no. 2
through VC.

ORDER (PARNEET S SACHDEV - CHAIRMAN)

1. Vide last order dated 16.10.2025, Authority observed as follows:

“Further, It is pertinent to note that The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been structured to be summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner.

In view thereof, parties are given last opportunity to comply with previous orders. No further opportunities will be given to either party and the case will be decided on merits based on material on record”.

2. Learned counsel appearing on behalf of respondent no. 2 sought short accommodation for filing reply. The request is rejected. It is observed that sufficient opportunities have already been granted to respondent no. 2 to file its reply. Vide order dated 16.10.2025, a final opportunity was specifically granted to respondent no. 2 to file reply within the stipulated time. Despite clear directions, the respondent has failed to comply.
3. The Real Estate (Regulation and Development) Act, 2016 is a beneficial legislation enacted with the object of ensuring transparency, accountability,



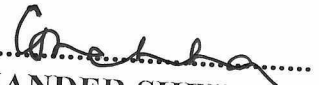
and speedy adjudication of disputes relating to real estate projects. The proceedings before this Authority are summary in nature to ensure expeditious redressal of grievances of allottees and other stakeholders. Such expeditious disposal is possible only when parties adhere to the timelines fixed by the Authority and file their pleadings within the prescribed period.

4. In view of the continued non-compliance and keeping in consideration the summary procedure contemplated under the Act, this Authority deems it appropriate to strike off the defence of respondent no. 2. Accordingly, the present complaint shall proceed ex parte against respondent No. 2 and shall be decided on the basis of the material available on record.
5. Learned counsel for the complainant submitted that on the last two dates of hearing also, respondent No. 2 failed to file reply. She submitted that the complainant had booked the flat in the year 2008; the allotment letter was issued in 2009; and the Buyer's Agreement (BBA) was executed in 2010. As per the terms of the agreement, possession was to be delivered within 36 months from the date of execution of the agreement. However, no possession has been offered till date. Instead, another allotment letter and a second BBA for the same unit were issued in 2015, again stipulating delivery of possession within 36 months from the date of execution of that agreement, which has also not been complied with.

6. She further submitted that respondent no. 1 has transferred/sold the project to Newstone Developers, i.e., respondent no. 2. Learned counsel referred to Clause 13 of the first agreement (page no. 32 of the complaint), which provides that the Company shall, under normal conditions, complete construction of the tower in which the premises is situated within three years from the start of construction or execution of the agreement, whichever is later, subject to permissible additions, alterations, and modifications. She contended that no force majeure circumstances have been established by the respondents and the delay is solely attributable to them. Reliance was also placed on Clause 13 of the subsequent agreement (page no. 59 of the complaint).
7. Learned counsel further submitted that the complainant is seeking refund of the deposited amount. The payment receipts are annexed at pages 143 to 147 of the complaint file and the account statement is annexed from page 78 onwards. She also stated that a loan has been availed against the subject property, which remains outstanding.
8. After hearing the submissions of learned counsel for the complainant and upon perusal of the record, the Authority directs the complainant to place on record, on or before 10.07.2026, the foreclosure statement issued by the concerned bank, complete details of the outstanding loan amount along with accrued interest, and a duly certified statement from the bank specifying the

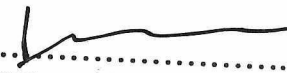
exact amount presently payable against the subject property, so as to enable the Authority to appropriately apportion the amount and pass necessary directions regarding its disbursement.

9. Case is adjourned to 23.07.2026.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]