BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: August31,2026

(1) Appeal No. 552 of 2026

Janak Kumar Mehta and Vinay Mehta
Both R/o D-20, Deerwood Chase, Nirvana Country, South City-II, Gurgaon-122018.

Appellants

Versus

1. M/s Parsvnath Developers Ltd. having Regd. Office at: Parsvnath Tower, Near Shahdara Metro Station, Shahdara, East Delhi, Delhi-110032.

2. Titan Infracon LLP having Regd. Office at: N-8, Unit No.2, Basement, Near Panchsheel Park, South Delhi, New Delhi- 110017.

Respondents

(2) Appeal no. 553 of 2026

Sheila Mehta and Vinay Mehta
Both R/oD-20, Deerwood Chase, Nirvana Country, South City-II, Gurgaon-122018.

Appellants

Versus

1. M/s Parsvnath Developers Ltd. having Regd. Office at: Parsvnath Tower, Near Shahdara Metro Station, Shahdara, East Delhi, Delhi-110032.

2. Titan Infracon LLP having Regd. Office at: N-8, Unit No.2, Basement, Near Panchsheel Park, South Delhi, New Delhi- 110017.

Respondents

Coram:

Justice Rajan Gupta **Chairman**
Dr. Virender Parshad **Member (Judicial)**

Present: Mr. Shubhnit Hans, Advocate, and
Mr. Anjanpreet Singh, Advocate,
for the appellants.

ORDER:

RAJAN GUPTA, CHAIRMAN

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 552 of 2026.

2. Present appeal is directed against order dated 16.12.2025 passed by Authority[1] at Gurugram.Operative part thereof reads as under:

> *"27. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking handover of the possession, assured return and delay possession charges, is not maintainable firstly, after such a long period of time as the law is not meant for those who are dormant over their rights. Secondly, the Authority only adjudicate the matters which are undisputed in nature and thirdly, the complainant does not fall under the definition of Allottee. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any justifiable cause.*
> *28. In view of the above, the complaint is not maintainable and is hereby dismissed with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law."*

3. Factual matrix of the case is that the respondents launched a commercial real estate project under the name "IT Park Colony", an IT complex over land measuring about 6.45 acres in Sector-48, Gurugram. The appellantsentered into a Memorandum of Understanding dated 29.09.2006 for a space measuring 1000 sq. ft. in the said project, against a total sale consideration of Rs. 15,00,000/-, out of which, a sum of Rs. 13,50,000/- was paid to the respondent-promoters. The MoU contained an assured return / investment return clause, whereunder, the promoters undertook to pay assured returns at specified rates. It is not in dispute that no allotment letter specifying any particular unit was issued and no Builder-Buyer Agreementwas ever executed. Alleging failure of the respondents to execute BBA, to hand over possession and to pay assured return and delay

[1]Haryana Real Estate Regulatory Authority, Gurugram.

possession charges despite lapse of about 18 years from the MoU, the appellants/complainants approached the Authority by filing complaint in the year 2024.

4. The respondent-promoter contended before the Authority that the MoU in question related to a proposed future unit without identification of any specific unit and, therefore, did not confer upon the complainants the status of allottees within the meaning of Section 2(d) of the Act. It was contended that the complainants were investors under an assured-return arrangement; that they had already enjoyed assured returns for three yearsand that after having remained dormant for nearly 18 years, they could not invoke the regulatory jurisdiction of the Authority under the Act to revive a stale and time-barred claim which, in any case, lay outside the scope of the Act.

5. After considering rival contentions of the parties, the Authority disposed of the complaint vide the impugned order, operative part whereof has been reproduced in para 2 of this order.

6. Aggrieved by the impugned order, the appellant-allotteeshave preferred the instant appeal before this Tribunal. In essence, the grievance of the appellants is that the Authority erred in holding that the complaints were not maintainable and in concluding that the appellants do not fall within the definition of an “allottee”, despite the admitted MoU dated 29.09.2006 and substantial payment of Rs. 13,50,000/- towards the agreed sale consideration. It is urged that reasonable time for delivery of possession in a builder–allottee arrangement is three years and, therefore, the cause of action continued so long as possession was not handed over, and that the Authority ought to have directed execution of the buyer’s agreement, payment of pending assured return, handover of possession and delay possession charges instead of non-suiting the appellants on the ground of delay and want of a formal allotment letter.

7. We have heard the learned counsel for the parties and carefully examined the record of the case.

8. From the undisputed material on record, it emerges that the relationship between the parties originated from the MoU dated 29.09.2006, which neither mentions any unit number nor any particular tower or floor. Further no allotment letter was issued and the builder–buyer agreement has never been executed in favour of the appellants. The MoU itself is styled as an investment/assured return arrangement, envisaging payment of substantial consideration upfront with a commitment by the promoters to pay assured returns at specified rates till the date of offer of possession, but without crystallising the essential term of identification of a definite unit or stipulating a clear possession schedule. In such circumstances and in the absence of any allotment letter or agreement for sale, the Authority has rightly observed that no concluded contract for sale of any specific unit came into existence between the parties.

9. Section 2(d) of the Act defines an “allottee” as a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. The material on record clearly indicates that no allotment of any specific unit has ever been made in favour of the appellants and that the MoU, by itself, cannot be treatedas allotment in the absence of identification of the unit and execution of an agreement for sale.

10. In view of the foregoing discussion, we are of the considered opinion that the Authority has correctly held the complaints to be not maintainable on the twin grounds that the appellants are not “allottees” within the meaning of Section 2(d) of the Act and that, in any event, the complaints, filed after an unexplained inordinate delay of nearly 18 years, suffer from huge delay and laches. No perversity or illegality is made out in the impugned order warranting interference by this Tribunal, and the reasons recorded by the Authority, including the operative directions

reproduced in para 2 above, merit affirmation. Consequently, both Appeal No. 552 of 2026 and Appeal No. 553 of 2026, arising out of the common impugned order, are liable to be dismissed. Ordered accordingly.

11. Copy of this order be sent to the parties/their counsel and the Authority.

12. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

August 31 ,2026
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