

**BEFORE SHRI ARUNVIR VASHISTA, MEMBER  
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB  
PLOT NO.3, BLOCK-B, FIRST FLOOR, SECTOR 18A,  
MADHYA MARG, CHANDIGARH.**

Complaint No. GC No.0592 of 2022

Date of Institution: 14.12.2022

**Dated of Decision: 05.08.2025**

Nitin Sharma # 1415, Ranjit Vihar, near Nirmal Gas Agency,  
Amritsar, Punjab Pin Code 143008

...Complainant

Versus

M/s DSK Realtors Pvt. Ltd., E-11, Ranjit Avenue, Amritsar, Punjab  
Pin Code 143008

...Respondent

Complaint under Section 31 of the Real Estate  
(Regulation and Development) Act 2016.

Present: Advocates Mohd. Sartaj Khan, M Shahnawaz Khan,  
Mukim Ahmed and Ravneet Kaur representatives for the  
complainant  
Advocate Ashok Kumar Arora representative for the  
respondent

**ORDER**

The present complaint has been filed by complainant  
under Section 31 of the Real Estate (Regulation and Development)  
Act, 2016 (hereinafter referred to as the Act) against the respondent  
promoter seeking possession of three plots i.e. plot no.519, 520 and  
567 in the project 'Aero City' situated at Amritsar, Punjab.

2. The gist of the complaint is that on 20.07.2021  
complainant booked three plots i.e. plot no.519, 520 and 567 in the  
project 'Aero City' situated at Amritsar for a total sale consideration  
of Rs.48,90,705/- after paying booking amount of Rs.6 lacs (i.e. Rs.2

lacs for each plot). The entire sale consideration was paid by the complainant to the respondent in the year 2021 itself through different cheques Annexure C-1 (Colly). Earlier the rate of the plot was Rs.14500/- per sq. yard which was later reduced to Rs.10,000/- per sq. yard. On 28.04.2022, wife of the complainant received a whats app message on her mobile phone regarding cancellation of expression of interest in respect of all three plots booked by the complainant with the respondent. However, on the insistence of the respondent's executive Satnam Singh, complainant made additional payments to the respondent on 05.05.2022 in order to confirm the booking of the plots. The respondent company till date had never sent any cancellation letter concerning any plot to the complainant. Despite making more than the required 10% payment, the respondent neither issued any allotment letters nor executed any buyer's agreement. Hence, the present complaint.

3. Upon notice respondent company put in appearance and contested the complaint by taking preliminary objections regarding maintainability of the complaint and concealment of facts. On merits booking of the plots in question by the complainant with the respondent company was vehemently denied and it was further submitted that no plot was ever allotted to the complainant. The present complaint filed by the complainant was an act of fraud and forgery played by him alongwith his wife namely Megha Maheshwari, who was working as a Senior Manager, Sales and Marketing in the respondent's company. But her services were terminated vide termination letter dated 24.11.2022. While working as a Senior Sales



Manager in the respondent's company she was having access to all the documents i.e. application form, agreement to sell and allotment letter. She alongwith her husband i.e. complainant forged the alleged application form and filled in the name of complainant. Thus, the complaint was based on false, frivolous and forged documents annexed by the complainant with the complaint. It was further submitted that wife of the complainant deposited an amount of Rs.6 lacs only with the respondent company against three plots at the time of expression of interest. No plot number was ever issued to the complainant or his wife. After the deposit of Rs.6 lacs, the wife of the complainant failed to deposit the requisite documents and earnest money even after issuance of several reminders to her in that regard and finally left with no alternative, a letter dated 28.04.2022 was issued to her regarding cancellation of expression of interest. Thereafter, she at her own without the knowledge of the company had transferred certain amounts in the bank account of the company but the entire amount was refunded to her through NEFT on 08.02.2023. Till date neither any application form was submitted by her nor any letter was ever issued by the respondent company either in her name or in the name of her husband Nitin Sharma. Moreover, except the aforesaid amount of Rs.9,52,860/- no cash amount was ever received by the company from the complainant or his wife. Even as per the terms and conditions duly mentioned in the application form the company had the right to deduct the earnest money received from the intended vendee in case of non-payment of the remaining amount. The respondent company had already

refunded the entire amount received from the wife of the complainant she being its ex-employee. All other allegations made in the complaint have also been denied being wrong. It was then prayed for dismissal of the complaint.

4. Complainant filed rejoinder, wherein the averments of the respondents in their written reply were denied and those of the complaints were reiterated.

5. While arguing on behalf of the complainant it was contended by his learned counsel that complainant got booked three plots on 20.07.2021 having a total area of 953.49 Sq. Yards for a total consideration of Rs.48,90,705/-. Despite having received more than 10% of the requisite payment respondent neither issued allotment letters nor had executed buyer's/sale agreement. His multiple requests made to respondent in that regard remained unanswered. In this manner, respondent had violated the provisions of the Act by receiving more than 10% of the sale price at the time of booking apart from violations and contraventions made with regard to Section 13(1), 11(3) and Section 19 of the Act by not issuing allotment letter, executing an agreement and non-disclosure of the project date respectively. There was also non-compliance of the orders passed by the Authority u/Ss 34 and 37 of the Act. Not only this, promoter also indulged in discriminatory and unfair trade practices by accepting unaccounted cash payment and by cancelling the allotment arbitrarily. The complainant had paid Rs.52,43,565/- in total with Rs.9,52,860/- through cheques and rest in cash on different dates. Whereas Rs.9,52,860/- were unilaterally and forcibly



refunded by the respondent through different transactions after the present complaint was filed and the matter was subjudice. The defence that has been resorted to by the respondent contending that since wife of the complainant was respondent's employee all those documents and application forms have been forged and fabricated by her, she being in the service of the respondent was an afterthought and made-up story and in order to avoid liability on account of booking done of the plots.

6. While opposing the above contentions it was vehemently contended on behalf of the respondent that the complaint filed by the complainant was an act of fraud and forgery played by him alongwith his wife namely Megha Maheshwari, who was working as a Senior Manager, Sales and Marketing in the respondent's company. He further argued that wife of the complainant while working as a Senior Sales Manager in the respondent's company was having an access to the documents and she alongwith her husband i.e. complainant forged the alleged application form and filled in the name of complainant. It was further contended that wife of the complainant deposited an amount of Rs.6 lacs only with the respondent company against three plots at the time of expression of interest. No plot number was ever issued to the complainant or his wife. After the deposit of Rs.6 lacs, the wife of the complainant failed to deposit the requisite documents and earnest money even after issuance of several reminders to her in that regard and finally left with no alternative, a letter dated 28.04.2022 was issued to her regarding cancellation of expression of interest. Thereafter, she at her own

without the knowledge of the company had transferred certain amounts in the bank account of the company but the entire amount was refunded to her through NEFT on 08.02.2023. Till date neither any application form was submitted by her nor any letter was ever issued by the respondent company either in her name or in the name of her husband Nitin Sharma. Moreover, except the aforesaid amount of Rs.9,52,860/- no cash amount was ever received by the company from the complainant or his wife. The respondent company had already refunded the entire amount received from the wife of the complainant she being its ex-employee. His complaint is therefore liable to be dismissed with heavy cost.

7. Both the parties have been heard patiently through their authorized representatives/ counsel and all their submissions and contentions have been examined and considered.

8. The present complaint has been filed by the complainant u/S 31 of the RERD Act, which speaks as under:

(1) "Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against the promoter, allottee or real estate agent, as the case may be."

9. From the reading of above, it is clear that in order to invoke the jurisdiction of this Authority complainant is not only to show himself to be an aggrieved person but is supposed to prove himself as an aggrieved person being an allottee and that there



existed relationship of allottee and promoter between him and respondent. Unless the said relationship is shown to be there between them there could be no question that may arise of any violation or contravention of the provisions of the Act or the rules and regulations made thereunder. Admittedly, there was no written agreement or proof in writing of any sort of agreement with regard to allotment done in favour of complainant what to talk of an agreement for the sale of plots since those are ofcourse the reliefs being asked for by the complainant. So much so, there is no valid document showing the booking done of the plots except the fact that Rs.9,52,860/- were transferred to the promoter's account on different occasions those being claimed to be the booking amount received by promoter. The application forms allegedly filled up or executed at the time of booking that have been placed on record are not legally admissible proofs since were not signed by the respondent and were bearing signatures only of the complainant. These produced documents have even been claimed to be forged by the wife of complainant who was working with the promoter's company as senior Sales Manager. No doubt that an agreement/ contract between the parties could be in an oral form as well and legally not needed to be in writing but the authenticity and genuineness of that certainly raised some intricate questions of facts and law giving rise to rights and liabilities of theirs on that account that requires adjudication by the Civil Court. But in the case in hand although complainant claims himself to be an aggrieved person but is not able to prove himself to be an aggrieved person as an allottee. The word

'allottee' has been defined as a person to whom a plot, apartment or building has been allotted or sold in relation to a real estate project, as the case may be as per Section 2(d) and the complainant in his complaint itself clearly avers that despite making several requests respondent has neither made the allotment nor had executed buyer's agreement till date. Thus, proof of complainant being an aggrieved allottee is highly lacking which in the present case is the first thing he is to show in order to invoke the jurisdiction of this Authority. Mere payment of some amount in the account of promoter does not establish the nature of relationship and the fact of some agreement being there between the parties specially in view of the allegations and counter allegations of fraud and forgery against each other. Moreover, since the fact and defence submission made on the part of respondent that wife of the complainant was in service as an employee dealing with the sales of the company have not been disputed or denied, it gives rise to the questions about genuineness and authenticity of the documents that have been brought on record by the complainant in support of his case regarding booking of the plots in the promoter's project. The present complaint filed by the complainant is bound to fail on account of there being inadequate and lack of cogent proof with regard to he being an aggrieved person as an allottee vis-à-vis respondent promoter.

10. Although complainant fulfils the condition of being an aggrieved person claiming himself to be so to file complaint before this Authority u/S 31 of the Act yet his claim of being an aggrieved person is based on the assertion that he is an "allottee". It means



that he is making an attempt to enforce his rights as an allottee under Chapter-IV of the Act. As such in order to enforce those rights he is to first show or prove himself to be an "allottee". After he proves him to be so, the jurisdiction of this Authority could be invoked to intervene to enforce his that right as an "allottee". And only then complainant could be in a position to show it to the authority that there was a violation and contravention of any provision of the Act, rule or regulation made thereunder by the promoter. But there is no cogent document or proof brought on record by him in order to show him to be so having the status of an 'allottee' even what to talk of there being a relationship of allottee and promoter between them. There is no written agreement between him and promoter. This Authority therefore finds itself unable to intervene by exercising its jurisdiction over the matter so far as enforcement of his rights as an "allottee" are concerned. As such on that account his complaint is found to be not maintainable so far as the question of enforcement of his rights as an "allottee" are concerned as provided under Chapter IV of the Act. In view of this the present complaint is accordingly dismissed. It is felt to be needless to make a mention here that this decision of the Authority is not going to act as a bar to any other remedy available to parties before any other Forum including the Civil Court seeking redressal of their grievance.

11. Before parting with this order, as was noticed one thing is more or less shown to be there that respondent has sold the plot in question despite a restraint order being there passed by the Authority. As such proceedings under Chapter VIII for non-

compliance of direction/ order of the Authority u/S 63 RERD Act are liable to be initiated against the promoters/ respondents. Registry is accordingly directed to initiate separate proceedings against the respondents/ promoters for violation of Section 63 of the Act. File be consigned to the record room after necessary compliance as per rules.



**Announced: 05.08.2025**

**(Arunvir Vashista),  
Member, RERA, Punjab.**