

CWP-24591-2024

2025:PHHC:019155-DB



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(120)

CWP-24591-2024

Date of Decision: 30.01.2025

M/S RAMPRASTHA DEVELOPERS PVT LTD AND ORS

...Petitioners

Versus

STATE OF HARYANA AND ORS

...Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE VIKAS SURI**

Present:- Mr. Anand Chhibbar, Sr. Advocate with
Mr. Sahej Mahajan, Advocate
Mr. Vaibhav Sahne, Advocate
Mr. Utkarsh Khatana, Advocate for the petitioners.

Mr. Ankur Mittal, Addl. A.G. Haryana
Mr. Saurabh Mago, D.A.G., Haryana.

Mr. Puneet Bali, Sr. Advocate with
Ms. Bhagyashri Setia, Advocate
for the respondent(s) No.2 & 3.

Mr. Pravindra Singh Chauhan, A.G. Haryana
Mr. Ankur Mittal, Advocate
Mr. Sandeep Chhabra, Advocate
Ms. Kushaldeep Kaur, Advocate
Ms. Saanvi Singla, Advocate for the respondent(s)-RERA.

SURESHWAR THAKUR, J. (Oral)

1. The instant writ petition has been directed against the passing of the impugned order (Annexure P-1). Annexure P-1 is a decision recorded on 26.07.2024, thus by the Haryana Real Estate Regulatory Authority, Gurugram. The decision supra was made on various complaints which became instituted at the instance of Yuvraj Arora and Vivek Arora, rather



against the present petitioners. All the complaints were decided through a common judgment(s) as becomes embodied in (Annexure P-1).

OBJECTIONS OF THE RESPONDENTS THAT THE INSTANT WRIT PETITION IS NOT MAINTAINABLE AS THE PRESENT PETITIONERS HAVE AN ALTERNATIVE REMEDY.

2. At the outset, the learned counsel appearing for the respondent has vigorously contended, that since the impugned annexure is appealable through a statutory appeal becoming made, thereagainst before the authority contemplated under Section 43(5) of the Real Estate (Regulation and Development) Act of 2016 (hereinafter referred to as RERA Act), provisions whereof becomes extracted hereinafter:-

43. Establishment of Real Estate Appellate Tribunal.

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“(5) Any person aggrieved by any direction or decision or order made by the Authority or by an adjudicating officer under this Act may prefer an appeal before the Appellate Tribunal having jurisdiction over the matter:

Provided that where a promoter files an appeal with the Appellate Tribunal, it shall not be entertained, without the promoter first having deposited with the Appellate Tribunal atleast thirty per cent. of the penalty, or such higher percentage as may be determined by the Appellate Tribunal, or the total amount to be paid to the allottee including interest and compensation imposed on him, if any, or with both, as the case may be, before the said appeal is heard.

3. As such, the counsel for the respondents vigorously contends that therebys the instant writ petition is required to be declared as

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mis-constituted. Moreover, the counsel for the respondents also contends that therebys the instant challenge as becomes cast to Annexure P-1 but is required to be the rejected at the very threshold.

4. However, the learned counsel appearing for the petitioners, has vigorously argued before this Court, that the impugned decision is ridden with a jurisdictional defect, inasmuch as, the Real Estate Regulatory Authority, Gurugram (hereinafter referred to as 'RERA'), rather has proceeded to assume jurisdiction over complaint(s), rather whereovers no valid jurisdiction was so assumable. Consequently he has argued that the impugned annexure is ridden with the vice of coram non iudice.

5. The reasons which he so advances are inter alia i) no licence becoming granted to the present petitioners in terms of Section 3 of the RERA Act, whereas, the makings of the registration of the subject project rather was a pre-requisite mandatory requirement, thus for the subject project becoming covered within the ambit of the RERA Act.

ii) Annexure P-3 contents whereof becomes extracted hereinafter,

*“Ramprastha Developers Pvt. Ltd.
Rgd. Office: Shop No. 10, C-Block Market, Vasant Vihar, New
Delhi.*

Receipt No. 671

Dated 23/08/06

*RECEIVED with thanks from M/s / Ms. / Mr. Yuvraj Arora &
Vivek Arora.*

R/o INR International E47/6 okhala Ind. Area Phase II Delhi.

*A sum of Rs.24937500 (Rupees Two Crore Forty Nine Lacs
thirty Five Thousand Five Hundred Only).*

Vide cheque(s) No.409900, 717917, 790502. Dated 28/06/06.

Drawn on Karur Vyasa Bank.

*Against your request for tentative Registration of 250 X 26 =
6500 Sq. Yds plot in our future potential projects.”*



When but becomes confined to the receipts of payments, vis-à-vis certain specific projects and when they do not cover the instant project. Resultantly, it is argued that the supra extracted contents of Annexure P-3 also do not leverage right, if any, in the present petitioners to avail the remedy under the RERA Act.

6. For determining the force of the supra submissions, it is deemed imperative to extract the provisions as become carried in Section 3 of RERA Act, the said provisions become extracted hereinafter:-

“Section 3: Prior registration of real estate project with Real Estate Regulatory Authority.

(1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.

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(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required-

(a) where the area of land proposed to be developed does not exceed five hundred square meters or the number of apartments proposed to be developed does not exceed eight inclusive of all phases:

Provided that, if the appropriate Government considers it necessary, it may, reduce the threshold below five hundred square meters or eight apartments, as the case may be, inclusive of all phases, for exemption from registration under this Act;

(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;

(c) for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project.”

7. For the reasons to be assigned hereinafter, the (supra) addressed submissions before this Court are rejected primarily, for the reason (1) that even if assumingly, the present petitioners were not granted a licence in terms of Section 3 of the RERA Act (supra), provisions whereof become extracted hereinabove. However, the non issuance of the relevant/apposite licence to the present petitioners, yet does not yet restrict the right of the home buyers, to access the remedy as contemplated under the instant specific statute, i.e. the RERA Act.

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8. The reason for stating so emanates from the factum, that though the provisions embodied in sub-Section 1 of Section 3 of the RERA Act, though entail a statutory obligation vis-a-vis the promoter, rather against his advertising, marketing, booking, selling or offering for sale, or inviting persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, thus without the promoter registering, the real estate project with the RERA Authorities.

9. Moreover, though the first proviso to sub-Section 1 of Section 3 of the RERA Act, though makes contemplations that vis-à-vis projects that are ongoing, on the date of commencement of this Act, and for which the completion certificate has not been issued, thereupon the promoter becomes enjoined to make an application to the Authority, for causing the registration of the said project but within a period of three months from the date of commencement of this Act.

10. In addition the second proviso which occurs under sub-Section 1 of Section 3 of the RERA Act, further makes speakings to the extent, that it casts a statutory obligation upon the competent authority, to if it in its profound wisdom it deems it necessary, but in the interest of allottees, to qua such projects, which are developed beyond the planning area, but with the requisite permission of the local authority, thus to make a direction upon the promoter of such a project, to register the same with the authority, whereupon the provision of the said provision or the rules and regulations made

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thereunders become further declared to apply to such projects from the date of registration.

11. Consequently, though in terms of the second proviso to sub-Section 1 of Section 3 of the RERA Act, thus irrespective of the promoter rather omitting to thus with the RERA Authorities, but cause the apposite registration. Yet, when a statutory obligation becomes encumbered upon the authority, to in the interest of allottees, thus in respect of the apposite project(s), to yet, make a direction upon the promoter to ensure the registration of the relevant project with the authority concerned. Moreover, with the provisions as embodied in Section 59 (2) of the RERA Act, provisions become extracted hereinafter, making contemplations vis-a-vis the necessity of imposition of punishment upon the violator concerned, upon his/her making evident violations vis-à-vis the provisions embodied in sub-Section 1 of Section 3 of the RERA Act or upon his failing to comply with the order as become issued by the competent authority in terms of the statutory contemplations, as made in the second proviso to Section 3, rather for a term which may extend to 3 years or with fine which makes extend upto a further 10% per centum of the estimated cost of the Real Estate Project or with both.

“Section 59:Punishment for non-registration under section 3.”

59. (1) If any promoter contravenes the provisions of section 3, he shall be liable to a penalty which may extend up to ten per cent. of the estimated cost of the real estate project as determined by the Authority.

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(2) If any promoter does not comply with the orders, decisions or directions issued under sub-section (1) or continues to violate the provisions of section 3, he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may extend up to a further ten per cent. of the estimated cost of the real estate project, or with both.”

12. Resultantly, on makings of combined and harmonious readings of statutory provisions supra, the conclusion therefrom, but is that, though prima facie there becomes an encumbered a statutory necessity, upon, a developer/promoter, to cause the apposite registration before his proceeding market, book, sell or offer for sale manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area. Moreover, the further ensuing inference therefrom, is that, there also is a statutory obligation cast upon the competent authority, to but in the interest of the allottees, yet in respect of the apposite projects developed beyond the planning area, but with the requisite permission of the local authority, thus make a direction upon the promoter to register the project with the competent authority, whereby the provisions of this Act and of the thereunder regulations are declared to become applicable qua such projects from the date of registration. Moreover, the further inference therefrom, is that, since the sanction behind the lack of compliance qua the order rendered in the terms of the second proviso to sub-Section 1 of Section 3 of RERA Act, thus also becomes embodied in Section 51 of RERA Act, whereby the appositely made order requires adherence thereto becoming made, rather thus to avoid the imposition of the supra punishments.



“51. Officers and other employees of Appellate Tribunal—(1)

The appropriate Government shall provide the Appellate Tribunal with such officers and employees as it may deem fit.

(2) The officers and employees of the Appellate Tribunal shall discharge their functions under the general superintendence of its Chairperson.

(3) The salary and allowances payable, to and the other terms and conditions of service of, the officers and employees of the Appellate Tribunal shall be such as may be prescribed.”

13. Consequently, though the learned counsel appearing for the petitioners, submits that when neither the provisions of sub-Section 1 of Section 3 of RERA Act supra, became complied with at the instance of the present petitioner(s) nor when in terms of the second proviso of sub-Section 1 of Section 3 of the RERA Act, the order ordained therein became made by the competent authority, whereas, only therebys, thus the provisions of sub-Section 2 of Section 59 of RERA Act would become galvanized, which however for the apposite omissions rather cannot become galvanised . Resultantly, therebys though there is prima facie some substance in the arguments raised today before this Court, by the learned counsel for the petitioners, that in the wake of respective non-issuance of the apposite licence, to the relevant project, besides, also for want of the provisions of the second proviso becoming activated, therebys there was no valid assumption of jurisdiction by the RERA authority vis-a-vis the instant complaints.

14. In other words, for the above omissions or for the above wants, it is argued before this Court by the learned counsel for the petitioners, that the assumption of jurisdiction over the subject complaints, whereons, the

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impugned verdict became recorded rather was an ill assumed jurisdiction there overs and also therebys the impugned order is non-est.

15. Furthermore, though, the learned counsel for the respondents refers to page No.311 of the paper-book, wherein, there are speakings, that the present petitioners had sought renewal of licence No.128 of 2012 dated 28.12.2012 for setting up of Residential Plotted Colony, over an area measuring 105.402 acres falling in Sector-37C & 37D, Gurugram, Manesar Urban Complex, wherefroms also it is abundantly clear, that the supra licence became not issued within the ambit of the contemplation made in sub-Section 1 of Section 3 of the RERA Act. However, yet for the further reasons to be assigned hereinafter rather the non-compliances, if any, or the non-workabilities if any, vis-à-vis sub-Section 1 of Section 3 of RERA Act, or non-activation of the second proviso of sub-Section 1 of Section 3, rather carry no consequential ill effects, so to forbid the present respondents, to agitate their claim against the present petitioners, thus before the RERA.

16. The reason for so stating becomes inter alia founded upon the factum (I) that the present petitioners have made a rigid dependence both upon the provisions which occur in sub-Section 1 of Section 3 of RERA Act and also upon the provisions as become embodied in the second proviso thereof. Moreover, the counsel for the petitioners but has also remained unmindful vis-à-vis, the fact that the said provisions were to be also read alongwith the other corresponding provisions which occur in the RERA Act.

17. Therefore, all the hereafter alluded to provisions, as occur the RERA Act, are to be also read harmoniously alongwith the supra provisions, whereupon thus, for the further reasons to be assigned hereafter, rather the

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arguments addressed before this Court by the learned counsel for the petitioner, become rendered infirm and as such deserve becoming rejected. The said provisions are the ones which occur in Section 31 of the RERA Act, provisions whereof become extracted hereinafter.

“31. Filing of complaints with the Authority or the adjudicating officer:-

(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 any promoter, allottee or real estate agent, as the case may be.”

18. A reading of the hereinabove extracted provisions, as carried in Section 31 of the RERA Act, reveal that, there is a bestowment of a statutory right in any aggrieved person to file a complaint with the authority or before the adjudicating officer, thus relating to any violations or contraventions qua any provisions of the Act or of the rules and regulations made thereunder, and, the said statutory endowment is stated therein to be ably raisable against any promoter, allottee or Real Estate Agent, as the case may be. Resultantly, therebys, the issue relating to the exercising of able jurisdiction, upon, the apposite complaint rather becomes more pointedly underpinned, on the supra provisions relating to the adjudicatory capacity of the RERA, than vis-a-vis respective omissions being made to either sub-Section 1 to Section 3 of RERA Act or to the second proviso to sub-Section 1 of Section 3 of RERA Act.

19. The necessity of compliances being made vis-à-vis the provisions occurring in sub-Section 1 of the Section 3 of the RERA Act or

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vis-a-vis the provisions embodied in the second proviso to sub Section 1 of Section 3 of RERA Act, rather would be of immense consequential significance, but insofar as the instant case is concerned, the statute does not demand rigid compliances theretos, rather they but are to be read along with the Statutory vestment of adjudicatory competence in the RERA authorities. The reason for stating so, emanates from the factum, that the said provisions purportedly demanding absolute compliance, but do not underpin the issue relating to the vesting of adjudicatory competence in the RERA Authority. However, the apposite provision whereby becomes conferred the jurisdictional adjudicatory competence in the RERA authorities, rather is the one which become embodied in Section 31 of the RERA Act.

20. If so, in other words, the vesting of jurisdictional competence, in the RERA authority, is pinpointedly grooved upon the bestowment of a remedy to the aggrieved, thus through the statutory mandate enclosed in Section 31 of RERA Act, than upon, the necessity of compliances being made by the promoter, vis-a-vis the mandate which occurs in sub-Section 1 of the Section 3 of RERA Act. Moreover therebys wants if any of compliances rather even by the competent authority, vis-à-vis, the mandate enclosed in the second proviso to sub-Section 1 of Section 3 of RERA Act, thus is not the apposite statutory precursor rather for vesting the competent adjudicatory jurisdiction in the RERA Authorities.

21. Moreover, since the term ‘promoter’ as defined in Section 2 (zk) of the RERA Act, has been statutorily imparted an omnibus meaning whereby it covers “any person” who constructs or causes to be constructed, an independent building or a building consisting of apartments, or converts

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an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments, to other persons and includes his assignees. In sequel, therebys if the said plenitude of statutory meaning, thus becomes assigned to “promoter” besides, when the term Real Estate Project, has been defined to cover the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or buildings, as the case may be.

22. Resultantly, therebys the present respondent, qua whom the present petitioner uncontrovertedly issued Annexure P-3, contents whereof becomes extracted hereinbove, but becomes an allottee, inasmuch as, his falling within the ambit of the supra statutory meaning, as has been assigned to the coinage ‘allottee’ supra, besides when he would naturally through Annexure P-3, thus subsequent thereto hence acquire the therebys promised to him, thus allotment by sale, transfer or otherwise.

(zk) “promoter” means-

- (i) Forgatherig the definition of promoter it is obviously relevant to allude to the statutory definitions has become imparted to promoter who in the supra extracted provisions has been declared to bea person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*



(ii) *a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*

(iii) *any development authority or any other public body in respect of allottees of—*

(a) *buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or*

(b) *plots owned by such authority or body or placed at their disposal by the Government,*

for the purpose of selling all or some of the apartments or plots; or

(c) *Since the present petitioner has constructed or has caused to be constructed a building or independent building or apartments. Besides who has developed the subject lands in the project thus for the purpose of selling then to other persons which he has to the promise to be done to the making of Annexure P-3. Moreover, when the present petitioner is has acted himself as a builder, coloniser, contractor, developer, estate developer. In respect of the subject projects which are so constructed or vis-à-vis the subject plots which are so developed for sale which has instantly happened. Therefore, when the person petitioner falls within the ambit of promoter therebys with the said employed statutory definitions to respectively to the terms allottee and to the promoter. Thus leads to further influence that the present respondents ill acts of the promoter. Resultantly, when therebys to the presently aggrieved the respondents from the purported ill acts of the present petitioner whose the promoter of the subject projects as*



become aroused through the makings of Annexure P-3. In sequel when the present respondent on becoming aggrieved as such becomes empowered to within the ambit of Section 31 (2) filed a complaint before the RERA authorities against the present promoter who is the present petitioner. The vesting of jurisdictional competence to decide the present subject complaints is to be becomes rested on the provisions embodied in section specially when the said provisions then the provisions incorporated in sub-Section 1 of Section 3 of RERA Act.. All the provisions incorporate in the second proviso Section 3 thus a linchpin or the nerve center for vestment of competent adjudicatory jurisdictional competence in the RERA authority. Wherebys, the subject complaints are declared to be competently instituted before the RERA Authority.

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

(zm) "real estate agent"

means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his

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plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called;

23. Consequently, if the supra imparted statutory definitions, to the supra statutory words, are read alongwith the endowment of a statutory privilege vis-à-vis an aggrieved, from any violations, as become stated in Section 31 supra. As such when therebys any aggrieved, thus becomes bestowed with the right, to in the event of any promoter, allottee or real estate agent, as the case may be rather making violations vis-a-vis any of the statutory provisions. Resultantly, when the makings of such violations by supra vis-a-vis, thus any of the statutory provisions as occur in the RERA Act or qua any of the rules as become formulated thereunders, when thus confers a right in the home buyer(s) to agitate his grievance before the RERA Authority.

24. Consequently, since the gamut of the apposite jurisdictional provisions, relating to the conferment of competent adjudicatory jurisdiction, upon the RERA vis-a-vis the instant controversy, when but also naturally covers promoter(s), who irrefutably also is the present petitioner, as he has evidently in terms of the definition of 'promoter', offered through Annexure

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P-3 rather the subject project for sale to the prospective buyers. Resultantly, when on makings of plain and literal interpretation of the supra provisions, but manifests that therebys the competent adjudicatory jurisdiction vis-a-vis complaints, as received from any ill act of even a promoter, as the present petitioner, thus is, hence becomes conferred upon the RERA authorities. In sequel both the filing of the complaints and also in the makings of decision(s) thereons, thus neither suffers from any inherent jurisdictional defect nor the exercising of adjudicatory jurisdiction by the RERA authority, upon, the subject complaints, become ridden with the vice of coram non iudice nor also the exercising of writ jurisdiction by this Court, thus in the face of availability of remedy of appeal to the present petitioner, to therebys challenge Annexure P-1, thus is a well recoursed remedy.

25. Resultantly, also therebys the non registration of the subject project by the present petitioners with the RERA nor the passing of any order in terms of second proviso of sub-Section 1 of Section 3 of RERA Act, thus is completely meaningless nor therebys the complaints filed by the allottees concerned, can be argued to be not competently instituted complaints, thus by the aggrieved concerned, from the purported ill acts of the promoter, who is the present petitioner.

26. Furthermore, since Section 37 of the RERA Act, also confers a plenitude of jurisdiction upon the RERA authority to rather, for the purpose of discharging its function under the provisions of this Act or the rules or regulation thereunders, thus issue such directions as required from time to time vis-à-vis, promoters or allottees or real estate agents. Consequently, the supra plenitude of jurisdiction as envisaged in Section 37 of RERA Act

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when also covers promoters or allottees or real estate agents, therebys too, there was no requirement for the present petitioners as argued today before this Court, for theirs being registered with the RERA Authorities.

“37. Powers of Authority to issue directions.—The authority may, for the purpose of discharging its functions under the provisions of this Act or rules or regulations amde thereunder, issue such directions from time to time, to the promoters or allottees or real estate agents, as the case may be, as it may consider necessary and such directions shall be binding on all concerned.”

27. Though the learned counsel for the petitioners has vehemently argued before this Court, that the present respondent is not an allottee, since it becomes displayed by Annexure P-3, contents whereof also become extracted hereinabove, that he has only tendered money in respect of prospective projects, and when evidently no prospective project have ever been floated at the instance of the present petitioners, therebys at this stage, there was no activated cause of action vesting in the present petitioners. However, the said argument is also rudderless nor has any telling effect vis-à-vis the locus standi of the present respondent to institute the subject complaints. The reason being that, when within the ambit of the statutory meaning assigned to an ‘allottee’, wherebys becomes covered also potential as well as prospective allottees, vis-a-vis the prospective projects, therebys not only in respect of ongoing projects, but also in respect of projects to be launched in future, rather, at the instance of the present petitioners, that therebys the present respondent but became an allottee. Conspicuously, also when in terms of Annexure P-3, he became promised to be made, the

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allotments vis-a-vis projects to be undertaken in future, whereby also the present respondent was a person/allottee who would subsequently acquire the subject project through sale or transfer thereof being made in his favour.

28. In aftermath, this Court finds no merit in the submissions addressed before this Court by the Counsel for the petitioners, that the alternative remedy as available to the present petitioners, inasmuch, as its making an appeal against the impugned order, thus is not an efficacious remedy, as the jurisdiction assumed on the complaint was non-est or was coram non judice. Resultantly, the instant writ petition is dismissed.

29. In case, the petitioners statutory appeal is time barred, thereupon, on an application cast under Section 14 of the Limitation Act, becoming appended therewith, thereupon the appellate body, shall pass a well reasoned decision thereon and shall subsequently register the appeal whereafter a well reasoned decision shall be made thereon, but after hearing all the affected parties.

(SURESHWAR THAKUR)
JUDGE

(VIKAS SURI)
JUDGE

30.01.2025*mahima*

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No