



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

I. **Loon Land Development Ltd.** **CR-6206-2024 (O&M)**
.....PETITIONER
Vs.
SURAT SINGH AND OTHERS
..... RESPONDENTS

II. **SATBIR SINGH AND OTHERS** **CR-4977-2024 (O&M)**
.....PETITIONERS
Vs.
M/S LOON LAND DEVELOPMENT LTD.
..... RESPONDENT

III. **SURAT SINGH** **CR-6378-2024 (O&M)**
.....PETITIONER
Vs.
M/S LOON LAND DEVELOPMENT LTD.
..... RESPONDENTS

Reserved on: 10.02.2025
Pronounced on: 24.02.2025

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Argued by:- Mr. Ashish Chopra, Sr. Advocate, with
Mr. Varun Aryan Sharma, Advocate,
for the petitioner (in CRNo.6206-2024)
for the respondent (in CR-4977 & 6378-2024)
Mr. Gaurav Aggarwal, Advocate, with
Ms. Pooja Kiran, Advocate,
for the petitioner (in CR-4977 & 6378-2024)
for the respondent (in CR6206-2024)

DEEPAK GUPTA, J.

This order intends to dispose of three revision petitions titled above, all filed under Article 227 of the Constitution of India, arising out of civil

suit N: 4333 of 2022 titled “*Loon Land Development Limited vs. Surat Singh & Others*”, pending on the board of Ld. Civil Judge (Junior Division), Gurugram.

2. While CR-4977-2024 & CR-6378-2024, filed by some of the defendants of the suit, are directed against order dated 31.05.2024 passed by Ld. Additional District Judge, Gurugram, upholding the order dated 22.04.2024 of the trial Court, whereby an application under Order 39 Rule 1 & 2 read with Section 151 CPC for ad interim injunction filed by the plaintiff was allowed; on the other hand, CR-6206-2024 has been filed by plaintiff of the suit, seeking certain directions to be issued to the defendants of the suit as well as to the Director General, Town & Country Planning, Haryana so as to make compliance of the directions of Ld. Additional District Judge, Gurugram contained in order dated 31.05.2024.

3.1 As the paper-book reveals, suit No.4333 of 2022 was filed by plaintiff company namely, M/s Loon Land Development Limited (*petitioner in CR-6206-2024, and respondent in CR-4977-2024 & CR-6378-2024 herein*) [in short – ‘Loon Land’] against nine sets of defendants. Petitioners in *CR-4977-2024 herein* are set of defendant No.8 comprising of three persons; whereas petitioner in *CR-6378-2024* is defendant N: 1 of the suit. Plaintiff-company is working in the field of real estate development.

3.2 Defendants are individual land owners of the land situated within the revenue estate of Village Naurangpur, Tehsil Manesar, District Gurugram, to the extent as detailed below:-

Defendant No.1 (<i>Petitioner of CR 6378-2024 herein</i>), i.e. <i>Surat Singh</i>	41K - 8 M
Defendant No.2	9K - 19.75M
Defendant No.3	28K - 0M
Defendant No.4	3K - 15M
Defendant No.5	9K - 15.625 M
Defendant No.6	21K - 12.75M
Defendant No.7	28K - 0M
Defendant No.8 (<i>Petitioners of CR 4977-2024 herein</i>), i.e.	38K - 17.5M

Satbir, Rajesh and Rakesh	
Defendant No.9	28K - 0M

3.3 Details of land individually owned by all the aforesaid defendants are given in para No.3 of the plaint. According to plaintiff, in the year 2012, collaboration agreements were executed individually by defendants with M/s Revital Reality Pvt. Ltd. [in short – ‘M/s Revital Reality’], containing detailed terms and conditions. Various amounts as mentioned in collaboration agreements were received by the defendants as non-refundable security deposit. Addendum to collaboration agreement was also executed, indicating the increase in area to be allotted to the defendants at the time of final development of the project.

3.4 M/s Revital had obtained license bearing No.137 of 2014 dated 27.08.2014 and another license bearing No.19 of 2019 from Town and Country Planning Department, for development of residential plotted colony.

3.5 As per further case pleaded by plaintiff, on 07.09.2021, M/s Revital Reality entered into assignment agreements with the plaintiff, vide which all the rights, title and interest of M/s Revital Reality under collaboration agreements as well as addendum to the collaboration agreement with the defendants, were given to the plaintiff company. Said assignment agreements executed between plaintiff-company with M/s Revital Reality was with regard to the certain extent of land of the different defendants, as per following details:

Defendant No.1 (<i>Petitioner of CR 6378-2024 herein</i>)	24K - 91.4800 M = 3.51760 Acres
Defendant No.2	9.5K - 9.75M
Defendant No.3	26.5K - 26.5M
Defendant No.4	2K - 19M
Defendant No.5	1K - 30.06M
Defendant No.6	20.5K - 22.75M
Defendant No.7	26.5K – 26.5M

Defendant No.8 (<i>Petitioners of CR 4977-2024 herein</i>)	12K - 4 M = 1.525 Acres
Defendant No.9	26.5K - 29.875M

Details of above land, which is subject matter of the present suit and referred as **suit land**, are given in Para N: 9 of the plaint.

3.6 It was contended by the plaintiff that possession of the suit land was taken over by the plaintiff company from M/s Revital Reality and that it continues to be in possession till date. It was alleged that as the plaintiff started its development activities on the suit land on 18.10.2022, defendants along with other persons started creating disturbance in the development activities and interfering in the possession of the land. Plaintiff-company asserts that it is in legal possession of the suit land, having all the rights to develop the same and that the intention of the defendants having turned dishonest, they are creating hurdles in the development rights of the plaintiff in the suit land.

3.7 With the above averments, plaintiff filed a suit seeking decree of permanent injunction to restrain the defendants from interfering in the peaceful enjoyment of the plaintiff over the suit land detailed in para No.9 of the plaint. Plaintiff further prayed for a decree of permanent injunction to restrain the defendants from creating any kind of third party rights qua the suit land. Decree of mandatory injunction was also sought to direct the defendants not to interfere in the developmental activities on the said land.

3.8 Along with the suit, an application under Order 39 Rule 1& 2 CPC was moved seeking temporary injunction of the similar nature, till pendency of the suit.

4.1 As per the written statement [*Annexure P2 in CR N: 4977*] filed by set of defendant No.8 i.e. petitioner of CR 4977-2014, preliminary objection is raised that suit was bad for non-joinder of necessary party, as M/s Revital Reality had not been impleaded as a party to the suit. It is alleged that the plaintiff in collusion with M/s Revital Reality is bent upon to dispossess them

(defendants) from suit land and damage their crops. These defendants denied any collaboration agreement with M/s Revital Reality to have been executed in 2012; and pleaded that in fact, collaboration agreement with M/s Revital Reality was executed on 27.11.2015 with time limit of 30 months, which had expired on 27.05.2018 and as such, M/s Revital Reality has lost all its rights for development of the land of answering defendants. These defendants don't dispute to have received ₹ 1 Crore as non-refundable security from M/s Revital Reality.

4.2 It is pleaded further that M/s Revital Reality along with farmers had taken license No.137 of 2014, which was valid up to 26.08.2019 and thus, it had already expired, as M/s Revital Reality could not develop the land. It is pleaded further that license No.19 of 2019 was renewed and was valid up to 10.02.2024, but it did not include the land of answering defendant No.8. It is contended that neither the plaintiff nor M/s Revital Reality have taken Letter of Intent or Licence upon the property of defendant No.8.

4.3 These defendants further pleaded that they had not given any right to M/s Revital Reality to assign any rights regarding their land in favour of any company or third person and as such, the suit is liable to be dismissed.

4.4 With these submissions and controverting all other averments of the plaint, set of defendant No.8 prayed for dismissal of the suit as well as the application for temporary injunction.

5. Defendant N: 1 [*petitioner in CR N: 6378-2024*] in his written statement, as referred in this petition, took almost the same stand as taken by defendant N: 8, except the fact that collaboration agreement between this defendant N: 1 and M/s Revital Reality is pleaded to have been executed on 8.6.2012. It is contended that M/s Revital Reality was liable to allot vacant land out of developed area, as per the collaboration agreement within 36 months, but it failed to do so. It is further the contention that with the expiry of collaboration agreement of defendant N: 1 with M/s Revital Reality, there is no longer any contract between them; and that defendant N: 1 has no relation

with the plaintiff of the suit. As such, this defendant also prayed for dismissal of the suit as well as the application for temporary injunction.

6. After hearing both the sides and perusing the documents placed on record, the trial Court of Id. Civil Judge (Jr. Division), Gurugram, vide order dated 22.04.2024, allowed the application under Order 39 Rules 1 & 2 CPC. Against this order of trial court, defendant N: 1 and set of defendant N: 8 filed separate appeals, which have been dismissed by the appellate Court by way of the impugned order dated 31.05.2024, thus, affirming the order of trial court.

7. Assailing the above-said orders passed by the Courts below, following contentions are raised by learned counsel for the petitioners in *CR-4977-2024 & CR-6378-2024* / defendants –

- That collaborations agreement separately executed between the defendants and M/s Revital Reality had expired long back and thus, there is no longer any contact between M/s Revital Reality and the defendants.
- That there is no privity of contract between plaintiff, M/s Loon Land Ltd. and defendants and that without any express or implied consent of the defendants, no assignment agreement between M/s Loon Land Ltd. and M/s Revital could have taken place and that any such assignment agreement is sham and bogus having no sanctity of law.
- That as per policy parameters dated 18.02.2015 (*Annexure P-9 in CR-6378-2024*) issued by the Government of Haryana, Town & Country Planning Department, plaintiff-Loon Land cannot do any development work on the land of the defendants without the consent of the landowners.
- That licence of M/s Loon Land Ltd. – Plaintiff qua the land of defendant No.1 - Surat has already been freezed by the Director General, Town and Country Planning Department, Haryana as evident from Revised zoning Plan (*Annexure P-8 in CR-4977-2024*); whereas, no licence has even been

applied either by M/s Revital Reality or Loon Land qua the land of set of defendant N: 8 Satbir etc.

- That insolvency proceedings are going on in NCLT against M/s Revital Reality.
- That out of 41 kanals 08 marlas of land of defendant No.1 – Surat, which was subject matter of collaboration agreement between this defendant and M/s Revital Reality, only the land measuring 24 kanals 91.48 Marlas has been assigned by M/s Revital Reality to plaintiff – Loon Land. Similarly, out of 38 kanals 17.5 marlas of the land of defendant No.8, which was the subject matter of collaboration agreement between the said defendant and M/s Revital Reality, assignment rights have given by M/s Revital Reality to Loon Land only qua 12 kanals 04 marlas. It is argued that in this manner, the land of the defendants has been bifurcated.
- That these defendants/petitioners are still in possession of the suit land and therefore, the Courts below have committed grave error in granting injunction in favour of the plaintiff - Loon Land.

With above submissions, prayer is made for setting aside the impugned orders.

8. Refuting the aforesaid contentions, learned senior Advocate for the respondent(s) of these petitions, i.e. plaintiff – Loon Land made following submissions:

- That in the collaboration agreements executed between M/s Revital Reality and defendants, it was specifically mentioned that the second party, i.e. M/s Revital Reality includes its representatives, nominees, assigns, successors etc.
- That the defendants had received huge money as non-refundable security from M/s Revital Reality, while giving rights to M/s Revital Reality for development of their land.

- As per the Collaboration Agreements, the possession of the suit land was specifically handed over to M/s Revital Reality.
- By virtue of the assignment agreement executed between M/s Revital Reality and Loon Land, plaintiff Loon Land has been given the developments rights by M/s Revital Reality in respect of the part of the land belonging to the defendants and that the possession thereof was handed over to the plaintiff and this way, it is the plaintiff which is in lawful possession of the suit land.
- To the specific query put by this Court, it is stated by learned senior counsel for the respondent-plaintiff that till the necessary parameters as per law, as laid down by the government in the letter dated 18.02.2015 are fulfilled, further development work on suit land will not be carried out by the plaintiff, but this does not mean that defendants can forcibly enter the suit land or interfere into their lawful possession.
- The defendants/petitioners' argument that the collaboration agreements were automatically terminated is unfounded, simply because M/s Revital Reality, the plaintiff's predecessor-in-interest, was unable to fulfill the terms and conditions within the stipulated time frame outlined in the said collaboration agreements.

With these submissions, prayer is made for dismissal of the revision petitions as filed by defendant No.1/set of defendant No.8.

9.1 Aggrieved by certain directions issued by learned Addl. District Judge, Gurugram, in his order dated 31.05.2024, plaintiff - Loon Land has filed separate revision bearing CR No.6206 of 2024.

9.2 It is contended by learned senior Advocate that Revital Reality, under registered collaboration agreements, was granted absolute, irrevocable authority to develop land for residential and group housing projects, with possession handed over until project completion. The agreements provided for non-

refundable security payments to landowners and allocated developed areas to them, with penalties for delays.

9.3 Revital Reality, along with landowners, obtained License No.19 of 2019 from Haryana's Town and Country Planning Department for developing a 105.11819-acre residential colony, where Revital Reality owned a significant portion. The development rights under these agreements were assignable, and on 07.09.2021, Revital Reality transferred these rights to the petitioner - Loon Land Development Limited, through assignment agreements. Additionally, Revital Reality had previously transferred substantial land to the petitioner via registered sale deeds dated 13.03.2019.

9.4 The Director General, Town and Country Planning Department, Haryana, recognized Loon Land Development Limited as the developer of License No.19 of 2019 through orders issued in 2022. Subsequently, land migration applications were processed, and the petitioner was granted multiple licenses for developing an affordable residential plotted colony:

- License No.194 of 2022 (29.11.2022) – 8.7111 acres
- License No.195 of 2022 (29.11.2022) – 45.1625 acres
- License No.19 of 2019 (11.02.2019) – 53.3833 acres

Certain land parcels remained "freezed" under licensing conditions until purchase or execution of collaboration agreements with landowners. Due to land migration, additional licenses were issued:

- License No.226 of 2023 – 20.41 acres
- License No.227 of 2023 – 1.54375 acres

This resulted in License No.19 of 2019, read with License Nos.226 and 227 of 2023, covering 75.3458 acres.

9.5 The Director General, Town & Country Planning, Haryana, later approved revised zoning plans:

- Memo dated 17.11.2023 (Annexure P/7) for License No.195 of 2022 – 0.68125 acres frozen - zoning approved for 24.74375 acres.
- Memo dated 19.02.2024 (Annexure P/8) for License No.19 of 2019 and related licenses – 27.131925 acres frozen - zoning approved for 48.213875 acres out of 75.3458 acres.

9.6 The learned senior counsel argues that the plaintiff, having been legally assigned development rights through the assignment agreement dated 07.09.2021, filed Civil Suit No.4333 of 2022. The application under Order 39 Rule 1 and 2 CPC was allowed, and the appeal was dismissed by the Addl. District Judge, Gurugram. However, the plaintiff is aggrieved by part of the order dated 31.05.2024, which directed it to provisionally allocate serial numbers to the defendants' plots as per collaboration agreements within two months and to pay a penalty of ₹20 per sq. yard per month for delayed allotment. Consequently, the plaintiff deposited ₹36,26,480/- via demand draft on 19.07.2024 before the trial court.

9.7 The plaintiff had filed a caveat under Section 148-A read with Section 151 CPC, seeking prior notice of any civil revision petition by defendant No.1/defendant No.8. However, the defendants filed revisions without serving an advance copy or disclosing the caveat. Following an ex parte status order by this Court on 31.08.2024, they attempted to interfere with the plaintiff's possession, compelling the plaintiff to file a police complaint on 04.09.2024 and seek an advancement of notice. The Court subsequently ordered status quo regarding possession.

9.8 It is contended that the defendants cannot be allowed benefit of provisional plot allocation, as ordered by Ld. Additional district judge, without cooperating in de-freezing land, obtaining a license, and securing RERA registration, as allocation is contingent upon RERA approval. The Addl. District Judge failed to direct the defendants to facilitate these processes. The allocation as per agreements is 5277 sq. yards for Surat Singh and 2667 sq. yards for Satbir

and others. Ld. counsel argues that the allocation order was issued without any plea from the defendants or opportunity for the plaintiff to respond.

9.9 A review application was filed before the Addl. District Judge, but no decision was made due to the pending petitions before this Court. Meanwhile, the plaintiff has taken steps to resolve disputes with landowners, entering into a compromise and purchasing land from defendant No.3 – Sumitra Yadav through a sale deed dated 13.05.2024, who is similarly situated to defendant No.1/defendant No.8.

9.10 The petitioner/plaintiff requests this Court to direct the necessary steps for de-freezing 3.5176 acres in Naurangpur, Manesar, Gurugram, assigned through an Assignment Agreement dated 07.09.2021 (Annexure P/4) pursuant to a Collaboration Agreement dated 08.06.2012 (Annexure P/2). Additionally, the petitioner seeks facilitation of a license for 1.525 acres in the same village, assigned through another Assignment Agreement dated 07.09.2021 (Annexure P/5) under a Collaboration Agreement dated 27.11.2015 (Annexure P/3). However, the Additional District Judge, Gurugram, in the order dated 31.05.2024 in Civil Appeal Nos.19 and 20 of 2024, failed to issue these directions while ordering the provisional allocation of plot serial numbers to respondents.

9.11 The petitioner asserts a strong prima facie case with the balance of convenience in its favor. If the lower court's orders are not upheld and the requested directions are not granted, it would cause irreparable loss to the petitioner and be against the interests of all concerned.

9.12 With above submissions, the Petitioner-plaintiff seeks following reliefs from this Court:

- i. Direction to the respondents to take necessary steps, including execution of documents, to de-freeze 3.5176 acres of land in Naurangpur, Gurugram from the Director General, Town and Country Planning (DTCP), Haryana, and facilitate the grant of a license for 1.525 acres assigned to

the Petitioner under registered Collaboration and Assignment Agreements.

- ii. Direction to DG, T&CP, Haryana to lift the freeze on the subject land, enabling the Petitioner to allocate serial numbers to plots as per the Collaboration Agreements and comply with the Additional District Judge, Gurugram's order.
- iii. Direct the Respondents to refrain from interfering in the Petitioner's possession and development activities on the suit land and to cooperate in the development process during the case's pendency.

10. Along with this petition bearing CR No.6206-2024, petitioner-plaintiff also moved an application bearing No.18933-CII of 2024 under Order 1, Rule 10 (2) read with Section 151 CPC seeking impleadment of Director, Town and Country Planning Department, Haryana as a party to the case, stating that similar application (*copy Annexure A/1*) was also moved before the trial Court, which is pending.

11. This Court has considered submissions of both the sides and have appraised the record carefully.

12. On one hand, main contention raised by Ld. Advocate for defendants/ land-owners (*petitioners in CR 4977-2024 & CR 6378-2024*) is that there is no privity of contract between plaintiff Loon Land & defendants and that without any express or implied consent of the defendants, no assignment agreement between Loon Land and M/s Revital could have taken place; on the other hand, stand of plaintiff Loon Land is that in the collaboration agreements executed between M/s Revital Reality and defendants, it was specifically mentioned that M/s Revital Reality includes its representatives, nominees, assigns, successors etc. and that by virtue of the assignment agreement executed between M/s Revital Reality and Loon Land, plaintiff Loon Land has been given the developmental rights by M/s Revital Reality in respect of the part of the land belonging to the defendants and that the possession thereof was handed over to the plaintiff.

13. To resolve the above conflicting pleas, let us have a look at the relevant clauses of collaboration Agreement dated 27.11.2015 (*Annexure P-7 in CR 4977-2024*) executed between M/s Revital Reality Pvt. Ltd. & defendants No. 8 / Satbir etc. The agreement starts with following description of executing parties:

“This COLLABORATION AGREEMENT is executed at Gurgaon on this 27th day of November, 2015

BETWEEN

Sh. Satbir S/o Late Sh. Jagmal Singh, Sh. Rajesh & Sh. Rakesh Ss/o Sh. Satbir all R/o Village Shikohpur, Tehsil - Manesar, District- Gurgaon, Haryana, of this part hereinafter referred to as "**FIRST PARTY**"/"**LAND OWNER**" (which expression shall mean and include his legal heirs, successors, nominees and assigns).

AND

M/s Revital Reality Pvt. Ltd., a company registered under the provisions of The Companies Act, 1956, having it's registered office at, 1114, 11th Floor, Hemkunt Chambers, 89, Nehru Place, New Delhi-110019 hereinafter referred to as "**SECOND PARTY/COMPANY**" acting through it's Authorized Signatory Mr. Yagna Brahmam S/o Sh. Satnarayana, authorized vide board resolution (which expression shall mean and include Representatives, Nominees, Successors and Assigns)”

14. The above opening part of the agreement itself makes it clear that both the parties not only include the parties as named but also their respective successors, nominees and assigns.

15. The word ‘successor’ means - one who succeeds or comes after; one who takes the place of another. Similarly, the word ‘assign’ means - to give a particular job or piece of work to someone.

16. After introductory part of the agreement to the effect that first party was owner of 4.859375 acres of land & that second party was developer;

that first party was interested in development of its land, the two parties agreed on various terms stipulated in this collaboration agreement. Summary of Key Contractual Terms are:

- i. Encumbrance & Land Acquisition:** The First Party (landowner) assures that the land is free from encumbrances. Some land is under acquisition, and the Second Party (developer) must handle these proceedings at its cost. The First Party is entitled to 8,500 sq. yards of developed area.
- ii. Development Rights:** The First Party grants absolute, irrevocable authority and permission to the Second Party to develop the land into a residential or group housing project.
- iii. Delivery of Possession:** The first party has put the Second Party in absolute physical and peaceful possession of the said land.
- iv. Consideration & Payment:** The Second Party shall pay the First Party a non-refundable security deposit of ₹1 crore in two installments and allocate 8,500 sq. yards of developed area. Possession of this developed area must be handed over within 30 months, with penalty @ ₹20/- per sq. yd. per month for delays.
- v. Licensing & Approvals:** The Second Party shall obtain necessary licenses and approvals, while the First Party must provide all required documents and execute a power of attorney in favor of the Second Party.
- vi. Power of Attorney:** The First Party shall execute a power of attorney authorizing the Second Party to undertake all actions required for development, including licensing, selling, mortgaging, or leasing the project. However, the First Party is not liable for loans taken by the Second Party.
- vii. Transfer of Title:** The Second Party may ask the First Party to execute a Sale Deed or Exchange Deed to transfer title to the land.
- viii. Irrevocability & Enforcement:** The agreement is irrevocable. If the First Party rescinds post-approval of licenses, the Second Party can enforce the agreement and claim damages. However, if the Second Party defaults, this provision does not apply.

- ix. **Provisional & Final Allotment:** The First Party receives provisional allotment of the developed area upon signing of this agreement; and final allotment upon execution of the Sale/Exchange Deed. However, approval of zoning plans by competent authority is required.
- x. **No Interference:** The First Party cannot interfere in the development, marketing, or sale of the project but may take legal action, if illegal activities occur.
- xi. **No Waiver:** Failure of second party to enforce any of the provisions, is not to be construed to be waiver of the provisions of right to enforce.
- xii. **Modification Restrictions:** The agreement is irrevocable, and no modifications are allowed without mutual written consent.

17. Almost similar stipulations are incorporated in the collaboration agreement dated 8.6.2012 [*Annexure P-5 in CR 6378-2024*] to be read with supplementary collaboration agreement of same date executed between M/s Revital Reality & defendant No. 1 Surat Singh. The only differences are in case of Surat Singh, he is entitled for non-refundable security of ₹ 1,29,37,500/-. Developed area to be allotted to him is 6727.5 + 1035 sq. yd. Possession of this developed area is to be handed over within 36 months but there is no penalty clause for delays.

18. It has not been disputed before this court that landowners (defendant No. 1 + set of defendant No. 8) have already received the non-refundable security amount from the developer i.e., M/s Revital Reality, as mentioned in their respective agreements.

19. Thus, as per the collaboration agreements, landowners have given absolute, irrevocable authority and permission to developer M/s Revital Reality to develop their land into a residential or group housing project. They have put the developer M/s Revital Reality in absolute physical and peaceful possession of the said land. For obtaining necessary licenses and approvals, they are bound to provide all required documents and execute power of attorney in favor of the developer M/s Revital Reality. They cannot interfere in the

development, marketing, or sale of the project but may take legal action, if illegal activities occur. The agreement is irrevocable, and no modifications are allowed without mutual written consent. Most importantly, developer M/s Revital Reality includes its successors, nominees and assigns.

20. Considering the aforesaid terms of the collaboration agreements, there is no merit in the contention of Ld. Counsel for the landowners - defendants that without their express or implied consent, no assignment agreement between plaintiff Loon Land and M/s Revital Reality could have taken place.

21. While exercising the above right to assign under the collaboration agreements that M/s Revital Reality entered into individual assignment agreements dated 07.09.2021 [*Annexure P-2 in CR 6378-2024 & Annexure R-3 in CR 4977-2024*] with the plaintiff - Loon Land.

22. Perusal of assignment agreements would reveal that that out of total land, which was subject matter of Collaboration Agreements between M/s Revital Reality and the landowners, these assignments agreements have been executed regarding part of the land belonging to the landowners.

23. Under the assignment agreements the Assignor (M/s Revital Reality) irrevocably transfers all Development Rights under the Collaboration Agreement to the Assignee (Loon Land) from the date of execution, along with all associated rights, obligations, and interests. The Assignee – Loon Land becomes the sole legal and beneficial owner of these rights and is bound by the terms of the Collaboration Agreement and this Agreement, as if originally executed in its favor. The Assignor - M/s Revital Reality relinquishes any claims or interference in the development of the project. Additionally, all rights granted to the Assignor - M/s Revital Reality under any Power of Attorney or similar documents are assigned to the Assignee, with necessary documentation to be executed. The Assignee – Loon Land also undertakes to allot 7,763 sq. yards of developed land to the Landowner Surat Singh; & 8500 sq. yards of developed land to the Landowner Satbir etc. as per the agreements. The

Assignor - M/s Revital Reality further authorizes the Assignee – Loon Land to develop the land and exercise all related powers.

24. Thus, in order to protect the rights of the landowners under the Collaboration Agreements, assignee has agreed and undertaken to make allotment of the developed plots to the landowners in accordance with the terms of the Collaboration Agreements to the extent of the area mentioned therein.

25. The combined reading of the Collaboration Agreements executed between M/s Revital Reality and the landowners, whereunder M/s Revital Reality has also the power to assign; and the assignment agreements executed between M/s Revital Reality and the plaintiff – Loon Land, would reveal that in lieu of receipt of huge amount of the non-refundable security plus specified developed area out of the project to be developed by the developers, landowners handed over the possession of their respective land to M/s Revital Reality and then M/s Revital Reality assigned those development rights to the plaintiff – Loon Land. Possession of the suit land was handed over by the landowners to M/s Revital Reality; and M/s Revital Reality, while exercising its rights of assignment, handed over the possession to the plaintiff – Loon Land. Thus, it is the plaintiff, which is now in lawful possession of the property in dispute.

26. It is true that as per the Collaboration Agreements executed between M/s Revital Reality and Satbir-defendant No.8 etc., a period of 30 months is prescribed within which the possession of specified developed area is to be handed over to the landowners and similarly, as per the Collaboration Agreements executed between M/s Revital Reality and Surat Singh, a period of 36 months is prescribed within which the possession of the developed area is to be handed over to Surat Singh and that said period has already expired, but this does not mean that the Collaboration Agreements stood automatically expired, as is contended by learned counsel for the petitioners-defendants. In the Collaboration Agreement executed between M/s Revital Reality and Satbir etc., it is specifically provided that penalty of ₹20/- per sq. yard per month for

delay is to be paid by M/s Revital Reality to the landowners. Though, no such penalty clause is there in the Collaboration Agreement with Surat Singh, but this does not bring the terms of the agreement to come to an end. It is not the case of the defendants that on expiry of the period, within which the possession of the developed area was to be delivered to them, the possession of their respective land was ever handed over back to the landowners by M/s Revital Reality.

27. In all the aforesaid facts and circumstances, the Courts below have not committed any error in granting temporary injunction in favour of plaintiff – Loon Land.

28. Proceeding further, coming to the contention raised by learned counsel for the landowners to the effect that plaintiff had failed to fulfill various parameters as laid by the Government of Haryana in its letter dated 18.02.2015 (*copy Annexure P-9*), the perusal of the said parameters would reveal that these have been laid down by the Government for allowing any change in beneficial interest etc. in a licence granted under Act No.8 of 1975.

29. The Government observed that numerous requests were being received by the Department in recent times for either a change in developers or the assignment of joint development and/or marketing rights, wherein transfer of licence is not involved, as there was no change in the lands within the licenced colony. Upon further examination, it was noted that while these cases did not constitute a transfer of licence under the existing rules, they inherently involved a change in the beneficiary interest of the existing developers. Therefore, it was deemed necessary to prescribe policy parameters to regulate such requests and ensure the recovery of administrative charges. Accordingly, in the exercise of the powers conferred under Section 9-A of the Haryana Development and Regulation of Urban Areas Act, 1975, the Government of Haryana issued these policy parameter vide its letter dated 18.02.2015, stating that any case involving a change in the beneficiary interest of the existing developers, designated at the time of licence grant, falls within the scope of this policy. Consequently, such cases require an application to be submitted to the Dir-

ector, Town and Country Planning Department, Haryana, for approval. The policy outlines several procedural requirements that must be fulfilled. Notably, the application for a change in beneficial interest must be accompanied by various documents, including a 'No Objection Certificate' from both the existing developer and the landowners. The applicant or the new entity may be required to comply with additional conditions within a specified period, which may include submission of a registered Collaboration Agreement between the proposed developer and the landowning individuals or entities.

30. It is clear on perusal of the aforesaid policy parameters that while applying for change in beneficial interest, the applicant/new developer is not only required to furnish 'No Objection Certificate' from the landowners, but also to submit a fresh registered Collaboration Agreement between the proposed developers and the landowning individuals/entities.

31. In this regard as noticed earlier, to the specific query put by this Court, it has been clarified by learned Sr. Counsel for the respondent-plaintiff that till the necessary parameters laid down by the Government of Haryana in its letter dated 18.02.2015 are fulfilled, the plaintiff will not carry out further development work on the suit land.

32. However, it has been rightly argued by learned counsel that this does not at all mean that defendants can forcibly enter the suit land or interfere in the lawful possession of the plaintiff. Therefore, the defendants cannot be allowed to take benefit of the fact that parameters laid down in the letter dated 18.02.2015 have not been fulfilled by the plaintiff so far.

33. Apart from above, it is not disputed that plaintiff has still not applied for licence for development of the land of the defendants – Satbir etc., whereas the licence qua land of defendant - Surat has since been freezed as per the revised zoning plan. Obviously, before carrying out the further development work, plaintiff – Loon Land is required to sort out all their issues with the Director, Town and Country Planning Department, Haryana.

34. As per the stand taken by the plaintiff, initially M/s Revital Reality was granted licence No.19 of 2019 by the Director, Town and Country Planning Department, Haryana. However, said licence No.19 of 2019 has been transferred in the name of Loon Land, who has now been recognized as the developer of the said licence. Plaintiff has also been granted multiple licences for developing the affordable residential plotted colony as per the details given earlier. Plaintiff itself has admitted that certain parcels of its land remain freezed under the licensing conditions until purchase; or execution of Collaboration Agreements with the landowners.

35. In view of the entire facts and circumstances as above, it will be in best of interest of both the parties that complete status report regarding possession over the suit land shall be maintained by them till plaintiff is able to carry out the further development activities over the suit land after being granted necessary approvals by the concerned Departments.

36. Plaintiff has also assailed the condition imposed by the learned Addl. District Judge, Gurugram in its order dated 31.05.2024, whereby plaintiff has been directed to allocate serial numbers of the developed plots provisionally to both the appellants-defendants as per the terms and conditions of the Collaboration Agreements within the specified period. This Court agrees with the contention of learned counsel for the plaintiff in this regard that defendants do not become entitled to allocation of any particular serial number of the plots even provisionally, till they fulfill the obligations as mentioned in the Collaboration Agreements executed by them with the predecessor of the plaintiff, i.e. M/s Revital Reality, under which they were bound to provide all required documents and execute power of attorney etc. in favour of the developer for obtaining necessary licenses and approvals etc. Consequently, till the defendants facilitate the plaintiff in obtaining the necessary approvals etc., the condition of leaned Addl. District Judge, Gurugram to allocate particular numbers of the land of the developed plots to the defendants, is hereby set aside.

37. As far as various reliefs claimed by the plaintiff in CR No.6006 of 2024 are concerned, most of the reliefs are being claimed by the plaintiff against the Director, Town and Country Planning Department, Haryana and an application has also been moved to implead it as a party.

38. It is Suffice to say at this stage that the Director, Town and Country Planning Department, Haryana is not a party before this Court. Said Director, Town and Country Planning Department, Haryana is not even a party to the suit before the trial Court, though admittedly, an application under Order 1, Rule 10 CPC to implead it as a party is pending before the trial Court. Till such application is disposed of and necessary opportunity is provided to the Director, Town and Country Planning Department, Haryana to put forth its stand, no such directions as claimed by the plaintiff can be issued by this Court.

39. Consequent to the entire discussion as above, all the three petitions are hereby disposed of. Parties are directed to maintain status quo possession over the suit land and as such, the orders of Courts below in this regard are maintained. It is further directed that the condition imposed by learned Addl. District Judge, Gurugram in its order dated 31.05.2024 directing the plaintiff to allocate particular numbers of the developed land to the defendants is hereby set aside, till the defendants facilitate the plaintiff in obtaining the necessary licenses and approvals etc. from the competent authority.

40. The request of learned counsel of the plaintiff is allowed to the extent that trial Court shall make every possible effort to dispose of the pending application under Order 1 Rule 10 CPC in accordance with law expeditiously and proceed further in accordance with law.

All the pending application (s) also stand (s) disposed of.

Photocopy of this order be placed on the connected case files.

February 24, 2025

Vivek/Sarita

(DEEPAK GUPTA)

JUDGE

Whether speaking/reasoned?	Yes
Whether reportable?	Yes