

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**(1)**

**Appeal No.662 of 2022**

**Date of Decision: 21.10.2024**

Mr. Suresh Arya s/o Sh. Hari Chand, R/o H.No.218-L, Model Town, Sonapat, Haryana

**Appellant.**

Versus

M/s TDI Infrastructure Ltd. Vandana Building, Upper Ground Floor 11, Tolstoy Marg, Connaught Place, New Delhi-11000 A Private Limited Company, through its Chairman/Managing Director

**Respondent**

**(2)**

**Appeal No.663 of 2022**

Mrs. Manju Arya W/o Sh. Suresh Arya, R/o H.No.218-L, Model Town, Sonapat, Haryana

**Appellant.**

Versus

M/s TDI Infrastructure Ltd. Vandana Building, Upper Ground Floor 11, Tolstoy Marg, Connaught Place, New Delhi-11000 A Private Limited Company, through its Chairman/Managing Director

**Respondent**

(3)

**Appeal No.664 of 2022**

Mrs. Manju Arya W/o Sh. Suresh Arya, R/o H.No.218-L,  
Model Town, Sonapat, Haryana

**Appellant.**

Versus

M/s TDI Infrastructure Ltd. Vandana Building, Upper Ground  
Floor 11, Tolstoy Marg, Connaught Place, New Delhi-11000 A  
Private Limited Company, through its Chairman/Managing  
Director

**Respondent**

**CORAM:**

**Justice Rajan Gupta**

**Chairman**

**Mr. Rakesh Manocha**

**Member (Technical)**

Present : Mr. Vikas Deep, Advocate for the appellant(s).  
Mr. Shubhmit Hans, Advocate for the respondent.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN (ORAL):**

This bunch of three appeals emanates out of similar orders dated 10.08.2022, pertaining to the same project, passed by the Authority<sup>1</sup>.

2. A project, TDI City Kundli, Sonapat was floated by the promoter- M/s TDI Infrastructure Ltd. The allottees-

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<sup>1</sup> Haryana Real estate Regulatory Authority, Panchkula

Suresh Arya and his wife Manju Arya applied for three plots in the project. It appears that no BBA<sup>2</sup> was ever executed. At the time of booking, the allottees deposited 10% of the total consideration. Thereafter, the allottees paid various amounts as per the demands raised by the promoter. Admittedly, total consideration in respect of all three plots was remitted.

3. During the pendency of three complaints before the Authority below, it offered possession to the allottees and promoter also agreed to execute the conveyance deed. Resultantly, conveyance deeds in respect of three plots were executed in the year 2018/19 with mutual consent. This is clear from the observations made by the Authority in the order under challenge. The relevant portion thereof reads as below:

*“... Conveyance deed was executed by way of mutual consent of both parties. Both parties stated on oath before the Registrar that they are satisfied with the exchange of consideration as per the agreement executed by the parties. Thus, it is held that execution of conveyance deed with mutual consent both parties had accepted satisfactory conclusion of agreement, and now at this stage neither party cannot be allowed to go back and reopen such a concluded agreement. Moreover, grant of relief sought by complainants will result in reopening of several contracts which have already been concluded by way of execution of conveyance deeds.”*

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<sup>2</sup> Builder Buyer Agreement

4. Only grievance of the appellants that survives is that they are entitled to DPC<sup>3</sup> from the due date (i.e. from the date of booking plus two years) till handing over of possession. Apart from this prayer, Mr. Vikas Deep submits that he is satisfied and no other issue survives.

5. Mr. Shubnit Hans, learned counsel for the promoter submits that the matter came to an end amicably with the execution of conveyance deeds with mutual consent where both the parties made statements before the Registrar on oath. He submits that possession and conveyance deeds are totally valid in view of the fact that Completion Certificate was received by the promoter in respect of concerned projects on 22.09.2017. He submits that he may be allowed to place the document on record. This prayer is accepted. The document is taken on record as mark-'A'. He further contends that the allottees were in protracted litigation prior to the conclusion of the proceedings in view of execution of the sale deeds and handing over of possession. As per him, the matter unnecessarily dragged on as the allottees kept on pressing for compensation for the delay. The matter came up before this Tribunal earlier as well, however, the same was remitted back as certain jurisdictional issues were noticed. He further submits that the matter having been finally settled now, no useful purpose would be served by re-opening the same.

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<sup>3</sup> Delay Possession Charges

6. Heard respective contentions of learned counsel for the parties.

7. Admittedly, the allottees are in possession of the respective plots and sale deeds have been executed in their favour. Besides it is the stand of the promoter that prices of the plots have escalated. Resultantly, as equities have been balanced, need to go into hyper-technical issues is obviated.

8. Even otherwise, this Bench does not find any legal infirmity with the order passed by the Authority below. The appeals are, thus, without any merit and are dismissed.

9. Copy of this order be communicated to the Authority at Gurugram.

10. File be consigned to the record room.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)

October 21, 2024  
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