



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE THE ADJUDICATING OFFICER  
EXECUTION NO. 600 OF 2020  
IN  
COMPLAINT NO. 422 OF 2018

Praveen Yadav

....DECREE HOLDER

VERSUS

BPTP Ltd

....JUDGMENT DEBTOR

Date of Hearing: 21.04.2025

Hearing: 27<sup>th</sup>

Present: Mr. Praveen Yadav, decree holder through VC.  
Mr. Hemant Saini, Advocate with Ms. Neha, Advocate, for  
the Judgement debtor.

### ORDER

This order of mine will decide whether, this Forum in execution of order dated 14.03.2019, could decide, entitlement of the decree holder to get refund of the amount paid in compliance of fresh statement of accounts supplied along with offer of possession to the judgment debtor on the basis of reasoning given in his application dated 13.02.2025?

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21/4/2025

2. The decree holder, while arguing on dated 07.04.2025, in support of his detailed contentions raised in the application dated 13.02.2025, sought refund of the amount paid to judgment debtor to get possession, mainly on the grounds of excessive charging or illegal charging of cost of escalation, GST, interest on delayed payment, compensation for delayed possession, Enhanced EDC, interest on registration charges etc. Finally, he prayed that the judgement debtor be directed to refund an amount of ₹41,57,847.12/- with up to date interest on delayed payment.

Today, the decree holder has not appeared to hear the order despite this case being posted for this purpose on dated 07.04.2025 for today.

3. On the other hand, learned counsel for judgement debtor claimed that the amount has been collected from the decree holder in a legalised manner. He further argued that the demand so raised in application of refund based on the calculations are contrary to the facts and spirit of the order passed in 'Complaint no.113 of 2018 titled as Madhu Sareen versus BPTP Ltd.', date of decision 16.07.2018. He further argued that this Forum is not having jurisdiction to entertain objections against amount charged by the judgement debtor from the decree holder because as per order dated 16.07.2018 passed in Madhu Sareen's case, and also order dated 14.03.2019 of this complaint, if the decree holder had any dissatisfaction or demands against the demand or payment made, it should

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have had approached Hon'ble Authority in its original jurisdiction, for its redressal, whose order is under execution. Finally, he has prayed to dispose of objections so raised being not maintainable before execution court, and also to dispose of the execution which has been satisfied by offering possession and payment of delayed interest.

4. Having due regards to the rival contentions and facts on record, before contentions raised in the application of the decree holder are adjudicated upon on merit, it is necessary for this Forum in execution to decide preliminary objection raised to the jurisdiction on behalf of judgement debtor, whose arguments are based on the contents of order dated 16.07.2018 passed in Madhu Sareen's case or the order dated 14.03.2019 under execution, particularly para 11 and para 5 respectively.

It is pertinent to mention here that only if this Forum holds that it has jurisdiction to decide application under consideration on merit, only then it would be required to decide it on merits. Otherwise, this execution is to be disposed of being fully satisfied as the possession has been handed over subject to pendency of receivables and payables which as per observation made above, are to be finally decided by Hon'ble Authority.

Phalit<sup>3</sup>  
21/7/2025



To decide the issue of jurisdiction, it is first necessary to reproduce the relevant para 5 of the order dated 14.03.2019 under execution and para 11 of order dated 16.07.2018 passed in Madhu Sareen's case (supra);

**Para 5 of order dated 14.03.2019 under Execution:**

*"5. Written pleadings as well as oral submissions of both the parties have been examined. Admittedly, the floor-buyer agreement between the parties was executed on 18.06.2013. As per clause 5.1 of the Agreement the delivery was to be made within 30 months from the execution of FBA, with additional 180 days as grace period. There is no controversy to the fact that as per floor buyer agreement, the deemed date of possession of the unit was 18.06.2016. The payments made by the complainant to the respondent are also admitted. Admittedly, the possession letter has been offered on 19.07.2018, thus there is a delay of more than two years in handing over the possession. Now since the possession has been offered on 19.07.2018, the prayer for refund cannot be accepted. However, the complainants shall be entitled to compensation for delay in offer of possession, which would be shown in the statement of accounts and the net payable/receivable be clearly written after accounting for the same. This Authority has disposed of a bunch of petitions with the lead case Complaint No.113 of 2018 titled Madhu Sareen V/S BPTP Ltd. There was consensus on all the issues except on the issue of compensation for delayed delivery of possession. Further logic and arguments in this regard were given by the dissenting member in Complaint case No.49 of 2018- Parkash Chand Arohi V/s Pivotal*

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*Infrastructures Pvt. Ltd. It is hereby ordered that the ratio of the said judgements will be fully applicable in this case for determining the quantum of compensation for delayed delivery of possession.”*

**Para 11 of order dated 16.07.2018 passed in Madhu Sareen’s case:**

*“11. As a consequence of the above orders the Annexure-A annexed with offer of possession letter dated 21.03.2018 is hereby quashed to the extent so ordered. The respondents are directed to recalculate the amounts payable by the complainants in accordance with the aforesaid directions and issue them a fresh offer of possession along with statement of accounts. If the complainants are satisfied with the fresh statement of accounts, the fresh demands made by the respondents they shall deposit the same within 30 days of the receipt of offer of possession. If they are not satisfied, they will have a right to approach this Authority again.”*

The perusal of the above relevant portions of both the orders, makes it abundantly clear that Hon’ble Authority while disposing of complaint under Section 31 of the Act, 2016, and earlier one, had specifically given liberty to the decree holder to approach the Hon’ble Authority again, in its original jurisdiction, if not satisfied with the fresh statement of account issued with offer of possession. Thus, in the true spirit of such order, on being dissatisfied with the fresh statement of account issued, the decree holder was required to approach the

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Hon'ble Authority for redressal of grievance, instead of knocking the doors of this Forum in execution, which has no jurisdiction to act on a subject, which expressly or impliedly is the exclusive domain of the Hon'ble Authority, to deal with, as the case in hand is. For the sake of repetition, directions given in the order dated 16.07.2018 passed in Madhu Sareen's case (supra), are reproduced, "If they are not satisfied, they will have a right to approach this Authority again.", which leave no doubt to infer that decree holder is required to approach the Hon'ble Authority again, if the judgment debtor has charged him beyond the spirit of the orders dated 16.07.2018 and 14.03.2019. It is also pertinent to mention here that when there is specific bar provided by the Hon'ble Authority on a particular issue in a particular manner in its order, this Forum in execution has no authority to ignore the same while executing such order.

In view of the foregoing discussion, it is concluded that this Forum in execution has no power to surpass or ignore the directions passed by the Hon'ble Authority in order dated 16.07.2018 and 14.03.2019. Hence, application of decree holder dated 13.02.2025, is dismissed it being not maintainable before this Forum for want of jurisdiction. However, the decree holder would be at liberty to approach the Hon'ble Authority in compliance of order dated 16.07.2018 and 14.03.2019 for redressal of his grievances. Since, this Forum has no jurisdiction to entertain the application as such, it is not required to decide the

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same on merit, more so when dismissal of such application is not going to cause any prejudice to the decree holder, who still has a specific remedy to approach appropriate Forum to get the relief prayed for, if has merit therein.

Once the application of decree holder is rejected on the ground of lack of jurisdiction and there is otherwise compliance of order dated 14.03.2019 with regard to issue of fresh statement of accounts along with offer of possession on the part of judgment debtor and the decree holder has also taken possession of the unit concerned, this Forum disposes of the present execution being fully satisfied. However, the decree holder would be at liberty to file execution petition afresh, if Hon'ble Authority grants him new cause of action to file the same, if any.

Before disposing of this application, it is apt to note that though decree holder in his application has stated that he has not received revised offer of possession along with statement of account till date, but such claim is contrary to the facts on record, because revised statement of account forms part of the record and decree holder has also claimed refund of the amount as per demands raised in revised statement of account like cost escalation and interest on delayed payment etc. Hence, such contention of the decree holder has no merit.

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The present execution petition stands disposed of in the manner observed above.

Let, file be consigned to the record room after uploading order on the website of the Authority.

*Phalit Sharma*

MAJOR PHALIT SHARMA  
ADSJ (Retd.)  
ADJUDICATING OFFICER  
21.04.2025

Narinder Kaur  
(Law Associate)

