



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	792 of 2024
Date of filing:	06.06.2024
First date of hearing:	06.08.2024
Date of decision:	10.07.2025

**Ajay Veer Verma & Rita Singh**  
R/o House No. T33-04-C, Gulmohar Greens  
Mil Kitori, Mohan Nagar, Ghaziabad  
Uttar Pradesh-201007

Versus

.....COMPLAINANTS

**BPTP Ltd.**

*Registered office-* OT 14, 3<sup>rd</sup> floor, Next Door,  
Parklands, Sector-76, Faridabad  
Haryana-121004

.....RESPONDENT

**CORAM:**

**Parneet Singh Sachdev**  
**Nadim Akhtar**  
**Dr. Geeta Rathee Singh**  
**Chander Shekhar**

**Chairman**  
**Member**  
**Member**  
**Member**

**Present: -** Mr. Param Rana Proxy for Adv. Rajan Hans, Counsel for the complainant himself through VC.  
Adv. Hemant Saini through VC and Adv. Himanshu Monga, Counsel for the respondent.

**ORDER (PARNEET S. SACHDEV-CHAIRMAN)**

1. Case of the complainant is that the complainants initially booked a floor in the Respondent's project 'Park Elite Floors' on 16.05.2009 by paying Rs 2,00,000/-. Thereafter, unit no. P-7-17, GF was allotted to the complainant vide allotment letter dated 24.12.2020. Following which builder buyer agreement was executed between the parties on 20.08.2010 and as per clause 4.1 deemed date of possession comes to 20.08.2012.
2. That as per clause 1.2 of agreement, the total sale consideration of the unit is Rs 18,21,127/- . Complainants had already paid an amount of Rs 27,28,885/- against sale consideration of the unit. Copy of payment receipts and statement of account is annexed as Annexure P-3.
3. That on 04.11.2023, respondent issued an illegal letter for the offer of possession (Occupation Certificate was received on 27.12.2023) , i.e. after delay of 11 years and respondent has also increased the super build area from 876 sq ft to 1047 sq ft, which is 16.3% increase for which the complainant paid an extra amount to the respondent under distress.



4. That on 11.12.2023, complainants were deceived into signing a settlement deed in which the respondent cunningly addressed only the delayed possession charges amounting to Rs 2,99,993/-. Furthermore the respondent coerced the complainants into accepting these terms by threatening to withhold possession of the unit. Under distress, the complainants had no choice but to sign the settlement deed and accept the respondent's condition. Copy of settlement deed is annexed as Annexure P-5.
5. That on 06.01.2024 the respondent issued a No objection Certificate for the fit out of the mentioned unit. However, the physical and vacant possession of the unit was finally handed over to the complainants only on 22.02.2024. Copy of NOC letter is annexed as Annexure P-6.
6. That on 21.03.2024 conveyance deed was executed between the respondent and complainants. Respondent had received the Occupation Certificate on 27.12.2023 for an area of 72.616 sq mtr or 781.63 sq. ft whereas final super area of the unit is 97.27 sq. mt or 1047 sq. ft. Copy of conveyance deed is annexed as Annexure P-7.
7. That Hon'ble HRERA Gurugram in the matter of Ashish Gautam vs Apex Buildwell Pvt Ltd- CR/3685/2021 stated that even after execution of conveyance deed the complainant had the right to seek delayed possession charges. Similarly, reference is made to matter of Amit Gupta vs Athena

Infrastructure Ltd (Appeal no. 79 of 2020) . Respondent is liable to pay delay interest under section 18 of the RERD Act,2016. Hence, the present complaint.

8. Complainants have sought following relief:

- i. Pass an appropriate order directing the respondent to provide delayed possession charge from the due date of possession, i.e. 20.08.2012 till the actual valid and legal possession i.e. 22.02.2024 or date of receipt of OC of the unit whichever is later. (Justification: Section 18, Rule 15).
- ii. Pass an appropriate order directing the respondent to refund the amount of Rs 50,000/- paid as club membership fees as no club is present at the site.
- iii. Pass any other order(s)/ Direction(s) that this Hon'ble Authority may deem fit and proper in the present facts and circumstances.

**A. REPLY ON BEHALF OF RESPONDENT**

Respondent filed a detailed reply on 09.12.2024 pleading therein:

9. That the allotment letter dated 24.12.2009 and execution of builder buyer agreement dated 20.08.2010 with the complainants are admitted.
10. That the area of the unit is tentative and subject to change as also agreed under the agreement vide clause 1.2 and 1.15. Moreover, the complainants



had executed an undertaking and affidavit to this effect. Copy of said undertaking is annexed as Annexure R-4.

11. That the due date of offer of possession as per clause 4.1, 24 months from the date of sanction of the building plan with an additional grace period of 180 days for applying and obtaining the occupancy certificate, however the same was subject to the complainants having complied with terms and condition of the agreement, force majeure events and other circumstances beyond the control of the respondent. Force majeure includes ban by NGT, Environment Pollution Control Board, Hon'ble Supreme Court in M.C.Mehta vs Union of India and COVID-19.
12. That the respondent has completed the construction of the said project and offered the possession to the complainants on 04.11.2023. Copy of offer of possession dated 04.11.2023 is marked as Annexure R-5.
13. That the matter has been amicably, fully and finally settled between the parties by execution of the settlement agreement dated 11.12.2023. According to which, respondent in good faith and as a goodwill gesture agreed to compensate the complainants after adjustment of all dues payable by the complainants and has also waived off interest on the unpaid demands. Said agreement was executed as a full and final settlement of all claims, contentions of the complainants. As per clause 2.3 of the settlement deed



dated 11.12.2023 the respondent had waived off any unpaid and unposted interest and as per clause 2.4 the respondent had paid an amount of Rs 2,99,993/- to the complainants as compensation. That despite being compensated by the respondent, the complainants with malafide intention approached with Hon'ble Authority only to fulfill their greediness. Clause 2 of settlement agreement- 'That the parties hereby agree that in order to settle all their disputes and grievances with respect to the unit, BPTP as a special gesture on request of the customer.' Now, no cause of action arose in favor of complainants to file present complaint. Allegations of the complainants that they were deceived into signing the settlement agreement is vehemently wrong and denied. Moreover, it is submitted that the complainants attempts to challenge the said settlement deed by raising such allegations, however the same cannot be raised before this Ld. Authority as the Ld. RERA is not the competent authority to deal with such allegations and lacks jurisdiction to try and decide the validity of such settlement deed. In support, judgment passed by Hon'ble Apex Court in Jagad Bandhu Chatterjee vs Nilima Rani is relied upon.

14. Without prejudice to the submissions of the respondent regarding settlement of the matter, it is submitted that with execution of the conveyance deed the contract and relationship of the parties stands fully and finally concluded.



Complainants made the outstanding payments and took possession of the unit and has been enjoying the possession of the unit. That by taking possession of the unit, the complainants elected to forego any right that he may have had in the alternative.

**B. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT**

15. Ld. counsel appearing on behalf of both parties reiterated the arguments as made in written submissions/pleadings.

**C. ISSUE FOR ADJUDICATION**

16. Whether the present complaint is maintainable under RERA, Act 2016 in view of a duly executed and acted upon Settlement Deed dated 11.12.2023 entered into by the complainants and the Respondent?
17. Whether the complainants can be granted the reliefs claimed?

**D. OBSERVATIONS AND DECISION OF AUTHORITY**

18. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that the complainants booked a unit in the real estate project; "Park Elite Floors, Faridabad" being developed by the promoter namely; "BPTP Ltd." and in consequence to the same, complainants were allotted unit no. P-7-17-GF, through allotment letter dated 24.12.2009.





Builder Buyer Agreement was executed between the parties on 20.08.2010.

Complainants have paid a total sum of ₹27,28,885/- against the total sale consideration of the unit. Thereafter, settlement deed has been duly executed and mutually signed between the parties on 11.12.2023. Subsequently, possession of unit was taken by complainants on 22.02.2024 and conveyance deed of the unit got executed between the parties on 21.03.2024.

19. Authority has carefully examined the settlement deed dated 11.12.2023, which is annexed by the complainant as Annexure- P-5 to the complaint and is also annexed by the respondents as Annexure R-6 to the reply. Authority observes that it is an undisputed and admitted fact that the Complainants and the Respondent voluntarily entered into a Settlement Deed dated 11.12.2023 for full and final resolution of all disputes, claims, and grievances relating to Unit No. P-7-17-GF on the ground floor in the Respondent's project namely 'Park Elite Floors', Faridabad. The key terms and conditions of the Settlement Deed are summarized as follows:

**Clause F-** *That the customers being aggrieved with the delay in possession of the unit, discussions were held between the parties and after detailed deliberations and with a view to avoid protracted legal proceedings, the parties have now mutually agreed to resolve and settle all their*



*grievances/issues and have arrived at an amicable settlement and are recording the terms of the settlement hereunder.*

**Clause 1-***That the present deed is being entered into between the parties without admitting any faults on their respective parties however the settlement will conclude all disputes and claims both under contract as well as under torts.*

**Clause 2.1-***That customers agree that the final area of the unit stands revised from 876 sq ft to 1047 sq ft.*

**Clause 2.4-***The company has agreed to give one time lumpsum compensation of Rs 2,99,993/- to the customers on account of delay in handing over of possession.*

**Clause 2.6-***Subject to the customers complying with all formalities as mentioned in the OOP and the provisions of this Deed, the company shall endeavour to deliver the physical handover of the unit within 90 days from the execution of this deed.*

**Clause 3-***That in light of the settlement envisaged herein above the customers agree and undertake to unconditionally withdraw all complaints (if any) filed before any other court/authority/forum and ensure that no prejudice is caused to the company or its directors, employees, representatives with respect to the complaint and any other complaint filed before any such other*



*court/authority/forum. The customers further undertake that, if required, the customers shall be personally present at the next date of hearing, of the complaint to withdraw the same.*

***Clause 4-**That the customers in lieu of settlement envisaged hereinabove, further agree and undertake that all their grievances, claims, allegations against the company with regard to the unit or the transaction in general with the company have been finally settled and laid to rest and the customers shall not raise any claim against the company at any point of time in future for inter alia licenses or other approvals obtained by the company for the project development works, quality of construction description of charges rates charged or any delayed possession compensation in terms of the duly executed buyer agreement for the unit.*

20. The complainants in deed has unequivocally declared that they have no further claims, demands, or grievances against the Respondent and has undertaken not to initiate or continue any legal proceedings, claims, or complaints in relation to the said unit or any of its terms. The Authority takes note of the categorical and comprehensive nature of these clauses, which clearly indicate that the settlement was intended to operate as a full and final discharge of all contractual and statutory claims, extinguishing the earlier cause of action between the parties.



21. The Authority has further observed that the complainants acted in accordance with the Settlement Deed and took steps in furtherance of the settlement:
- i. Complainants availed the benefit of the special credit of ₹2,99,993/- as agreed in the clause 2.4 of the settlement agreement.
  - ii. Complainants also received no objection certificate for unit in question on 06.01.2024 and further received actual possession on 22.02.2024.
  - iii. Thereafter, payment of stamp duty was made on 05.01.2024 and conveyance deed was executed on 21.03.2024.

These facts demonstrate that the complainants as well as respondent acted upon the settlement and acquiesced to its terms through their conduct. The principle of "accord and satisfaction" therefore applies, which in legal terms denotes a mutual agreement that discharges pre-existing obligations through a new contract that has been acted upon.

As per established principles under the Indian Contract Act, 1872, once a contract is voluntarily entered into and acted upon by both parties, it assumes binding legal force. A Settlement Deed executed with mutual consent operates as such a contract. It can only be invalidated if it is challenged before a competent **civil court** and declared void on limited and recognized legal grounds such as: Coercion, Fraud, Misrepresentation, Undue influence and Mistake of fact or law. In the present case, no such challenge has been made

before any civil court, nor has the Complainant produced any evidence of vitiating factors.


Further, the Complainant's signatures appear on every page of the document, suggesting that the terms were duly acknowledged and accepted at the time of execution. This Authority reiterates here that: RERA is a statutory forum for redressal of violations of promoter obligations under the RERA Act. It is not a substitute for a civil court and cannot exercise powers of judicial review over private contracts voluntarily entered into by the parties.

22. This position on the finality and enforceability of voluntary settlements is well-settled in law and finds authoritative support in the judgment of the Hon'ble Supreme Court in *Wg. Cdr. Arifur Rahman Khan & Ors. v. DLF Southern Homes Pvt. Ltd.*, decided on 24.08.2020 and reported in **2020 SCC OnLine SC 667**. In **para 37** of the judgment, the Supreme Court observed:

*"However, the cases of the eleven purchasers who entered into specific settlement deeds with the developers have to be segregated. ... These eleven flat purchasers having entered into specific deeds of settlement, it would be only appropriate and proper if they are held down to the terms of the bargain. We are not inclined to accept the contention... that the settlement deeds were executed under coercion or undue influence since no specific material has been produced on record to demonstrate the same."*

As per the binding precedent in *Arifur Rahman Khan*, once a voluntary settlement is reached and acted upon, it cannot be set aside at the whim of a party unless it is expressly vitiated in a competent forum and that is clearly not the case here.

23. In view of aforesaid observations, the Authority concludes that the present complaint is not maintainable under RERD Act, 2016.
24. Thus, Authority decides to dispose of the captioned **complaint as dismissed**.  
File be consigned to the record room after uploading of the order on the website of the Authority.

  
CHANDER SHEKHAR  
[MEMBER]

  
DR. GEETA RATHEE SINGH  
[MEMBER]

  
NADIM AKHTAR  
[MEMBER]

  
PARNEET S. SACHDEV  
[CHAIRMAN]