



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	3139 of 2022
Date of filing:	29.11.2022
First date of hearing:	14.02.2023
Date of decision:	26.05.2025

Sudhir Dahiya

S/o Sh. Sunehra Singh
R/o Flat No. D-1602, D Block,
16th Floor, JM Arorma,
Plot no. GH-04, Sector 75, Noida,
Gautam Buddha Nagar,
Uttar Pradesh-201301

.....COMPLAINANT

Versus

BPTP Ltd.

Registered office- Plot No. 28,
ECE House, K.G. Marg,
Connaught Circus,
New Delhi-110001

.....RESPONDENT

CORAM: Nadim Akhtar

Member

Chander Shekhar

Member

Present: - Mr. Sudhir Dahiya, complainant himself through VC.

Adv. Hemant Saini, Adv. Neha and Adv. Himanshu Monga, counsels
for the respondent.

ORDER (NADIM AKHTAR –MEMBER)

1. Case of the complainant is that the complainant initially booked a floor in the Respondent's project 'Park Tower' on 22.10.2008 and paid the booking amount of ₹3,06,199/- on 29.10.2009. An earlier payment of ₹2,00,000/- was made on 20.12.2008, within 60 days of the booking, for which a receipt was issued by the respondent.
2. That subsequently, the complainant was informed that the 'Park Tower' project was not in existence. Therefore, the respondent offered an alternative unit in its project 'Park-81', Faridabad. The complainant agreed to switch and the previously paid amount was transferred to the 'Park-81' project. A receipt confirming the fund transfer dated 29.10.2009 was issued by the respondent. Copies of booking and transfer receipts dated 22.10.2008, 20.12.2008 and 29.10.2009 are annexed as *Annexure-C/1*.
3. That the respondent issued a demand letter dated 24.12.2009 towards booking/registration of an independent floor in 'Park-81', Sector-81; Parklands, Faridabad, demanding ₹93,801/- to be paid by 08.01.2010. The complainant made the said payment on 05.01.2010. Copies of the demand letter and receipt are annexed as *Annexure-C/2*.
4. That the respondent thereafter issued an Allotment-cum-Demand Letter dated 16.03.2010 for Unit No. VL1-16-GF, admeasuring 1,402 sq. ft. super built-up



area, with a plot size of 275 sq. yds., raising a demand of ₹4,25,356/- payable by 31.03.2010. The complainant duly paid the said amount within the stipulated time and availed of the Timely Payment Discount. The receipt dated 31.03.2010 was issued by the respondent. Copy of the Allotment letter and receipt is annexed as *Annexure-C/3*.

5. That the respondent issued a demand letter dated 17.05.2012 for External Electrification and Development Charges (EEDC) amounting to ₹1,18,345.22/-, payable by 07.06.2012. The complainant paid the amount on 01.06.2012. Copies of the said demand letter and receipt are annexed as *Annexure-C/4 (Colly)*.
6. That the complainant and the respondent entered into a Builder Buyer Agreement on 19.06.2012. A copy of the agreement is annexed as *Annexure-C/5*.
7. That the respondent issued the next demand letter on 20.03.2013 for the milestone of "Start of Construction", demanding ₹3,81,648.75, payable by 04.04.2013. The complainant paid the amount within the due time and availed of the Timely Payment Discount. Receipt dated 04.04.2013 is annexed along with the demand letter as *Annexure-C/6 (Colly)*.
8. That the respondent issued another demand letter dated 01.11.2013 for "Casting of Ground Floor Slab" for ₹3,46,380.72/-, payable by 16.11.2013.



The Complainant made the payment timely and availed of the discount. Receipt dated 08.11.2013 is annexed as *Annexure-C/7 (Colly)*.

9. That a further demand was raised on 05.12.2013 for "Casting of First Floor Slab" amounting to ₹3,81,112.93/-, to be paid by 20.12.2013. The complainant paid the amount on 09.12.2013 and availed of the discount. Relevant documents are annexed as *Annexure-C/8 (Colly)*.
10. That another demand letter was issued on 06.02.2014 for "Casting of Second Floor Slab" demanding ₹3,80,845.16, payable by 21.02.2014. The complainant made the payment within the timeline and a receipt dated 19.02.2014 was issued. Copies annexed as *Annexure-C/9 (Colly)*.
11. That the respondent issued a further demand on 08.03.2014 for "Start of Brickwork" for ₹3,53,719.37, payable by 24.03.2014. The complainant made the payment on the due date and availed of the Timely Payment Discount. Receipt dated 24.03.2014 is annexed as *Annexure-C/10 (Colly)*.
12. That in view of the Government Notification dated 12.09.2016, the Respondent raised a demand of ₹31,143/- towards VAT via letter dated 10.11.2016, payable by 25.11.2016. The complainant paid the amount on 17.11.2016. Relevant documents are annexed as *Annexure-C/11*.



13. That the complainant, under pressure, signed a settlement deed and withdrew a police complaint filed against the respondent. Copy of the settlement deed and withdrawal of complaint is annexed as *Annexure-C/12*.
14. That till date, the complainant has paid a total sum of ₹33,38,426.65/- towards the said unit. A detailed statement of account is annexed as *Annexure-C/13*.
15. Complainant has filed applications dated 24.01.2024, 03.09.2024, 11.10.2024, 05.12.2024, 15.01.2025, 18.02.2025, 07.05.2025 and 21.05.2025 in the registry of the Authority in support of his pleadings. The Authority has duly taken all these applications on record and considered the same for the proper and just adjudication of the matter.
16. Complainant has sought following reliefs:
 - i. Direct the respondent to pay complainant the delay compensation charges w.e.f. from 18-12-2015 as per prevailing Rule 15 of HRERA Rules, 2017 i.e. SBI MCLR +2% (9.30%) HRERA regulations.
 - ii. The respondent to complete pending work, handover the floor and execute the conveyance deed in favour by the complainant at earliest.
 - iii. Direct the respondent to pay the complainant ₹8,00,000/- (Rupees Eight Lac Only) for mental agony/harassment and for deficiency of service and ₹ 50,000/- (Rupees Fifty Thousand only) towards cost of legal expenses; and



- iv. Pass any other order(s)/ Direction(s) that this Hon'ble Court may deem fit and proper in the present facts and circumstances.

A. REPLY ON BEHALF OF RESPONDENT

Respondent filed a detailed reply on 05.12.2023 pleading therein:

17. That the present complaint is devoid of merits, is misleading and has been filed with an oblique motive. The complainant has suppressed material facts and attempted to mislead this Hon'ble Authority. The respondent vehemently denies all allegations made in the complaint and prays for its outright dismissal with exemplary costs. The booking application form dated 29.10.2009 clearly records the terms and conditions agreed upon by the complainant (Annexure R1).
18. The complainant had booked an Independent Floor in the respondent's project titled "Independent Floors at Park 81", Faridabad. The booking was made via application form dated 29.10.2009 (Annexure R1). In good faith and as a goodwill gesture, the respondent extended an inaugural discount of ₹3,61,150/- to the complainant. In addition, the complainant availed of a Timely Payment Discount of ₹1,18,809/-, as evident from the payment receipts collectively annexed as (Annexure R4). Pursuant to the booking, the complainant was allotted Unit No. VL1-16-GF, admeasuring 1,402 sq. ft. super built-up area vide Allotment Letter dated 16.03.2010 (Annexure R2).



Thereafter, the Flat Buyer Agreement (hereinafter "FBA") was duly executed between the parties on 19.06.2012 (Annexure R3). As per the records, the total sale consideration of the said unit was ₹33,74,206/-, against which the complainant has paid a sum of ₹29,39,618/-, i.e., approximately 86% of the total amount. The payment receipts and demand letters evidencing this are collectively annexed as (Annexure R4).

19. As per Clause 5.1 of the FBA (Annexure R3), the Respondent was obligated to offer possession within 36 months from the date of execution of the agreement, subject to a further grace period of 180 days. However, the agreed timeline was clearly subject to certain conditions, including but not limited to; timely payments by the complainant and circumstances beyond the control of the respondent as covered under Clause 14 (Force Majeure clause). The delay in possession occurred due to multiple unforeseeable and unavoidable circumstances:

- i. Ban on sand mining operations as per the judgment of the Hon'ble Supreme Court in Deepak Kumar v. State of Haryana, 2012.
- ii. Subsequent orders passed by the National Green Tribunal (NGT) between 2015 and 2018 also impacted construction activities



- iii. Directions from Environment Pollution (Prevention and Control) Authority (EPCA) issued in 2019 also led to halts in construction work.
- iv. The nationwide lockdown imposed by the Government of India in March 2020 and subsequent state-level restrictions in Haryana during 2021 severely disrupted construction and supply chains.
- v. Despite continuous follow-ups, the Occupation Certificate (OC) application was submitted only on 12.10.2021.
- vi. The Building Plan had been pending approval since 20.01.2014, despite best efforts from the Respondent.

In light of the above, the Respondent submits that the delay was fully covered under the Force Majeure clause (Clause 14 of FBA) and also qualifies under the Doctrine of Frustration as contemplated under Section 56 of the Indian Contract Act, 1872. Moreover, Clause 20.18 of the FBA (Annexure R3) provides for cancellation of the allotment subject to terms and conditions.

20. That on 20.01.2017, the Complainant voluntarily entered into a Settlement Deed (Annexure R6) with the Respondent. As per the said deed:
 1. A sum of ₹2,80,000/- was paid to the Complainant as compensation
 2. An additional amount of ₹5 per sq. ft., totaling ₹5,04,720/-, was agreed to and paid as part of the settlement.



3. Thus, the Complainant has received a total benefit of ₹7,84,720/-.

The Settlement Deed contains a clear bar under Clause 7, whereby the Complainant waived all future claims, rights, and remedies against the Respondent. This constitutes a novation of contract under Section 62 of the Indian Contract Act, 1872. The legal enforceability of such a settlement has been upheld in various judicial pronouncements, including: **Arifur Rahman Khan & Ors. v. DLF Southern Homes Pvt. Ltd. & Ors.**, Supreme Court of India, **Jagad Bandhu Chatterjee v. Nilima Rani**, AIR 1969 SC 255

21. The present complaint is not maintainable in light of the executed Settlement Deed, which expressly bars any further litigation. Furthermore, the said deed contains an arbitration clause (Clauses 17 and 18), mandating resolution of disputes through arbitration. Additionally, the Occupation Certificate has not been granted yet, thereby making the grant of physical possession currently impossible. As such, the reliefs sought by the Complainant are premature and legally untenable.
22. Lastly, building plans were applied on 20.01.2014, but the same have not been approved till date, due to circumstances beyond the control of respondent. Copy of application of approval of building plan is annexed as Annexure R-7.



23. Respondent has filed applications dated 04.12.2023, 22.04.2024, 05.11.2024, 16.12.2024, 17.02.2025 and 23.05.2025 in the registry in support of his pleadings. The Authority has duly taken all these applications on record and considered the same for the proper and just adjudication of the matter.

B. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

24. Complainant referred to page no. 25 of the complaint book, wherein receipts have been annexed in favour of the complainant. He pointed out that the original project name mentioned in the receipts is "Park Tower", whereas the Settlement Deed later refers to the project as "Park-81". He argued that this change in nomenclature raises concerns regarding the clarity and identity of the project, and such inconsistency impacts the validity and enforceability of the Settlement Deed. He further submitted that as per the Settlement Deed, the respondent was obligated to hand over physical possession of the unit on or before September 30, 2017. However, possession has not been delivered to date and thus, the respondent has failed to fulfil its part of the mutual settlement, entitling the complainant to revoke the said settlement. Complainant also contended that although the respondent was paying delay compensation at the rate of ₹10 per sq. ft., not ₹5 per sq. ft., the respondent has stopped making these payments after a certain period, which further



evidences breach of obligations. With respect to the issue of accessibility to the unit, it was submitted that although there may not be a physical obstruction, there exists a legal hindrance due to a stay order, which restricts construction over the access road. He asserted that this constitutes a legal obstruction that affects the complainant's ability to access the unit. Lastly, he stated that the Local Commissioner has also taken cognizance of the fact that the road is legally obstructed, thereby supporting the complainant's claim that the project is not fully accessible despite the unit being constructed.

25. Learned counsel for the respondent submitted that an application has been filed by the respondent on 23.05.2025 in the registry, wherein it has been stated that the Occupation Certificate (OC) has been restored on 23.05.2025 as per the provisions of the *Haryana Building Code, 2017*, since there was no violation of OC conditions. He placed reliance on the Settlement Deed dated 20.01.2017, annexed as Annexure R-6 (pages 101 to 107 of the reply), and submitted that the said settlement was voluntarily and mutually executed by both parties. The complainant had affixed his signature on each and every page, thereby confirming his unequivocal acceptance of all its terms and conditions. It was argued that once such a comprehensive settlement has been entered into and executed, the complainant cannot now repudiate it merely on



account of a change of mind. Attention of the Authority was invited to page no. 103 of the reply, particularly para 2 of the settlement deed, which states:

"2(i) BPTP will give a special credit of Rs. 280,000/- to the account of the Customer (special credit) and;

2(ii) BPTP shall endeavour to send the offer of possession for the unit on or before September 30, 2017 failing which BPTP shall pay the compensation for delayed possession at the rate of Rs. 5/- per sq. ft. on the super area of the unit to be calculated from October 1, 2017 onwards. It is clarified that this amount shall be adjusted in the offer of possession which will be sent by the BPTP."

26. He further clarified that the respondent has duly complied with Clause 2(ii) of the Settlement Deed and an amount of ₹12,41,944/- has already been paid to the complainant towards delayed possession compensation. Upon enquiry by the Authority regarding proof of payment, the counsel referred to order dated 27.05.2024, specifically para 2, which records: *"Ld. counsel for respondent placed on record cheque dated 24.05.2024 amounting to Rs. 7,37,224/- issued in the name of complainant."* He also pointed out that a further amount of ₹5,04,720/- was disbursed by the respondent on an earlier date. In support of the binding nature of the settlement, he referred to page no. 104 of the Settlement Deed, specifically Para 5, which states: *"That the customer hereby agrees and undertakes to make payment towards balance sale consideration payable in respect of the unit, without any demur or protest."* Additionally, Para 6 of the Settlement Deed states: *"The complainant agrees and undertakes*



to withdraw the complaint and any other complaint filed before any other authority..."These clauses, according to the counsel, clearly demonstrate that the settlement deed is full and final, containing conclusive provisions, and that the complainant has acted upon the settlement, thereby accepting the compensation and reinforcing finality. He placed reliance on the judgment of the Hon'ble Supreme Court in Arifur Rahman Khan & Ors. Vs. DLF Southern Homes Pvt. Ltd. & Ors., Civil Appeal Nos. 6239 and 6303 of 2019, decided on 24.08.2020, particularly para 37, which states:

"37. However, the cases of the eleven purchasers who entered into specific settlement deeds with the developers have to be segregated. In the case of these eleven persons, we are of the view that it would be appropriate if their cases are excluded from the purview of the present order. 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 of the learned Counsel of the Appellants, Mr. Prashant Bhushan that the settlement deeds were executed under coercion or undue influence since no specific material has been produced on record to demonstrate the same."

27. He further cited the case of Bharti Knitting Co. vs. DHL Worldwide Express Courier Division of Airfreight Ltd., referring to para 6, which lays down: "*.....but when there is a specific term in the contract, the parties are bound by the terms in the contract.*" Thus, it was argued that the complainant is bound by the express terms of the settlement deed. On the issue of the



Local Commissioner (LC) report, learned counsel referred to the Authority's order dated 16.12.2024, which had mandated the LC to verify:

1. Whether the unit of the complainant is complete in all respects (habitability); and
 2. Whether the road connected to the unit is unhindered (accessibility).
28. He submitted that with respect to habitability, the LC has clearly reported that

the unit is complete and photos have been annexed to prove the same. However, regarding accessibility, the LC did not annex any photographs of the road. While the LC noted that the dispute over a cultivated portion of land is pending before the Hon'ble Punjab & Haryana High Court, the complainant submitted an order dated 15.12.2023 of the Civil Judge, Faridabad, which seemed relevant, but no photographic proof of road blockage was provided. Ld. respondent counsel emphasized that the LC was directed only to record the factual condition of the unit and road—not to give opinions. He referred to Order 26 Rules 9 and 10 CPC, asserting that the Local Commissioner is not empowered to provide suggestions or make findings of law and can only report physical facts. Further, he argued that in civil proceedings, only the parties impleaded can be considered, and no third party rights or disputes—like those relating to cultivable land—can be adjudicated unless such third parties are formally impleaded. Learned counsel referred to the affidavit dated 23.05.2025, stating that photographs have been annexed at pages 10, 125-137,



and 154 of the reply showing that the unit is accessible via the existing road. He also pointed out that other allottees are residing in the project and conveyance deeds have been executed, indicating that the project is functional. He relied on the judgment of Dharmender Singh Yadav vs. Narender Singh Yadav & Others, wherein in para B it was held that:

"Appointment of Local Commissioner sought to ascertain these facts—Held, appointment of local commissioner was not necessary and would amount to creating evidence in favour of the petitioner."

Additionally, he referred to the decision of the Hon'ble Rajasthan High Court in Neeta Rawal vs. Kishanlal & Ors., where it was held that:

"It is merely intended to assist the Court regarding physical status of the property in question."

He further cited the judgment titled Jamil Ahmed Taban & Ors. vs. Khair Ul-Nisa & Ors., wherein para 15 clarified:

"The commissioner was appointed only to inspect the premises and ascertain the persons who were in possession of the premises. To that extent only the report stands proved."

Lastly, he invited the attention of the Authority to Clause 6.1 of the Agreement, which reads:

"6.1 Subject to terms & Conditions mentioned in this agreement specifically in Clause no 14 herein or any other circumstances not anticipated and beyond the control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities, the Seller/Confirming Party is unable to or fails to deliver possession of the Floor to the Purchaser(s) within 42 months from the date of sanction of the building plan or execution of the Floor Buyer's Agreement, whichever is later, as



envisaged under this Agreement, then in such case, the Purchasers) shall be entitled to give notice to the Seller/Confirming Party, within 90 (ninety) days from the expiry of the said period of 42 months for terminating this Agreement. In that event, the Seller/Confirming Party shall be at liberty to sell and/or dispose of the Floor to any other party at such price and upon such terms and conditions as the Seller/Confirming Party may deem fit without accounting to the Purchasers) for the sale proceeds thereof. Thereafter, the Seller/Confirming Party shall, after sale of the Floor, within (120) one hundred and twenty days from the date of full realisation of the sale price, refund to the Purchaser(s), without any interest, the balance of the amounts paid by him in respect of the Floor, without deduction of Earnest Money but after deduction of any interest paid, due or payable, and any other amount of a non-refundable nature including brokerage paid by the Seller/Confirming Party to the broker, in case the booking is done through a broker..”

29. In light of the above, he submitted that if the complainant is not satisfied with the possession offered, the respondent is ready and willing to refund the amount received from the complainant, in accordance with the agreement.
30. Learned counsel for the respondent also referred to page no. 102 of the reply, wherein the unit number allotted to the complainant is clearly mentioned and asserted that the complainant has already received a total amount of ₹12,41,944/- on account of delay in possession, in compliance with the terms of the Settlement Deed dated 20.01.2017. He contended that the complainant, having accepted the said amount without protest, is now attempting to unjustly claim additional delay interest, which is impermissible under the settled terms. It was further submitted that such action on the part of the



complainant is nothing but a tactic to extract extra compensation beyond what was mutually agreed, and hence, is devoid of merit.

C. ISSUE FOR ADJUDICATION

31. Whether the present complaint is maintainable under RERA, Act 2016 in view of a duly executed and acted upon Settlement Deed dated 20.01.2017 entered into by the complainant and the Respondents?
32. Whether the complainant can be granted the reliefs claimed?

D. OBSERVATIONS AND DECISION OF AUTHORITY

33. 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 complainant booked a unit in the real estate project; "Park-81, Faridabad" being developed by the promoter namely; "Countrywide Promoters Pvt. Ltd. and BPTP Ltd." and in consonance to the same, complainant was allotted unit no. VL1-16-GF, in the project known as "Park-81, Faridabad through allotment cum demand letter dated 16.03.2010. Builder Buyer Agreement was executed between the parties on 19.06.2012. Complainant has paid a total sum of ₹33,38,426/- against the total sale consideration of the unit. Lastly, settlement deed has been duly executed and mutually signed between the parties on 20.01.2017.



34. The issue which has to be adjudicated by the Authority is whether the present complaint is maintainable under RERA in view of a duly executed and acted upon Settlement Deed dated 20.01.2017 entered into by the Complainant and the Respondent.
35. To adjudicate the same, Authority has carefully examined the settlement deed dated 20.01.2017, which is annexed by the complainant as Annexure- C-12 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 Complainant and the Respondents voluntarily entered into a Settlement Deed dated 20.01.2017 for full and final resolution of all disputes, claims, and grievances relating to Unit No. VL1-16 on the ground floor in the Respondent's project namely Park-81, Faridabad. The key terms and conditions of the Settlement Deed are summarized as follows:

Clause B- *Thereafter the customer was subsequently allotted unit no. VL1/16 on the ground floor, having a tentative super build up area of 1402 sq. ft. in the project Park-81 being developed by BPTP at Sector-81, Faridabad (Unit).*

Clause 2(i)- *BPTP will give special credit of Rs. 2,80,000/- to the account of the customer.*

Clause 2(ii) *BPTP shall endeavour to send the offer of possession for the unit on or before September 30, 2017 failing which BPTP shall pay the*



compensation for delayed possession at the rate of Rs. 5/- per sq. ft. on the super area of the unit to be calculated from October 1, 2017 onwards. It is clarified that this amount shall be adjusted in the offer of possession which will be sent by BPTP.

Clause-7, *That the customer in lieu of the settlement envisaged hereinabove further agrees and undertakes that all its grievance, claims, allegations, against the company with regard to the unit or the transaction in general with the company, have finally been settled and laid to rest and the customer shall not raise any claims against the company at any point 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's agreement for the unit.*

The Complainant unequivocally declared that he had no further claims, demands, or grievances against the Respondent and undertook 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.

36. The Authority has further observed that the Complainant acted in accordance with the Settlement Deed and took steps in furtherance of the settlement:

- i. Complainant availed the benefit of the special credit of ₹2,80,000/- as agreed in the clause 2(i) of the settlement agreement.
- ii. Complainant also received an amount of ₹12,41,944/- in accordance with clause 2(ii) of the agreement, which clarified that in case of delay in possession, the respondent shall pay the interest accrued on account of delay in handing over of possession of the unit to the complainant.

These facts demonstrate that the Complainant acted upon the settlement and acquiesced to its terms through his 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.

37. 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. Although the complainant, during the course of proceedings—specifically in orders dated 19.12.2023, 27.05.2024, and 04.11.2024—challenged the validity of the Settlement Deed on the ground that it was executed under duress, the Authority is of the considered view that mere oral assertions, unsubstantiated by cogent evidence, cannot be accepted as proof of coercion. Accordingly, the Authority, vide its order dated 19.12.2024, granted the complainant an opportunity to substantiate this claim by directing him to file an appropriate application supported with material evidence demonstrating that the execution of the Settlement Deed was not voluntary. However, on the subsequent hearing dated 27.05.2024, the complainant sought an adjournment for compliance with the said direction. Thereafter, the complainant filed an application dated 11.10.2024, purportedly in compliance with the directions issued by the Authority on 19.12.2024 and 27.05.2024. In this application, the complainant annexed copies of emails addressed to the respondent wherein he repeatedly sought possession of the unit as promised under the Settlement Deed. The Authority has examined the contents of these emails and observes that they merely reflect the



complainant's follow-up regarding fulfillment of post-settlement obligations by the respondent. These communications, at best, show dissatisfaction with the performance of obligations under the Settlement Deed, but do not in any manner demonstrate that the Settlement Deed was signed under coercion or duress. There is no contemporaneous record, complaint, or any protest lodged by the complainant prior to or at the time of execution of the Settlement Deed alleging any undue pressure or coercive circumstances. Hence, the Authority finds no credible basis to hold that the complainant was under duress at the time of signing the Settlement Deed.

38. Further, the Complainant's signatures appear on every page of the document, further suggesting that the terms were duly acknowledged and accepted at the time of execution. The Authority has also cross checked the signatures done on the complaint book and the signatures on the settlement deed which are the same. Moreover, there is no evidence of mental incapacity, undue influence, or procedural unfairness in the negotiation or execution of the settlement agreement. The absence of such vitiating elements precludes the Authority from interfering with the terms of a valid private contract. This Authority reiterates 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. Once the dispute has been contractually resolved out of the court and the terms have been acted upon, RERA cannot entertain a fresh complaint to override, vary, or annul such settlement—unless a civil court has declared the settlement deed to be vitiated or void. To allow otherwise would be tantamount to RERA sitting in appeal over valid contracts, which is beyond the legislative mandate and would amount to judicial overreach.

39. Under Section 31 of the Real Estate (Regulation and Development) Act, 2016, this Authority is empowered to adjudicate complaints related to non-compliance with statutory duties imposed upon promoters under the Act, the Rules, or the Regulations made thereunder. However, where parties voluntarily enter into a private settlement that resolves all outstanding claims and the same is subsequently acted upon, the Authority cannot reopen or set aside such a settlement unless there is a continuing statutory breach or the agreement itself stands vitiated under law.
40. 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."

The Court unequivocally held that where a settlement deed is voluntarily and specifically executed and no evidence of coercion, fraud, or undue influence is adjudicated, the signatory cannot repudiate the settlement unilaterally. This pronouncement aligns precisely with the present case as the Complainant voluntarily signed the Settlement Deed after due deliberation. The Complainant has benefited from the agreed terms (special credit + delay compensation). There is **no credible evidence** produced to suggest that the Settlement Deed was signed under any form of coercion, fraud, misrepresentation, or undue influence. 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.

41. Having derived benefits under the Settlement Deed—namely, waiver of dues, receipt of compensation, the Complainant is estopped in law from challenging the validity of the same at a later date. To allow otherwise would encourage parties to reopen settled contracts for personal gain, which would be contrary



to the principles of commercial certainty, contractual sanctity and the rule of law. The doctrine of waiver and promissory estoppels squarely applies in this case. Hence, the Authority concludes that the present complaint is not maintainable under RERA Act, 2016.


42. As the Authority has already held that the present complaint is not maintainable under RERA Act, 2016 as such the reliefs claimed by the complainant cannot be granted. Thus, the Authority is not commenting on the merits of this case at this stage.
43. The complainant is also seeking compensation of ₹8,00,000/- for mental agony/harassment and for deficiency of service and ₹50,000/- (Rupees Fifty Thousand only) towards cost of legal expenses. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the



complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

44. After thorough consideration, Authority concludes that the present complaint lacks merit and appears to be an attempt to misuse of legal proceedings for personal gain. This case is an example of litigation pursued in bad faith, aimed at exerting undue pressure on the respondent rather than addressing genuine grievances. Furthermore, under the Real Estate (Regulation and Development) Act, 2016, the legislation is intended to protect allottees who suffer due to the unfair practices of real estate promoters, not to facilitate unjust enrichment at the expense of developers who have acted in accordance with the law. Given that the complainant received a discount and compensation as per the terms of the agreement, the reliefs sought are not maintainable under HRERA Act, 2016.

45. Thus, Authority decides to dispose of the captioned **complaint as dismissed**. Hence, the captioned complaint is accordingly **disposed of as dismissed** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]