

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Complaint filed on: 29.09.2023

Date of decision: 06.08.2025

NAME OF THE BUILDER		1. M/s Samyak Projects Private Limited and 2. M/s Ansal Housing Limited	
PROJECT NAME		Ansal Heights at Sector 86, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/4425/2023	Nidhi Rekhan Vs. 1. M/s Samyak Projects Private Limited 2. M/s Ansal Housing Limited	Mr. Manish Kaushik (Advocate) Mr. Amandeep Kadyan (Advocate) Mr. Shankar Wig (Advocate)
2.	CR/4446/2023	Preeti Rekhan Vs. 1. M/s Samyak Projects Private Limited 2. M/s Ansal Housing Limited	Mr. Manish Kaushik (Advocate) Mr. Amandeep Kadyan (Advocate) Mr. Shankar Wig (Advocate)

CORAM:

Shri Ashok Sangwan

Member

ORDER

1. This order shall dispose of the aforesaid complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the

- Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
- The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Ansal Heights" situated at Sector 86, Gurugram being developed by the same respondent/promoter i.e., "M/s Samyak Projects Pvt. Ltd." The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges and assured returns.
 - The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"Ansal Height 86", Sector 86, Gurugram, Haryana
Nature of the project	Group Housing Colony
DTCP License No. and other details	48 of 2011 dated 29.05.2011 valid up to 28.05.2017
HRERA Registered	Not Registered
Occupation/Completion Certificate obtained on	Not Obtained

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Date of execution of BBA	Total Sale Consideration / Total Amount paid by the complainants	Relief sought
1.	CR/4425/2023 Nidhi Rekhan Vs.	A-1201 and B-1301 on	20.07.2016 (Page 10 of the complaint)	TSC- Rs. 1,11,90,000/- AP- Rs. 1,00,00,000/-	<ul style="list-style-type: none"> • Possession • DPC • Assured returns • Registration of the plot

	M/s Samyak Projects Private Limited and Ansal Housing Limited DOF: 29.09.2023 Reply: 07.04.2025 by Respondent no.1 and 04.09.2024 by Respondent no.2	12 th and 13 th Floor 4476 sq. ft. (Page 12 of the complaint)		(Agreement at page 12 of the complaint)	<ul style="list-style-type: none"> • Take action against respondents for violation of Section 13 of the Act. • Take action against respondents for violation of Section 3 and 4 of the Act.
2.	CR/4446/2023 Preeti Rekhan Vs. M/s Samyak Projects Private Limited and Ansal Housing Limited DOF: 29.09.2023 Reply: 07.04.2025 by Respondent no.1 and 04.09.2024 by Respondent no.2	B-1203 on 12 th Floor 1895 sq. ft. (Page 12 of the complaint)	20.07.2016 (Page 10 of the complaint)	TSC- Rs. 1,11,90,000/- AP- Rs. 1,00,00,000/- (Agreement at page 12 of the complaint)	<ul style="list-style-type: none"> • Possession • DPC • Assured returns • Registration of the plot • Take action against respondents for violation of Section 13 of the Act. • Take action against respondents for violation of Section 3 and 4 of the Act.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
DPC	Delayed possession charges
TSC	Total sale consideration
AP	Amount paid by the allottee/s

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the physical possession of the unit along with delayed possession charges and assured returns.
5. The facts of both the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/4425/2023 titled as "Nidhi Rekhan Vs. M/s Samyak Projects Private Limited and Ansal Housing Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

6. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/4425/2023 titled as "Preeti Rekhan Vs. M/s Samyak Projects Private Limited and Ansal Housing Limited"

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Height 86", Sector 86, Gurugram
2.	Nature of the project	Group Housing Colony
3.	RERA registered or not registered	Not Registered
4.	DTCP license	48 of 2011 dated 29.05.2011 valid up to 28.05.2017
5.	Unit no.	A-1201 and B-1301 on 12 th and 13 th floor (Agreement at page 12 of complaint)
6.	Unit admeasuring	4476 sq. ft. (page 16 of complaint)
7.	Date of execution of agreement	20.07.2016 (page 10 of complaint)

8.	Corrigendum agreement between complainant and respondent	06.09.2017- Clause 6 and 7 of BBA substituted by the respondent (page 15 of complaint)
9.	Assured returns clause	Clause 5 <i>"Since the Allottee has opted for DOWN PAYMENT PLAN, the FIRST PARTY hereby agrees and assures and undertakes to pay to the allottee an assured return of 24% per annum on the amount paid by the allottee. The assured return shall be paid annually commencing from the execution of this agreement and the allottee shall be entitled to the same till the termination of this Agreement."</i> (Emphasis supplied) (As on page no. 12 of complaint)
10.	Total sale consideration	Rs.1,11,90,000/- (Agreement at page 12 of complaint)
11.	Amount paid by the complainant	Rs.1,00,00,000/- (Agreement at page 12 of complaint)
12.	Occupation certificate	Not obtained
13.	Offer of possession	Not offered

B. Facts of the complaint

7. The complainant has made following submissions in the complaint:

- That the respondents are a Pvt. Ltd. Company, engaged in construction of residential and commercial complexes. That the respondents entered into a Joint Venture Agreement for the construction, marketing and development of the Residential project being "Ansal Height 86" situated in Sector-86, Village Nawada, Fatehpur, Gurugram.
- That by alluring the complainant by showing a rosy picture of the Project "Ansal Heights 86", Sector - 86, Gurugram, the respondents, accepted Rs. 50,00,000/- as investment amounting to about 98% of the total sale consideration from the complainant and allotted flats to the complainant bearing no. A-1201 on 12th Floor and E-1301 on 13th

Floor having a total area admeasuring about 4476 sq. ft. and entered into a memorandum agreement dated 20.07.2016. It was assured under the said MOU that the said project will be completed in stipulated time on one year and that complainant will also be provided assured return at 24% per annum.

- c) That the respondents was also liable to pay the complainant assured returns amount at 24% per annum from 20.07.2016 till date.
- d) That it is further pertinent to mention that the respondents even after accepting over 95% of the total sale consideration for the units allotted to the complainant, failed to execute an Agreement to Sale with the complainant, being in complete violation of Section 13 of the RERA Act, 2016.
- e) That it is also pertinent to mention that till date, the respondents have failed to register the subject project with RERA, being on violation Section 3 and 4 of the RERA Act, 2016.
- f) That the respondents also issued various cheques from time to time, however, the cheques issued by the respondents got dishonored or were replaced with fresh cheques which also got dishonored. Hence, the sum and substance is that the complainant only got cheques from time to time however no cheques were ever honored.
- g) The respondent has failed to make payment of the assured returns at 24% per annum from the date of execution of the agreement till date, hence the respondent is liable to pay Assured Return amounts at 24% per annum to the complainant.
- h) That the respondents are liable to give possession of the units bearing no. A-1201 on 12th Floor and E-1301 on 13th Floor having a total area admeasuring 4476 sq. ft. in the Project "Ansal Heights 86", Sector

86, Gurugram to the complainant and also pay delay possession charges at the prescribed rate of interest from due date of possession till handing over the possession of the units mentioned above.

C. Relief sought by the complainant

8. The complainant has sought the following relief(s):

- I. Direct the respondent to pay delay possession charges from due date of possession till handing over the possession.
 - II. Direct the respondent to pay assured returns @ 24% per annum as agreed by respondent from 20.07.2016 till date.
 - III. Direct the respondent handover the possession of the units allottee to the complainant immediately and execute all necessary and required documents for transferring/conveying the ownership of the units allotted.
 - IV. Take appropriate action against the respondents for violation of Section 13 of the RERA Act, 2016.
 - V. Take appropriate action against the respondents for violation of Sections 3 and 4 of the RERA Act, 2016.
9. On the date of hearing, the authority explained to the respondents about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by Respondent no.1

10. The Respondent No.1 i.e., "M/s Samyak Projects Private Limited" has contested the complaint on the following grounds:

- a) That the complainant has failed to apprise the said facts before the Authority and even during the hearing dated 02.02.2024 it was submitted that "Learned counsel for complainant submitted that there are chances of settlement in between the parties so case may be listed

- before the authority on 03.04.2024". The counsel for the complainant seeks adjournment to file the settlement deed.
- b) That despite seeking multiple opportunities i.e., on 03.04.2024, 29.05.2024 to bring on record the Settlement Deed , the complainant has miserably failed to bring the same before the Hon'ble Court, let alone has been misguiding the court all along and has failed to apprise the Authority about the Settlement Deed.
- c) That the complainant has already received the total amount from the respondent no.1 with respect to the unit E-1301 at 13th Floor in the project " Ansal Heights 86" in question and thereafter receipt of the total amount the complainant has already forgone any rights upon the said unit against which the complainant has filed the present complaint.
- d) To the utter shock and dismay of the Respondent No.1, the complainant failed to inform the court that the complainant had already received the total amount and was willing to pursue the matter by misleading the court. Here the complainant has only intention to harass the respondent at the cost of presenting wrong facts and misleading the court.
- e) That even after receiving the total amount from the respondent the complainant has not withdrawn the proceedings intentionally. The complainant had a malafide intention to pursue the present case against the Respondent No.1 to further blackmail and harass the Respondent No.1 to extort additional money from the respondent.
- f) That complainant has no locus to file the complaint and further has no cause of action accruing in his favour.
- g) That the complainant's failure to disclose this important factor to the Court that they have already received the total amount further weakens the credibility of their claim.

- h) That it is clear that the complainant is having malicious intent and is using the legal process in a frivolous and vexatious manner, with the sole intent of gaining wrongfully and wasting the time of the Hon'ble Court. The complaint has no merit, and it appears to be an attempt to harass and cause unnecessary delay in a matter.
- i) That the Hon'ble Authority has imposed a cost on the Respondent no.1 to file the reply. However, the complainant cannot take the benefit of his own wrong as the said complaint is filed on conjectures and surmises and lacks merit. For equity one must come to the court with clean hands.
- j) In light of the above, the respondent respectfully requests that this Hon'ble Court not only dismiss the complaint but also impose substantial costs on the complainant for misleading the court. The complainant's actions are a blatant misuse of the legal system, and it is only fair that they bear the costs of this baseless litigation, which has caused unnecessary waste of the Court's time and resources.

E. Reply by Respondent no.2:

11. The Respondent No.2 .e., **"Ansal Housing Limited"** has contested the complaint on the following grounds:
- a) That the present complaint is neither maintainable nor tenable by both law and facts. It is submitted that the present complaint is not maintainable against the answering respondent as the answering respondent is not a party to the Memorandum of Undertaking dated 20.07.2016. The present complaint is liable to be dismissed on this ground alone.
- b) That even otherwise, the complainant has no locus-standi and cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an

incorrect understanding of the terms and conditions of the buyer's agreement dated 20.07.2016, which is evidentiary from the submissions made in the following paragraphs of the present reply.

- c) That despite there being a number of defaulters in the project, the respondent itself infused funds into the project and has diligently developed the project in question. It is also submitted that the construction work of the project is swing on full mode and the work will be completed within the prescribed time period as given by the respondent to the authority.
- d) That without prejudice to the aforesaid and the rights of the respondent, it is submitted that the respondent would have handed over the possession to the Complainant within time had there been no force majeure circumstances beyond the control of the respondent, there had been several circumstances which were absolutely beyond and out of control of the respondent such as orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble Punjab & Haryana High Court duly passed in Civil Writ Petition No.20032 of 2008 through which the shucking /extraction of water was banned which is the backbone of construction process, simultaneously orders at different dates passed by the Hon'ble National Green Tribunal thereby restraining the excavation work causing Air Quality Index being worst, may be harmful to the public at large without admitting any liability. Apart from these the demonetization is also one of the major factors to delay in giving possession to the home buyers as demonetization caused abrupt stoppage of work in many projects. The sudden restriction on withdrawals led the respondent unable to cope with the labour pressure. However, the respondent is carrying its business in letter and

spirit of the Villa Buyer Agreement as well as in compliance of other local bodies of Haryana Government.

- e) That the respondent is carrying his business in letter and spirit of the Villa Buyer Agreement but due to COVID"19 the lockdown was imposed throughout the country in March, 2020 which badly affected the construction and consequently respondent was not able to handover the possession on time as the same was beyond the control of the respondent.
- f) That similar lockdown was imposed in the year 2021 which extended to the year 2022 which badly affected the construction and consequently respondent was not able to handover the possession on time as the same was beyond the control of the respondent.
- g) That without admitting or acknowledging the truth or legality of the allegations advanced by the Complainant and without prejudice to the contentions of the respondent, it is respectfully submitted that the provisions of the Act are not retrospective in nature. The provisions of the Act cannot undo or modify the terms of an agreement duly executed prior to coming into effect of the Act. It is further submitted that merely because the Act applies to ongoing projects which are registered with the Authority, the Act cannot be said to be operating retrospectively.
- h) That it is submitted that several allottees have defaulted in timely remittance of payment of installment which was an essential, crucial and an indispensable requirement for conceptualization and development of the project in question. Furthermore, when the proposed allottees defaulted in their payment as per schedule agreed upon, the failure has a cascading effect on the operation and the cost for proper execution of the project increases exponentially whereas

enormous business losses befall upon the respondent. The respondent, despite the default of several allottees has diligently and earnestly pursued the development of the project in question and has constructed the project in question as expeditiously as possible. The construction of the project is completed and ready for delivery, awaiting occupancy certificate which is likely to be completed by the year 2022.

- i) The Central Government levied such taxes, which are still beyond the control of the respondent, it is specifically mentioned in Clause 7 & 8 of the Builder Buyer's Agreement, vide which complainants were agreed to pay in addition to basic sale price of the said unit he/she/they is/are liable to pay EDC, IDC together with all the applicable interest, incidental and other charges inclusive of all interest on the requisite bank guarantees for EDC, IDC or any other statutory demand etc. The complainant further agreed to pay his proportionate share in any future enhancement/additional demand raised by authorities for these charges even if such additional demand raise after sale deed has been executed.

F. Maintainability of the complaint:

12. The foremost issue requiring determination in the present matter is whether the complaint is maintainable before this Authority in light of the assertion made by Respondent No.1 regarding the existence of a settlement agreement between the parties.
13. Respondent No.1 has submitted that the complainant has already settled all claims pertaining to the subject unit pursuant to a Memorandum of Understanding dated 09.01.2024 and has allegedly received partial settlement amount. It is the respondent's contention that having entered into a private settlement, the complainant is estopped from seeking further

relief before this Authority, and that any grievance arising out of or in relation to the settlement deed ought to be adjudicated by a court of competent civil jurisdiction.

14. The Authority is of the view that once a matter is settled by mutual agreement, the adjudication of disputes pertaining to the enforcement, validity, or interpretation of such contractual settlements, especially where questions of fact and evidence are involved is not maintainable before the Authority. Further, the complainant is already pursuing the said settlement deed dated 09.01.2024 before other forums. Same can be inferred from Civil Court order placed on record by the complainant by way of rejoinder to the complaint. Thus, such disputes being civil in nature fall squarely within the domain of a civil court or other competent forum having appropriate jurisdiction. The powers of this Authority are limited to determining contraventions under the Real Estate (Regulation and Development) Act, 2016, and to directing compliance with obligations arising under the Act and rules made thereunder.
15. Accordingly, in view of the existence of an alleged settlement between the parties, and in the absence of any material placed on record to indicate ongoing contravention of statutory provisions post-settlement, the Authority holds that the present complaint is not maintainable. The complainant, if aggrieved by any aspect of the alleged settlement or its execution, he is at liberty to approach a court of competent jurisdiction for appropriate relief.
16. For the reasons stated hereinabove, the **complaint is dismissed on the ground of non-maintainability**, without prejudice to the rights of the complainant to pursue appropriate legal remedies before a competent civil forum.

17. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
18. The complaints stand dismissed. True certified copy of this order shall be placed in the case file of each matter.
19. Files be consigned to registry.

Dated: 06.08.2025



HARERA
GURUGRAM

Ashok Sangwan
Member
Haryana Real Estate
Regulatory Authority,
Gurugram