

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

<b>PROCEEDINGS OF THE DAY</b>		<b>48-54</b>
Day and Date	Tuesday and 05.08.2025	
Complaint No.	<p>CR/97/2024 Case titled as Upasana Mahajan VS Orris Infrastructure Private Limited &amp; ors.</p> <p>CR/138/2024 Case titled as Mudit Bhasin VS Orris Infrastructure Private Limited ors.</p> <p>CR/168/2024 Case titled as Ashish Wadhwa and Rita Wadhwa VS Orris Infrastructure Private Limited &amp; ors.</p> <p>CR/313/2024 Case titled as Perminder Singh VS Orris Infrastructure Private Limited &amp; ors.</p> <p>CR/646/2024 Case titled as Pooja Kohli VS Orris Infrastructure Private Limited &amp; ors.</p> <p>CR/658/2024 Case titled as SK Mahajan and Suman VS Orris Infrastructure Private Limited &amp; ors.</p> <p>CR/667/2024 Case titled as Bela Khanna VS Orris Infrastructure Private Limited &amp; ors.</p>	
Complainant	Upasana Mahajan	
Represented through	Shri Harsh Jain Advocate	
Respondent	Orris Infrastructure Private Limited & MCG & DTCP Haryana	
Respondent Represented	Ms. Charu Rustagi Advocate	
Last date of hearing	15.05.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	



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HARYANA REAL ESTATE REGULATORY AUTHORITY  
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

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### Proceedings-cum-order

The present complaint was filed on 30.01.2024 and reply on behalf of respondent no.1 was received on 21.03.2024 along with application for dismissal of complaint under O7 R11 of CPC.

The counsel for the complainant states that the senior arguing counsel is not available and he has no instructions to argue in the matter and seeks an adjournment.

The counsel for the respondent states that a compromise deed/settlement deed dated 02.06.2018 was executed between the parties wherein the respondent has agreed to pay the assured return as per the rectical J to the complainants till 15.08.2020 and same are paid. Also, as per the rectical K of the said agreement no further claims are pending towards the complainant on respondent. She further states that the said settlement deed has never been challenged or set aside. In view of the same, the complaint is liable to be dismissed.

Submissions Heard. The matter is pending since January 2024 and there is no justification in delayinng the matter any further.

The Authority observes that a settlement agreement was executed between the complainants and respondent on 02.06.2018. The said settlement agreement categorically states that the parties have mutually decided and agreed upon the compensation to be paid by the respondent and as per recital - K of the said agreement it is stated that the agreement is full and final settlement qua all the known and unknown charges, suits, arbitration claim, complaints, claims, grievances, liabilities etc. The said rectical J and K is reiterated below:

*"J. The Parties have now discussed and agreed to settle the matter. The Parties have mutually decided and agreed that the Company shall pay all the arrears of Assured Return to the Financial Creditors (till May 2018) and **shall further issue post-dated cheques to pay future Assured Return till 15.08.2020**, subject, to the terms of the MOU. The manner of payment by the Company to Financial Creditors and other obligations/conditions as agreed between the Parties is set out in this Agreement.*

*K. Subject to compliance of, and without prejudice to, the terms and conditions of this Agreement, the Parties herein acknowledge and*



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*assure each other that this Agreement is a full and final settlement qua all the known and unknown charges, suits, arbitration claims, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, and suffering, mental anguish, emotional distress, expenses (including attorneys' fees) and punitive damages, of any nature whatsoever, known or unknown save and except the statutory/govt authority charges, fees, levies and taxes levied in future (with prospective effect or retrospective effect) qua the said allotted office space after the execution of settlement agreement."*

The Authority has gone through the pleadings and is of the considered view that the present complaint is not maintainable in view of the comprehensive settlement agreement dated 02.06.2018 and is hence dismissed.

Matter stands disposed off. File be consigned to registry

Ashok Sangwan  
Member

Arun Kumar  
Chairman  
05.08.2025