



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	41 of 2024
Date of filing:	12.01.2024
First date of hearing:	26.02.2024
Date of decision:	03.11.2025

Kanan Jaiswal

W/o Sh. Pradeep Jaiswal
R/o A-65, Manu Apartments,
Mayur Vihar Phase-I,
New Delhi-110091

Versus

.....COMPLAINANT

1. TG Buildwell Pvt. Ltd.

Registered Office: Khasra No. 646653,
Tivoli Garden, Chattarpur, Delhi

2. Wellworth Homes Pvt. Ltd.

Registered office- 1497,
Bhardwaj Bhawanwazir Nagar, Kotla
Mubarkpur, New Delhi

.....RESPONDENTS

Present: - None for the complainant.

Adv. Akshat Mittal, counsel for the respondents through VC.

ORDER (NADIM AKHTAR –MEMBER)

1. Case of the complainant is that the Respondents launched a residential housing project under the name and style of “Tivoli Holiday Village” situated in Village Daruhera, Tehsil & District Rewari, Haryana (hereinafter referred to as “*the said Project*”).
2. That the Complainant was allotted Unit No. TG-II/SA1205, in the said Project (no copy of allotment letter is attached). Subsequently, an Apartment Buyer Agreement was executed between the Complainant and the Respondents in November, 2008, wherein it was represented that the Respondents were in the process of developing the said land for residential purposes. The Complainant was required to make payments as per Plan-B: Construction Linked Payment Plan. A copy of the first page of Apartment Buyer Agreement without any date is annexed as Annexure – 4.
3. That the Complainant, in compliance with the agreed payment plan, made payments towards the said unit from time to time. However, despite receipt of the payments, the Respondents started sending various letters/demand notices from time to time alleging that certain amounts were due from the Complainant. The said letters were contrary to the agreed Construction Linked Plan and were sent with the sole intention to harass and pressurize the Complainant. Copies of such letters are annexed as Annexure – 5 to 10.



4. That the Complainant, upon receiving such false and arbitrary demands, was constrained to write a letter dated 19.01.2016 to the Respondents, stating that the Complainant had already submitted all required loan documents to the Respondents. However, despite repeated follow-ups, the Respondents did not process the said documents nor responded to the Complainant's request. A copy of the Complainant's letter along with speed post receipt is annexed as Annexure – 11.
5. That as per the terms of the Apartment Buyer Agreement, Respondents were obligated to hand over the possession of the unit within 30 months (two and a half years) from the date of execution of the Agreement. However, despite the lapse of more than fifteen years, the Respondents have failed to complete the construction. Even as of date, the project has not reached the ground floor stage. That after several communications, the Respondents issued yet another demand letter dated 30.04.2017, raising an illegal demand along with interest, which further demonstrates the dishonest and mala fide intention of the Respondents. A copy of the said demand letter is annexed as Annexure – 12.
6. That the Complainant also sent an email dated 02.06.2017 to the Respondents reiterating that the loan documents had already been submitted. However, the Respondents continued to ignore the Complainant's communications. A copy of the said email is annexed as Annexure – 13.



7. That thereafter, to the utter shock of the Complainant, the Respondents issued a Notice dated 15.01.2019, illegally forfeiting the principal amount paid by the complainant and cancelling the allotment of the said unit without any justification or breach on part of the Complainant. A copy of the said notice is annexed as Annexure – 14.
8. That the Complainant had already paid a sum of ₹8,04,700/- (Rupees Eight Lakh Four Thousand Seven Hundred Only), which constitutes more than 25% of the total sale price of ₹26,00,000/- (Rupees Twenty-Six Lakh Only). Despite receiving such substantial amount, the Respondents have failed to complete the construction or offer possession, which clearly constitutes deficiency in service and unfair trade practice.
9. That even after the passage of around fifteen (15) years from the date of allotment, construction of the project remains incomplete. It is evident that the Respondents never had any bona fide intention to develop or deliver the said project and has falsely induced the Complainant and other buyers to extract money under false pretenses.
10. In light of the above facts and circumstances, the Respondents have clearly failed to fulfil its contractual obligations and violated the provisions of the RERA Act. The Respondents are therefore liable to refund the amount paid



by the Complainant along with interest and compensation for delay and mental agony.

11. Complainant has sought following reliefs in the present complaint:-

- i. That the Respondents may kindly be directed to refund the amount of Rs. i.e. INR 8,04,700/- (Rupees Eight Lakhs Four Thousand Seven Hundred Only) which was paid by the Complainant over the years along-with interest at the rate of 18% per annum to be calculated from 22.09.2008 till date.
- ii. That the Respondents may kindly be directed to pay an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) as litigation expenses incurred by the Complainant.
- iii. That the Respondents may kindly be penalized for contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 including but not limited to those under Section 18 & Section 19(4) and also for cheating and defrauding the Complainant.
- iv. Any other relief/direction as may be directed by this Hon'ble Authority in the interest of the Complainant.



A. REPLY ON BEHALF OF RESPONDENTS

Respondents filed a detailed reply on 16.09.2024 pleadings therein:-

12. That the complainant has not approached the Hon'ble Haryana Real Estate Regulatory Authority, Panchkula with clean hands, being in massive default of payments, and has filed the instant complaint by concealing various material aspects only to mislead the Hon ble Bench.
13. That the complaint has been filed without any cause of action, and there is a massive concealment on part of the complainant. It is hereby extremely important to mention that settlement has already taken place between the parties on 02.06.2023, and the documents pertaining to the same are annexed as Annexure R-1.
14. That the above entailed settlement dated 02.06.2023 has not been attached in the complaint filed by the complainant, and the complainant has not even made a whisper qua the same in the entire complaint. That the said settlement had been duly signed by the complainant herself. The complainant had agreed and undertaken as follows:-

That the respondents had handed over 3 cheques to the complainant in view of the full and final settlement, the details whereof are as follows:-

- i. Cheque No. 000104 dated 30.12.2023, drawn on Bank of Baroda, G.K. II Branch, New Delhi for an amount of Rs. 1,92,000/-



ii. Cheque No. 000105 dated 30.01.2024, drawn on Bank of Baroda, G.K.

II Branch, New Delhi for an amount of Rs. 1,92,000/-

iii. Cheque No. 000106 dated 28.02.2024, drawn on Bank of Baroda, G.K.

II Branch, New Delhi for an amount of Rs. 1,92,000/-

15. That as such, it is humbly prayed that the complaint deserves to be dismissed with heavy costs owing to massive concealment of relevant fact, and for being devoid of any merits.

B. REJOINDER FILED BY THE COMPLAINANT

16. That no settlement was ever arrived at between the Complainant and the Respondent Company. The Complainant has not received a single penny from the Respondents as alleged.

17. That the alleged Settlement Deed annexed with the reply is forged and fabricated. It does not bear the genuine signatures of the Complainant. The Respondents have deliberately forged and manipulated the document to mislead this Hon'ble Authority.

18. That no payment was ever made to the Complainant as claimed, and the Respondents must be put to strict proof regarding any alleged payments through cheques.

19. That the Complainant had booked Apartment No. SA-1205, 12th Floor, Tower TG-II in the project "*Tivoli Holiday Village*" at Daruhera, Rewari,



Haryana, for a basic sale price of ₹26,00,000/-, and made payments in accordance with the Construction Linked Payment Plan (Plan-B) as per the Apartment Buyer Agreement dated November 2008.

20. That despite receiving payments, the Respondents started issuing arbitrary demand letters alleging dues, in violation of the payment plan, only to harass and pressurize the Complainant. However, construction has not even reached the ground floor till date.
21. That the Complainant, through letter dated 19.01.2016 and email dated 02.06.2017, informed the Respondents about submission of loan documents, but no action was taken.
22. That the Respondents failed to complete construction within the stipulated 30 months and, instead, issued a demand letter dated 30.04.2017 and later an illegal notice dated 15.01.2019, forfeiting the principal amount and cancelling the allotment of the said unit.
23. That the Complainant has already paid ₹8,04,700/-, being more than 25% of the total sale price, yet the Respondents have neither delivered possession nor refunded the amount, clearly establishing deficiency in service and unfair trade practice.



24. That even after 15 years of booking, the project remains incomplete, reflecting the Respondent's lack of intention to complete or deliver the project.
25. That the forged settlement deed filed by the Respondents constitutes a serious criminal act and an attempt to mislead this Hon'ble Authority by producing false evidence.

C. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

26. Learned counsel for the respondents appeared and submitted that the matter already stood settled between the parties, and a copy of the said settlement has been placed on record as Annexure R-1 along with the reply. Learned counsel for the respondents also denied the allegations raised by complainant during previous hearing of forgery and asserted that the signatures appearing on the MoU are genuine and belong to the complainant. He further argued that the matter had been duly settled prior to the filing of the present complaint and that it was the complainant's obligation to encash the cheques issued under the said settlement. Instead of doing so, the complainant has now chosen to dispute his own signatures. Accordingly, he prayed for dismissal of the complaint.



27. On the other hand, an adjournment request email was received from the learned counsel for the complainant on 01.11.2025, stating that due to certain personal difficulties, he would not be able to attend today's proceedings. The Authority observes that today marks the 7th hearing in the captioned complaint. Considering that proceedings before this Authority are summary in nature and are required to be conducted expeditiously, the request for adjournment is hereby declined.

D. ISSUE FOR ADJUDICATION

8. Whether the present complaint is maintainable under RERA, Act 2016 in view of a duly executed and acted upon Settlement Deed dated 02.06.2023 entered into by the complainant and the Respondents?

E. OBSERVATIONS AND DECISION OF AUTHORITY

9. 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; "Tivoli Holiday Village" being developed by the promoter namely; "T.G. Buildwell Pvt. Ltd." and in consonance to the same, complainant was allotted unit no. TG-II/SA1205, in the project of respondents. An Apartment Buyer Agreement was executed between the parties in November 2008. However, the complainant has placed on record



only the covering/front page of the said agreement which contains no date. Consequently, the Authority is unable to ascertain the exact date of execution of the agreement. In the absence of a complete copy, it is also not possible to verify the terms and conditions, the total sale consideration, or the timeline for handing over possession as mutually agreed between the parties. Complainant has paid a total sum of ₹8,04,700/- against the total sale consideration of the unit.

10. The primary issue before the Authority is to determine which respondents are responsible for granting the relief to the complainant. Upon careful examination of the covering page of agreement dated, it is evident that the agreement was executed solely between the complainants, (Kanan Jaiswal), and Respondent No. 1, (T.G. Buildwell Pvt. Ltd..). There is no mention of Respondent No. 2 being party to this agreement. Additionally, the payment receipts (which are not complete) submitted by the complainants were issued by Respondent No. 1, and all demand letters annexed were also issued by Respondent No. 1 only. These facts clearly establish that Respondent No. 1 was solely responsible for executing the terms and conditions of the buyer's agreement related to the unit in question. Therefore, the Authority concludes all rights and liabilities rest with Respondent No. 1.



11. The issue which is 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 dated 02.06.2023 entered into by the Complainant and the Respondent.
12. To adjudicate the same, Authority has carefully examined the settlement deed dated 02.06.2023, which is annexed by the respondents as Annexure R-1 to the reply. Relevant content of the settlement agreement is reproduced below:

"Dear Sir:

We had booked the above referred unit in Tivoli Holiday Village, Sector 5. Dharuherra and had paid an amount of Rs.6,22,700/-. We have agreed for settlement with TG Buildwell Private Limited after 75% deduction as administrative expenses as full and final settlement as mutually agreed between both the parties. The net payment after 7.5% deduction comes to Rs.5,76,000/-. The company is settling this payment in form of 3 equal PDC's dated-

S No.	Date of Cheque	Cheque No.	Amount
1.	30-12-2023	000104 Bank of Baroda. GK II Br.	1,92,000/-
2.	30-01-2024	000105- Bank of Baroda, GK II Br.	1,92,000/-
3.	28-02-2024	000106- Bank of Baroda, GK II Br	1,92,000/-
Total Amount			5,76,000/-

We are also handing over all the necessary documents pertaining to the said unit.

For any specific reasons. if the cheque is dishonoured then the company is bound to pay the payment within the next & working days through RTGS/ Demand Draft. If the company fails to do so, this settlement will be treated as null and void."



13. The respondent has contended that under the terms of the said MoU, certain cheques were issued towards full and final settlement of the complainant's claims. It is further contended that instead of acting upon the settlement and encashing the cheques, the complainant has chosen to file the present complaint, thereby suppressing material facts. The Authority observes that the respondent has placed on record a page of the said MoU wherein both the parties have mutually agreed upon certain terms and conditions forming part of the settlement. The said page bears the signatures of complainant. The presence of the complainant's signatures on the document indicates that the complainant had consented to the terms recorded therein, including the issuance of cheques in her favour towards settlement of dues. The Complainant unequivocally declared that she had no further claims, demands, or grievances against the Respondent and is settling the matter on the basis of these three cheques.
14. On the other hand, the complainant has categorically denied the existence of any valid settlement between the parties. She has also denied having received any cheques from the respondent and has further alleged that the signatures appearing on the alleged settlement page are forged and fabricated. During the course of hearing held on 18.08.2025, and even on the present date, the complainant reiterated his stand that the Memorandum of Understanding

A handwritten signature in blue ink, appearing to be 'Hard', with a long horizontal stroke extending to the right.

(MoU) relied upon by the respondent is not signed by him and that the signatures appearing thereon have been forged. He maintained that the said document is a fabricated one and does not bear her genuine signatures. However, the Authority observes that apart from making these bare allegations, the complainant has not produced any documentary or expert evidence to substantiate the claim of forgery. No forensic report, affidavit from a handwriting expert, or contemporaneous correspondence has been placed on record to demonstrate that the signatures are not her own. In absence of such evidence, the Authority cannot, on mere verbal assertions, arrive at a finding of forgery or fabrication. Determination of authenticity of signatures or verification of handwriting involves forensic examination and evidentiary appreciation, which falls outside the limited summary jurisdiction of this Authority under the Real Estate (Regulation and Development) Act, 2016. Accordingly, the Authority is constrained to hold that the complainant has failed to discharge the initial burden of proving that the said settlement document is forged or fabricated. 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.

A handwritten signature in blue ink, appearing to be 'L. Ad', with a long horizontal stroke extending to the right.

15. 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. There is no allegation supported by affidavit or contemporaneous documentation to establish that the Complainant was forced, misled, or defrauded into signing the Settlement Deed. The Complainant's signatures appear on the page of the document, further suggest that the terms were duly acknowledged and accepted at the time of execution. Moreover, there is no evidence of mental incapacity, undue influence, or procedural unfairness in the negotiation or execution of the 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's 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.

16. 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.
17. 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. 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.

18. Further, Authority also observes that the complainant has failed to file on record the complete Apartment Buyer Agreement or any documentary evidence demonstrating the total sale consideration, payment schedule, or due date for possession. In absence of such essential documents, it is not possible for the Authority to determine whether there has been any delay in offering



possession or default on part of the respondent. The complainant has thus failed to discharge the initial burden of proof to substantiate her claim under Section 18 of the Real Estate (Regulation and Development) Act, 2016. Further, complainant has not attached the complete receipts proving the amount paid to the respondent. The Authority, upon perusal of the case record, notes the following chronology of non-compliance:

Vide order dated 26.02.2024, the complainant was initially directed to place on record proof of payments made to the respondent against the total sale consideration as per the Builder Buyer Agreement (BBA) and the matter was adjourned to 13.05.2024.

On **13.05.2024**, the complainant again sought time to comply with the said directions. However, no supporting proof of payment was filed. The case was thereafter adjourned to 30.09.2024.

The matter was subsequently listed on **30.09.2024**; where again the complainant sought further time to place on record the receipts of payment. Consequently, an opportunity was granted, and the matter was adjourned to **16.12.2024**.

On **16.12.2024**, no compliance was made by the complainant and accordingly, last opportunity was granted, and the matter was adjourned to 21.04.2025.



On **21.04.2025**, the complainant claimed that a rejoinder had been filed by the complainant on 17.04.2025. However, perusal of the said rejoinder revealed that, complainant has not even filed the receipts therein. Accordingly case was adjourned to 18.08.2025.

On **18.08.2025**, matter was argued but complainant didn't submit anything for placing on receipts.

Complainant has not complied with the directions of the Authority till date.

19. The Authority observes that repeated adjournments have been sought by the complainant merely for the purpose of placing on record proof of payments made towards the unit in question. The Authority is of the considered view that proceedings under the Real Estate (Regulation and Development) Act, 2016 are summary in nature, intended for expeditious adjudication of disputes. In the present case, sufficient and repeated opportunities have already been extended to the complainant from as early as **26.02.2024** till date for compliance with the directions of the Authority.
20. Despite ample time and liberty being granted, the complainant has failed to demonstrate any bona fide intent to pursue the matter diligently or to support her claim by filing even the most basic documents such as an affidavit or payment receipts. This conduct clearly reflects gross negligence, lack of seriousness, and deliberate non-compliance on the part of the complainant in



pursuing her own case. It is further noted that a considerable delay of over **616 days** have already occurred owing solely to the complainant's repeated default and non-cooperation, which has not only hampered the progress of the case but have also resulted in unnecessary wastage of judicial time and resources.

21. The complainant is seeking compensation of ₹1,50,000/- towards litigation cost. 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 PvtL 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.
22. 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 respondents 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 refund as per the terms of the agreement, the relief sought is not maintainable under HRERA Act, 2016.

23. Hence, the captioned complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.



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NADIM AKHTAR
[MEMBER]