PROCEEDINGS OF THE DAY

Day and Date	Wednesday and 08.10.2025
Complaint No.	CR/3820/2024 Case titled as Dhoot Infrastructures Private Limited VS Anuj Mehra and Amber Mehra
Complainant	Dhoot Infrastructures Private Limited
Represented through	None
Respondent	Anuj Mehra and Amber Mehra
Respondent Represented through	Ms. Apoorva Bahl, Advocate
Last date of hearing	24.09.2025
Proceeding Recorded by	H.R.Mehta and Kiran Chhabra

Proceedings-cum-orders

1. The present complaint has been instituted by the complainant-promoter, M/s Dhoot Infrastructure Projects Limited, against the respondents-allottees, seeking directions from the Authority to declare the Termination Letter dated 04.03.2024 as valid and binding, and to dismiss the execution petition filed by the respondents-allottees on the ground of non-maintainability in view of the lawful termination of the Unit Buyer's Agreement dated 04.01.2014.
2. It is the case of the complainant-promoter that an Agreement dated 04.01.2014 was executed between the parties concerning Unit No. GF-006 in the project titled "Time Arcade", situated at Sector 37-C, Gurugram.

3. The complainant-promoter has submitted that the respondents-allottees filed a complaint before the Authority on 23.08.2021 under Section 18 of the Real Estate (Regulation and Development) Act, 2016, seeking possession of the subject unit along with delayed possession charges. Subsequently, by way of an amendment application dated 14.11.2021, the respondents-allottees also sought to set aside the termination of the said unit. Despite being contractually obligated to make requisite payments under the Agreement dated 04.01.2014, the respondents-allottees challenged the termination, which was adjudicated in their favour vide order dated 14.10.2022 in Complaint No. **3127 of 2021**.

4. By the said order, the complainant was directed to pay delayed possession charges, and the respondents were directed to make payment of outstanding dues after necessary adjustment of the delayed possession charges. However, it is the complainant's case that the respondents failed to comply with the monetary obligations set forth in the order, thereby disentitling themselves from being offered possession of the subject unit.

5. It is further submitted that the Executing Court, vide order dated **05.02.2024**, granted the respondents a period of four weeks to make the payment to the complainant, which the respondents again failed to do. Owing to the continued default and alleged non-cooperative conduct of the respondents, including failure to comply with the order dated 14.10.2022 even after a lapse of over 14 months, the complainant issued a termination letter dated 04.03.2024, thereby cancelling the allotment.

The complainant contends that the execution proceedings became infructuous due to the valid termination.

6. The complainant has further submitted that an appeal was preferred against the order dated 14.10.2022 before the Hon'ble Real Estate Appellate Tribunal; however, the appeal was dismissed on 21.08.2023 due to non-compliance with the pre-deposit condition mandated under Section 43(5) of the Act. A further appeal has been filed by the complainant before the Hon'ble Punjab and Haryana High Court, which is stated to be pending adjudication.

7. In response, the respondents-allottees have submitted that the issue regarding the termination of the allotment dated 04.03.2024 has already been adjudicated upon and dismissed by the Executing Court vide its order dated **20.03.2024**. No appeal has been filed against the said order by the complainant, rendering the present complaint, in substance, a challenge to the said execution order, and thus, not maintainable. That despite directions issued vide order dated 05.02.2024, they attempted to tender payment of Rs.85,90,966/- by cheque dated 04.03.2024, but the complainant refused to accept the same, citing pendency of court proceedings. The respondents allege that the complainant simultaneously issued the termination letter on 04.03.2024, citing non-payment as the ground, despite deliberate refusal to accept the tendered amount.

8. The respondents-allottees further states that on 05.03.2024, the matter was listed before the Adjudicating Officer, who took note of the respondents' attempts to tender payment and directed that the said amount be paid again before the next date of hearing. In compliance, the

respondents attempted to deliver the cheque again on 07.03.2024, which was again refused. The cheque was thereafter sent via speed post and delivered on 11.03.2024. However, the complainant returned the cheque and by way of email communication dated 12.03.2024 informed the respondents about the same, the cheque was received back by the respondents on 14.03.2024.

9. The respondents-allottees further submitted that an application filed by the complainant seeking dismissal of the execution petition was considered and rejected by the Adjudicating Officer vide order dated 20.03.2024. The cheque bearing no. 001045 dated 06.03.2024 was deposited with the Adjudicating Officer. Subsequently, vide order dated 02.05.2024, a show cause notice was issued to the directors of the complainant company for their failure to hand over possession of the subject unit despite judicial directions.

10. The Authority observes that the present cause of action arises from the proceedings in Complaint case no. **3127** of **2021**, wherein the respondents-allottees were granted certain reliefs against the complainant-promoter. Vide order dated **14.10.2022**, the Authority directed the complainant-promoter to offer possession of the subject unit to the respondents-allottees within two months from the date of issuance of the Occupation Certificate. The effective part of the order is reiterated below:

> *"**G. Directions of the Authority***
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> *34. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:*

i. The complainants are entitled for delayed possession charges as per the proviso of section 18(1) of the Real Estate (Regulation and Development) Act, 2016 at the prescribed rate of interest i.e., 10% p.a for every month of delay on the amount paid by them to the respondents from the due date of possession i.e., 04.01.2017 till the offer of possession after obtaining OC plus two months or date of actual handing over of possession whichever is earlier as per proviso to section 18(1) of the act read with rule 15 of rules.

ii. The respondents are also directed to offer the possession of the allotted unit within 30 days after obtaining OC from the concerned authority. The complainants obligation conferred upon them under Section 19(10) of the Act of 2016, is to take the physical possession of the allotted unit, within a period of two months after issuance of receipt of the occupancy certificate.

iii. The complainants are directed to make payment of due installments towards consideration of allotted unit as per provision of Section 19(6) & (7) of the Act of 2016. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

[Emphasis supplied]

11. Pursuant to the said order, the respondents-allottees initiated Execution Petition No. **4147** of **2023**. By order dated 05.02.2024, the executing authority (AO) granted four weeks' time to the respondents-allottees to make the requisite payment to the complainant-promoter. Thereafter, the complainant-promoter issued a termination letter dated 04.03.2024, which was objected to by the respondents-allottees through an email communication on the same date. Subsequently, vide order dated 02.05.2024, the executing authority issued a show cause notice to the directors of the complainant-promoter, calling upon them to explain why proceedings for civil imprisonment should not be initiated for

failure to comply with the Authority's directions regarding handing over possession of the unit.

12. It was further submitted that an appeal was preferred by the complainant-promoter against the Authority's order dated 14.10.2022 before the Hon'ble Appellate Tribunal. However, the said appeal was dismissed on 21.08.2023 due to non-compliance with the mandatory pre-deposit requirement under Section 43(5) of the Real Estate (Regulation and Development) Act, 2016. Thereafter, a further appeal was filed before the Hon'ble Punjab and Haryana High Court, for restraining the Authority from issuing arrest warrants against the complainant-promoter, wherein an interim order has been passed restraining the Authority from taking any further coercive action against the complainant-promoter in the execution proceedings.

13. The complainant-promoter has now filed a complaint before the Authority seeking directions from the Authority to declare the Termination Letter dated 04.03.2024 as valid and binding, and to dismiss the execution petition filed by the respondents-allottees on the ground of non-maintainability in view of the lawful termination of the Unit Buyer's Agreement dated 04.01.2014.

14. In light of the above facts and circumstances, the Authority is of the view that vide order dated 14.10.2022 in complaint bearing no. **3127** of **2021**, the Authority had given its findings on page no. 9 of the order at para no. 26 wherein it has been clearly mentioned that the earlier termination notice of the allotment dated 22.03.2016 was illegal and the complainant-promoter was directed to restore the unit of the respondents-allottees. Thereafter, after passing of the above said order,

the respondents-allottees filed execution petition and the execution proceedings are still going on. The complainant-promoter had filed an application for dismissal of the execution proceedings but vide order dated 20.03.2024, the Adjudicating Officer dismissed the said application for dismissal. Vide proceedings dated 02.05.2024, show cause notice was issued by the Adjudicating Officer as to why the directors of the complainant-promoter should not be sent to civil prison. Vide proceedings dated 05.12.2024, arrest warrants were issued against the directors of the complainant-promoter company. The complainant-promoter submitted before the Adjudicating Officer that an appeal has been filed and the matter is fixed for hearing on 25.02.2025 and requested for an adjournment. The Executing court (AO) observed that there is no stay on handing over of possession to the respondents-allottees and the complainant-promoter either gets a stay order in this regard or the court will explore the other possibilities for handing over possession. The execution proceedings are still going on and the matter is listed for 01.12.2025 before the executing court. As per Section-47 of the CPC 1908, any question arising between the parties to the suit in which a decree has been passed in respect to execution, discharge or satisfaction of the decree, shall be determined by the executing court and not by a separate suit. The same is reiterated below:

> *"**Section 47 Questions to be determined by the Court executing decree-***
> *(1) **All questions arising between the parties to the suit in which the decree was passed,** or their representatives, and **relating to the execution, discharge or satisfaction of the decree**, shall be determined by the Court executing the decree **and not by a separate suit.***
> *(2) [***]*
> *(3) XXXXXX*
> *[Explanation I-XXXXXX*
> *Explanation-II-(a) For XXXXXXX*

(b) all questions relating to the delivery of possession of such property to such purchaser or his representative shall be deemed to be questions relating to the execution, discharge or satisfaction of the decree within the meaning of this section.]

15. In light of the above facts and circumstances, and considering that the subject matter of the present proceedings is already pending before the Executing Court, the present matter is dismissed and it is for the executing court to decide the said issue of cancellation.

File be consigned to the registry.

Ashok Sangwan
Member
08.10.2025