

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

Order pronounced on: 09.12.2025

Name of the Promoter		KNS Infracon Pvt. Ltd. and Tashee Land Developers Pvt. Ltd.	
Project Name		Capital Gateway	
S.No.	Complaint No.	Complaint title	Attendance
1.	CR/6313/2024	Ishwer Singh Dahiya V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.	Sukhbir Yadav (Complainant) Gaurav Srivastava and Amit Tiwari (Respondent)
2.	CR/6343/2024	Abha Gahlot and Arvind Kumar Gahlot V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.	Sukhbir Yadav (Complainants) Gaurav Srivastava and Amit Tiwari (Respondent)
3.	CR/6371/2024	Anil Kumar and Chhaya Singh V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.	Sukhbir Yadav (Complainants) Gaurav Srivastava and Amit Tiwari (Respondent)
4.	CR/6372/2024	Meena Kumari and Vinod Kumar (Through I.Rs namely Meena Kumari, Komal Dahiya and Aman Dahiya) V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.	Sukhbir Yadav (Complainants) Gaurav Srivastava and Amit Tiwari (Respondent)
5.	CR/6373/2024	Harish Kukreja and Mandeep Kaur Kukreja V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.	Sukhbir Yadav (Complainants) Gaurav Srivastava and Amit Tiwari (Respondent)
6.	CR/39/2025	Anil Kumar V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.	Sukhbir Yadav (Complainant) Gaurav Srivastava and Amit Tiwari (Respondent)

**CORAM:**

Arun Kumar	Chairman
Phool Singh Saini	Member

### ORDER

1. This order shall dispose of all the 6 complaints titled as above filed before this Authority in form CRA 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.
2. 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, Capital Gateway being developed by the same respondents/promoter i.e., KNS Infracon Pvt. Ltd. and Tashee Land Developers Pvt. Ltd. The terms and conditions of the builder buyer's agreements 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 award of possession, execution of conveyance deed, adjustment of delay possession charges and setting aside of cancellation/offer of possession and illegal demands mentioned therein.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

**Project: Capital Gateway, Sector-110A & 111, Gurugram**

**Clause 2.1**

*"Subject to Clause 9 herein or other circumstances....., the First Party/Confirming Party proposes to handover the possession of the flat to the purchaser within approximate period of 36 months from the date of sanction of the building plans of the said colony. The Purchaser agrees and understands that the First*

**Party/Confirming Party shall be entitled to a grace period of 180(one hundred and eighty) days, after expiry of 36 months, for applying and obtaining occupation certificate in respect of the Colony from the concerned authority.....”**

**Due date of handing over of possession-** 07.12.2015 (as per possession clause including grace period of 6 months).

**Occupation certificate-** 24.10.2024 (as per DTCP Website)

**DTCP License no. 34 of 2011 dated 16.04.2011** - KNS Infracon Pvt. Ltd. & 4 Ors. are the licensees for the project as mentioned in land schedule of the project.

**RERA registration** - 120 of 2018 dated 10.08.2018 valid upto 31.12.2020 for phase-I (tower A to G) and 31.12.2021 for phase- II (tower H to J).

Sr. No.	Complaint no./title/ date of complaint	Reply status	Unit No. and area admeasuring (Carpet area)	Date of execution of apartment buyer's agreement	Due date of possession & Offer of possession	Total sale consideration and amount paid by the Complainant(s)	Relief Sought
1.	CR/6313/2024 Ishwer Singh Dahiya V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.  DOF-30.12.2024	Not received	502, 5 <sup>th</sup> floor, Tower G (pg. 64 of complaint)	22.02.2013 (pg. 60 of complaint)	07.12.2015  Offer of possession-11.11.2024 (page 129 of complaint)	BSP: Rs.48,73,125/- (pg. 64 of complaint) AP: Rs.68,53,447/- (As per page 130 of complaint)  <b>Previous complaint decided by Authority- CR/663/2019</b>	Possession, CD, adjustment of DPC and setting aside of cancellation /offer of possession and illegal demands
2.	CR/6343/2024 Abha Gahlot and Arvind Kumar Gahlot V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.  DOF-30.12.2024	Not received	1001, 10 <sup>th</sup> floor, Tower F (pg. 46 of complaint)	13.12.2012 (pg. 44 of complaint)	07.12.2015  Offer of possession-11.11.2024 (page 115 of complaint)	BSP: Rs.54,51,120/- (pg. 48 of complaint) AP: Rs.66,46,742/- (As per page 116 of complaint)  <b>Previous complaint decided by Authority- CR/3442/2020</b>	Possession, CD, adjustment of DPC and setting aside of cancellation /offer of possession and illegal demands

3.	CR/6371/2024 Anil Kumar and Chhaya Singh V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.  DOF-30.12.2024	Not received	903, 9th floor, Tower D (pg. 67 of complaint)	30.06.2012 (pg. 63 of complaint)	07.12.2015 Offer of possession-11.11.2024 (page 124 of complaint)	BSP: Rs.49,15,500/- (pg. 67 of complaint) AP: Rs.65,17,798/- (As per page 135 of complaint)  <b>Previous complaint decided by Authority- CR/3518/2020</b>	Possession, CD, adjustment of DPC and setting aside of cancellation /offer of possession and illegal demands
4.	CR/6372/2024 Meena Kumari and Vinod Kumar (Through LRs namely Meena Kumari, Komal Dahiya and Aman Dahiya) V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.  DOF-30.12.2024	Not received	102, 1st floor, Tower A (pg. 45 of complaint)	08.01.2013 (pg. 43 of complaint)	07.12.2015 Offer of possession-11.11.2024 (page 100 of complaint)	BSP: Rs.37,55,500/- (pg. 47 of complaint) AP: Rs.55,83,178/- (As per page 101 of complaint)  <b>Previous complaint decided by Authority- CR/3566/2020</b>	Possession, CD, adjustment of DPC and setting aside of cancellation /offer of possession and illegal demands
5.	CR/6373/2024 Harish Kukreja and Mandeep Kaur Kukreja V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.  DOF-30.12.2024	Not received	103, 1st floor, Tower B (pg. 46 of complaint)	08.01.2014 (pg. 44 of complaint)	07.12.2015 Offer of possession-11.11.2024 (page 100 of complaint)	BSP: Rs.59,02,340/- (pg. 47 of complaint) AP: Rs.81,80,301/- (As per page 101 of complaint)  <b>Previous complaint decided by Authority- CR/4774/2020</b>	Possession, CD, adjustment of DPC and setting aside of offer of possession and illegal demands

6.	CR/39/2025 Anil Kumar V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.  DOF- 14.01.2025	Not received	801, 8th floor, Tower G (pg. 39 of complaint)	01.08.2012 (pg. 34 of complaint)	07.12.2015  Offer of possession- 11.11.2024 (page 107 of complaint)	BSP: Rs.46,69,725/- (pg. 41 of complaint)  AP: Rs.64,23,068/- (As per page 108 of complaint)  <b>Previous complaint decided by Authority- CR/2490/2022</b>	Possession, CD, adjustment of DPC and setting aside of cancellation /offer of possession and illegal demands
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**Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:  
Abbreviations Full form**

DOF- Date of filing complaint  
BSP- Basic Sale Price  
AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession, execution of conveyance deed, adjustment of delay possession charges and setting aside of cancellation/offer of possession and illegal demands mentioned therein.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoters/respondent in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/6313/2024 titled as Ishwer Singh Dahiya V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.** are being taken into

consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

**A. Project and unit related details**

7. 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/6313/2024 titled as Ishwer Singh Dahiya V/s Tashee Land Developers Pvt. Ltd. and KNS Infracon Pvt. Ltd.**

S. No.	Heads	Information
1.	Project name and location	'Capital Gateway, Sector-111, Gurugram
2.	Project area	10.462 acres
3.	Nature of the project	Residential
4.	DTCP license no. and validity status	34 of 2011 dated 16.04.2011 valid upto 15.04.2024
5.	Name of licensee	KNS Infracon Pvt. Ltd. and others
6.	RERA registered/ not registered	Registered vide no. 12 of 2018 dated 10.01.2018 valid upto 31.12.2020 for phase-I (tower A to G) and 31.12.2021 for phase- II (tower H to J)
7.	Unit no.	502, 5 <sup>th</sup> floor, Tower G (pg. 64 of complaint)
8.	Date of execution of buyers' agreement	22.02.2013 (pg. 60 of complaint)
9.	Possession clause	<b>Clause 2.1</b> "Subject to Clause 9 herein or other circumstances....., the First Party/Confirming Party proposes to handover the possession of the flat to the purchaser within approximate period of 36 months from the date of sanction of the building plans of the said colony. The Purchaser agrees and understands that the First Party/Confirming Party shall be

		<i>entitled to a grace period of 180(one hundred and eighty) days, after expiry of 36 months, for applying and obtaining occupation certificate in respect of the Colony from the concerned authority....."</i> (Emphasis supplied)
10.	Date of sanction of building plans	07.06.2012 (As per information obtained from planning branch)
11.	Due date of delivery of possession	07.12.2015 (Calculated from the date of sanction of building plans + Grace period of 6 months is allowed to the respondent in view of order dated 08.05.2023 passed by the Hon'ble Appellate Tribunal in <i>Appeal No. 433 of 2022 tilted as Emaar MGF Land Limited Vs Babia Tiwari and Yogesh Tiwari</i> )
12.	Basic sale consideration	Rs.48,73,125/- (pg. 64 of complaint)
13.	Total amount paid by the complainant	Rs.68,53,447/- (As per page 130 of complaint)
14.	Occupation certificate	24.10.2024 (as per DTCP website)
15.	Offer of possession	11.11.2024 (page 129 of complaint)
16.	Cancellation letter	13.12.2024 (page 139 of complaint)
17.	Settlement agreement	06.02.2024 (page 121 of complaint)

### B. Facts of the complaint

8. The complainant has made the following submissions: -

- I. That in December 2010, the complainant received a marketing call from Tashee Land Developers Pvt Ltd. regarding investment in their residential

- group housing project, "Tashee Capital Gateway," located in Sector-111, Gurugram, Haryana. The complainant visited the project site and local staff provided a brochure, application form, and payment plan, assuring possession within 36 months. The marketing staff informed the complainant that the basic sale price of the unit was Rs.3,100/- per sq. ft., but they had one unit available for resale at Rs. 2875/- per sq. ft.
- II. That pursuant to the representations made by the respondents, the complainant purchased flat no. G-502, measuring 1695 square feet, from Ragini Bisaria through the respondent/builder, Tashee Land Developers Private Limited. On 29.12.2010, the complainant submitted an application form, accompanied by a cheque for Rs.2,00,000/- bearing cheque number 596589, drawn on Punjab National Bank. The said flat was booked under the construction link plan.
  - III. That on 14.07.2011, respondent no. 1 issued a formal letter acknowledging the transfer of rights and interest in the said unit. As per the said letter, respondent no. 1 transferred all rights of the original allottee, Ragini Bisaria, in favor of the complainant, thereby vesting all rights, title, and interest in the said housing unit in the complainant. Furthermore, the amount paid by the original allottee, Rs.12,50,519/- was also credited in favor of the complainant.
  - IV. That on 07.06.2012, the respondent(s) issued a letter informing that the building plan of their project "Capital Gateway" has been approved and they are going to start the excavation work. Thereafter on 22.02.2013, a pre-printed, arbitrary, unilateral, and one-sided builder buyer agreement was executed between the respondent and complainant for the unit. As per clause no. 2.1 of BBA, the respondents were obligated to hand over



- the possession of the unit in question within an approximate period of 36 months from the date of sanction of the building plans of the said colony.
- V. That the respondent(s) continued to raise demands, and the complainant, in good faith, made payments in response to each demand raised by the respondents against his unit. Notably, despite fulfilling all payment obligations, the complainant repeatedly requested the respondents to hand over possession of his unit, as the stipulated deadline had lapsed. Regrettably, the respondents failed to provide any meaningful updates or communication regarding the possession of the unit, leaving the complainant in a state of uncertainty.
- VI. That after an inexplicable silence of almost 5 years, the respondents suddenly shared a letter on 24.03.2017, informing the complainant of a revision in the super area of the unit from 1695 square feet to 1874 square feet. This increase in area was made unilaterally by the respondents, without obtaining the prior consent of the complainant and without providing any justification or reasonable explanation for the said revision. Concurrently, the respondents raised a demand of Rs.5,43,520/- towards the differential amount arising from the revised super area. In response, the complainant made a payment of Rs.5,38,308/- vide cheque no. 000036 dated 27.04.2017, drawn on HDFC Bank. Subsequently, the respondents issued a payment receipt on 17.05.2017, acknowledging the receipt of the said payment.
- VII. That on 07.11.2017, the respondent(s) issued a statement of account, which reveals that the complainant had already paid a substantial sum of Rs.68,58,810/- which is 99.16 % of the total sale consideration. Despite having paid a substantial portion of the total consideration, the complainant is still awaiting possession of his unit.

- VIII. That the complainant has been consistently visiting the respondent's office and the construction site, endeavoring to obtain possession of the flat. However, despite numerous visits, emails, and letters, these efforts have been in vain.
- IX. That the complainant, being aggrieved by the respondent's actions and misconduct, approached this Authority and filed a complaint vide CRN 663 of 2019 titled "*Ishwer Singh Dahiya versus Tashee Land Developers Pvt Ltd. & Anr.*". The complainant sought relief to obtain possession of his unit, along with delay possession charges. This Authority passed an order on the said complaint on 22.01.2020. The Hon'ble Authority gave the following directions to the respondent party:
- i. The respondents are directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.20% per annum w.e.f. 07.12.2015 till the date of the offer of possession.*
  - ii. The arrears of interest accrued so far from the due date of delivery of possession i.e., 07.12.2015 till the date of this order shall be paid to the complainant within 90 days from the date of this order and thereafter monthly payment of interest till offer of possession shall be paid before 10<sup>th</sup> each subsequent month.*
- X. That the respondent failed to comply the directions of this Authority. As a result, the complainant filed an execution petition (No. 2607 of 2020) to ensure compliance with the order. It is worth noting that, until the execution petition was filed, the respondent still hadn't handed over possession of the complainant's unit.
- XI. That after filing the execution petition, the respondent handed over 10 cheques totaling Rs.15,06,109/- as partial payment of the decretal amount to the complainant's counsel. This transaction is documented in the interim order dated 16.12.2021, issued by the Adjudicating Officer, Harera, Gurugram.

- XII. That under the proceedings, on 21.02.2023, the Adjudicating Officer directed the issuance of a Recovery Certificate. Consequently, Recovery Certificate No. 225, dated 02.05.2023, was issued. As per the Recovery Certificate, the respondents are obligated to pay delay possession charges amounting to Rs.57,28,534/-. However, after deducting the partial delay possession charges already paid, the respondents remain liable to pay Rs.41,30,318/- to the complainant on account of delay possession charges till 30.04.2023.
- XIII. That following the issuance of the Recovery Certificate, the respondents approached the complainant with a settlement proposal. After thorough negotiations, the respondents persuaded the complainant to accept the proposal, solemnly promising to honor their commitments and not renege on their obligations. Relying on this assurance, the parties executed a settlement agreement on 06.02.2024.
- XIV. That pursuant to the settlement agreement, the respondents agreed to pay a total sum of Rs. 41,30,318/- as mentioned in the Recovery Certificate dated 02.05.2023 on account of delay possession charges as a settlement amount. At the time of signing the agreement, the respondent(s) handed over cheque No. 000141 for Rs.5,00,000/-, along with 7 post-dated cheques totaling Rs.36,30,318/-, drawn on AU Small Finance Bank from a sister concern, Imperial City Builder Pvt Ltd. It is pertinent to mention here that five out of the seven cheques were successfully encashed. However, when the complainant presented Cheque No. 000147 and 000148 dated 10.08.2024 and 10.09.2024, respectively, for Rs.5,00,000/- and Rs. 6,30,318/- drawn on AU Small Finance Bank, they were dishonored due to insufficient funds.

- XV. That the respondents failed to fulfill their obligations and deceived the complainant with false assurances. Despite repeated requests, the complainant did not get physical possession of his unit, with all pleas falling on deaf ears. After an expiry of almost 09 years from the due date of possession, on 11.11.2024, the respondent(s) issued the offer of possession for the complainant's unit. The alleged offer of possession issued by the respondents is merely a paper formality, lacking any legal validity, and is therefore unacceptable to the complainant. Moreover, this offer of possession is conditional, requiring the complainant to execute an indemnity cum undertaking, which is legally untenable. Furthermore, the respondents have unilaterally increased the area of the complainant's unit without justification or clarification, resulting in an increased cost. The offer of possession also includes unreasonable and unjustified demands, such as cost escalation in construction of Rs. 28,43,213/- on account of increase in area, possession charges of Rs.7,49,600/- which are baseless and unknown, interest charges of Rs.1,06,063/- which are unjustified, Service Tax/VAT/GST charges of Rs. 8,20,525/- which are unlawful and unjustified. Furthermore, the notice of possession included multiple charges beyond the scope of the agreement. It is crucial to note here that there is only 5% of BSP and IFMS as final payment is outstanding on the part of the complainant as per the payment plan opted by him. It is also worth noting that the respondent is demanding an unreasonable demand of Rs.45,17,335/-.
- XVI. That on 15.11.2024, the complainant sent a detailed email to the respondent, highlighting concerns regarding the unreasonable and incorrect charges levied in the offer of possession letter dated 11.11.2024. The complainant reiterated his willingness to settle outstanding dues.

provided that the delay possession charges, as ordered by this Authority, are duly adjusted and paid by the respondent to the complainant.

- XVII. That the respondents deliberately ignored the complainant's correspondence and efforts, failing to provide any response. Instead, they sent a reminder on 25.11.2024, demanding payment of their unreasonable and unjustified demands outlined in their offer of possession letter dated 11.11.2024. In a blatant display of disregard, the respondents again sent a reminder on 07.12.2024, insisting on payment of their incorrect demands. Furthermore, the respondents are coercing the complainant, threatening to cancel the unit if the complainant fails to pay the unjustified demands outlined in the offer of possession, which is a clear injustice.
- XVIII. That on 13.12.2024, the respondent, in a shocking and arbitrary move, cancelled the complainant's unit. This cancellation was purportedly due to non-payment of the demand raised by the respondents in the offer of possession letter dated 11.11.2024.
- XIX. That the DTP issued a condition Occupation Certificate on 24.10.2024 for Tower A to G and EWS 1 & 2 and Commercial - 1, moreover, the respondent increased the area of the flat but as per said OC the Achieved FAR is less than the sanctioned FAR, therefore, there is no chance of increase in the area.
- XX. That the respondents' actions reek of duplicity, as evidenced by their email dated 18.12.2024, wherein they withdrew their cancellation letter dated 13.12.2024. The reason cited was that "M/s Catalyst Trusteeship Limited had filed a petition in the High Court of Chandigarh, bearing No. CWP No. 15494 of 2024, in which the complainant is a party. This

machiavellian tactic is a clear attempt to intimidate and coerce the complainant.

- XXI. That the complainant does not want to withdraw from the project. The promoters have not fulfilled their obligation therefore as per obligations on the promoter under section 18(1) proviso, the promoters are obligated to pay the interest at the prescribed rate for every month of delay till the handing over of the possession.
- XXII. That the present complaint is not barred by the principle of res-judicata as this complaint is based on a new cause of action which has arisen due to illegal demands made by the respondent in the offer of possession letter dated 11.11.2024 and cancellation of unit of the complainant on non-payment of the same.

**C. Relief sought by the complainant:**

9. The complainant has sought following relief(s):
- i. Direct the respondent to set aside cancellation/offer of possession and illegal demands mentioned therein.
  - ii. Direct the respondent to handover possession, execute conveyance deed and payment/adjustment of delay possession charges.
10. On the date of hearing, the Authority explained to the respondents/promoter 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.
11. The respondents/promoter put in appearance through its counsel and marked attendance on 22.01.2025 and 02.04.2025. Despite specific directions for filing of reply, the respondents have failed to comply with the orders of the Authority. It shows that the respondents were intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of above, the defence of the respondents was struck off vide proceedings dated 09.07.2025. However, in the interest of justice, vide

proceedings dated 24.09.2025, the respondents were given an opportunity to file written submissions in the matter within a period of two weeks, but the same has not been filed by it till date. In view of the above, the Authority is deciding the present complaint on the basis of documents available on record as well as submissions made by the complainant.

12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the complainant.

**D. Maintainability of complaint:**

13. In the present complaint, the complainant intends to continue with the project and is seeking possession, execution of conveyance deed, adjustment of delay possession charges and setting aside of cancellation/offer of possession and illegal demands mentioned therein. The complainant has submitted that he has purchased a flat bearing no. G-502, measuring 1695 square feet, from Ms. Ragini Bisaria through the respondent, Tashee Land Developers Private Limited. On 14.07.2011, respondent no. 1 issued a formal letter acknowledging the transfer of rights and interest in the said unit. Furthermore, the amount paid by the original allottee, Rs.12,50,519/- was also credited in favor of the complainant. On 22.02.2013, a one-sided builder buyer agreement was executed between the respondent and complainant for the unit. As per clause no. 2.1 of BBA, the respondents were obligated to hand over the possession of the unit in question within an approximate period of 36 months from the date of sanction of the building plans of the said colony. The respondent(s) continued to raise demands, and the complainant, in good faith, made payments in response to each demand raised by the respondents against his unit. On 07.11.2017, the

respondent(s) issued a statement of account, which reveals that the complainant had already paid a substantial sum of Rs.68,58,810/- which is 99.16 % of the total sale consideration. Despite having paid a substantial portion of the total consideration, the complainant is still awaiting possession of his unit. The complainant being aggrieved by the respondent's actions and misconduct, approached this Authority and filed a complaint vide CRN 663 of 2019 titled "*Ishwer Singh Dahiya versus Tashee Land Developers Pvt Ltd. & Anr.*". The complainant sought relief to obtain possession of his unit, along with delay possession charges and vide order dated 22.01.2020, the said complaint was allowed in favour of the complainant. However, the respondent failed to comply the directions of this Authority. As a result, the complainant filed an execution petition bearing No. 2607 of 2020 to ensure compliance with the order. After filing the execution petition, the respondent handed over 10 cheques totaling Rs.15,06,109/- as partial payment of the decretal amount to the complainant's counsel. This transaction is documented in the interim order dated 16.12.2021, issued by the Adjudicating Officer. On 21.02.2023, the Adjudicating Officer directed the issuance of a Recovery Certificate. Consequently, Recovery Certificate No. 225, dated 02.05.2023, was issued. As per the Recovery Certificate, the respondents are obligated to pay delay possession charges amounting to Rs.57,28,534/-. However, after deducting the partial delay possession charges already paid, the respondents remain liable to pay Rs.41,30,318/- to the complainant on account of delay possession charges till 30.04.2023. Thereafter, a settlement agreement dated 06.02.2024 was executed between the parties vide which the respondents agreed to pay a total sum of Rs. 41,30,318/- as mentioned in the Recovery Certificate dated 02.05.2023 on account of delay possession



charges as a settlement amount. However, two cheques amounting Rs.5,00,000/- and Rs. 6,30,318/- drawn on AU Small Finance Bank, issued by the respondent were dishonoured due to insufficient funds. After an expiry of almost 09 years from the due date of possession, on 11.11.2024, the respondent(s) issued the offer of possession for the complainant's unit. The offer of possession includes unreasonable and unjustified demands and also includes multiple charges beyond the scope of the agreement. It is crucial to note here that there is only 5% of BSP and IFMS as final payment is outstanding on the part of the complainant as per the payment plan opted by him. It is also worth noting that the respondent is demanding an unreasonable demand of Rs.45,17,335/-. On 15.11.2024, the complainant sent a detailed email to the respondent, highlighting concerns regarding the unreasonable and incorrect charges levied in the offer of possession letter dated 11.11.2024. The complainant reiterated his willingness to settle outstanding dues, provided that the delay possession charges, as ordered by this Authority, are duly adjusted and paid by the respondent to the complainant. However, the respondents deliberately ignored the complainant's correspondence and efforts, failing to provide any response and after issuance of two reminders dated 25.11.2024 and 07.12.2024, the unit of the complainant was ultimately cancelled by the respondent on 13.12.2024. This cancellation was purportedly due to non-payment of the demand raised by the respondents in the offer of possession letter dated 11.11.2024. The respondents' actions reek of duplicity, as evidenced by their email dated 18.12.2024, wherein they withdrew their cancellation letter dated 13.12.2024. The reason cited was that "M/s Catalyst Trusteeship Limited had filed a petition in the High Court of Chandigarh, bearing No. CWP No. 15494 of 2024, in which the complainant is a party.

14. After considering the documents available on record as well as submissions made by the complainant, the Authority observes that the complainant has previously filed a complaint bearing no. *CR/663 of 2019 titled as "Ishwer Singh Dahiya versus Tashee Land Developers Pvt Ltd. & Anr."* before the Authority seeking delay possession charges, possession and execution of all required documents against the unit in question and the said relief was allowed in favour of the complainant vide order dated 22.01.2020. The said fact has also been admitted by the complainant in his pleadings and is not in dispute. Thereafter, on failure of the respondent to comply with the directions given in the order dated 22.01.2020, the complainant filed an execution petition bearing no. E/2607/2020, before the Adjudicating Officer and in view of judgment passed by **Hon'ble High Court of Punjab and Haryana, Chandigarh in CWP No. 14937-2024 (O&M) titled as M/s. Vatika Ltd vs Union of India and Ors.** decided on 24.04.2025, the said execution petition was returned to the Authority for its execution. Further, vide order dated 15.07.2025, it was directed by the Authority that recovery certificate to be issued to the District Collector, Gurugram within a period of 15 days. Accordingly, the said execution petition was disposed of. It is further observed that during proceedings dated 22.01.2025, while hearing arguments on application u/s 36 of the Act, filed by the complainant in the present complaint, the counsel for the respondent has stated at bar that the respondent has withdrawn all the cancellation letters including the one issued in the present matter as recorded at para 3.2 in the order dated 19.12.2024 passed by the Hon'ble High Court of Punjab and Haryana in CWP No 15494 of 2024 (O&M). Even the demand notices issued to the complainants have been withdrawn and the respondent shall be raising fresh demand notices with respect to the unit. The Authority is of the view

that since, the cancellation letter and demand notices issued to the complainant have already been withdrawn by the respondent, the relief sought by the complainant with regard to setting aside of cancellation/offer of possession and illegal demands mentioned therein becomes redundant and is not in issue at the present stage.

15. Further, the rest of reliefs sought by the complainant i.e. direction to the respondent to handover possession, execution of conveyance deed and payment/adjustment of delay possession charges has already been heard and decided by the Authority vide order dated 22.01.2020 in the former complaint bearing no. CR/663/2019. Thus, the subsequent complaint on same cause of action is not maintainable before the Authority and is barred by the principle of res-judicata as the matter in issue between the same parties has already been heard and decided by the Authority. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. Therefore, subsequent complaint on same cause of action is barred by the principle of res-judicata as provided under Section 11 of the Code of Civil Procedure, 1908 (CPC). Section 11 CPC is reproduced as under for ready reference:

*"11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.*

**Explanation I.**—*The expression "former suit" shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.*

**Explanation II.**—*For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.*

**Explanation III.**—The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.

**Explanation IV.**—Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.

**Explanation V.**—Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.

**Explanation VI.**—Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating .

**1[Explanation VII.**—The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.

**Explanation VIII.** —An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as res judicata in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised.]”

16. The Authority is of view that though the provisions of the Code of Civil Procedure, 1908 (CPC) is, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided therein are the important guiding factors and the authority being bound by the principles of natural justice, equity and good conscience has to consider and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the act if such provision is based upon justice, equity and good conscience. Thus, in view of the factual as well as legal provisions, the present complaint stands dismissed being not maintainable. File be consigned to the registry.

17. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
18. The complaints stand disposed of.
19. Files be consigned to registry.

  
**(Phool Singh Saini)**  
Member

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.12.2025

