

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

**Complaint no. : 5605 of 2024**  
**Date of filing: 21.11.2024**  
**Date of decision: 09.12.2025**

Gopal Kacker & Lalina Kacker  
R/o: - D-843, New Friends Colony, New Delhi-110065

**Complainants**

**Versus**

M/s Athena Infrastructure Limited.  
**Regd. Office at:** M-62 & 63, 1<sup>st</sup> floor, Connaught Place,  
New Delhi-110001

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri P S Saini

**Chairman**  
**Member**

**APPEARANCE:**

Sh. Arzoo Raj (Advocate)  
Sh. Arun Kumar (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint dated 21.11.2024 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities

and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

Sr. No.	Particulars	Details
1.	Name of the project	"Enigma, Sector-110, Gurgaon.
2.	Total area of the project	15.6 acres
3.	Nature of the project	Group housing project
4.	DTCP license no.	213 of 2007 dated 05.9.2007 valid till 04.09.2024 10 of 2011 dated 29.01.2011 valid till 28.01.2023
	Name of licensee	M/s Athena Infrastructure Private Limited
		64 of 2012 dated 20.06.2012 valid till 19.06.2023
	Name of licensee	Varall Properties
5.	Registered/not registered	351 of 2017 dated 20.11.2017
6.	Unit no.	A-022, 2 <sup>nd</sup> floor, Tower no. A [pg. 38 of complaint]
7.	Area of the unit	3400 sq. ft (super area). [pg. 38 of complaint]

8.	Date of BBA	20.07.2011 [pg. 34 of complaint]
9.	Possession clause	<p><b>21.</b></p> <p><i>The developer shall endeavor to complete the construction of the said building/unit within a period of three years, with a six-month grace period thereon from the date of execution of Flat buyer's agreement subject to timely payment by the Buyer(s) of total sale price payable according to the Payment Plan applicable to him or as demanded by the Developer.</i></p> <p><i>(Emphasis supplied)</i></p> <p>[pg. 42 of complaint]</p>
10.	Due date of possession	20.01.2015  <b>(Note:</b> 3 years from date of agreement i.e., 20.07.2011 + 6 months grace period allowed being unqualified)
11.	Basic consideration.	<p>Sale ₹ 1,75,99,999/- [at page 38 of complaint]</p>
12.	Total amount paid by the complainant	₹ 2,04,92,683/- [as per ledger dated 03.07.2018 at page 60 of complaint]
13.	Offer of possession	06.04.2018
14.	Occupation certificate	03.07.2018
15.	Termination letter	30.10.2024 [page 123 of complaint]

## B. Facts of the complaint

3. The complainant has made the following submissions: -

- a. That the respondent, being the developer of the project known as Indiabulls Enigma situated at Sector-110, Gurugram, Haryana has extensively advertised about the said project and based upon the representations made by the respondents, the complainants had applied for the allotment of a residential unit having an area of approximate covered area of 3400 sq. ft. along with proportionate undivided interest in the land beneath as well as rights of usage of common areas and facilities in the complex and 2 covered car parking spaces in the project in the year 2011. That the total price of the unit was Rs.1,75,99,999/-.
- b. That the complainants were allotted a residential unit bearing no. A-022, on the 2<sup>nd</sup> floor in tower/block no. A in terms of the allotment letter dated 02.05.2012 and flat buyer's agreement dated 20.07.2011 was duly executed between complainants and the respondents.
- c. That as per the BBA, the construction of the unit would be complete within a period of 3 years (with a grace period of 6 months thereafter) from the date of execution of the agreement, and immediately upon the completion of construction of the said unit, the respondent would issue final call notice to the complainants, who shall take possession within 60 days thereafter. Since the said agreement was executed on 20.17.2011, in terms of the agreement the construction of the unit was to be completed by the respondent (including the 6-month grace period) latest by 20.01.2015
- d. That as per payment plan, the payments in respect of the unit were to be made in instalments, which were linked with stages of construction of the project. The complainants have always been in full compliance of the terms

of the agreement, and the same is inter alia reflected by all the instalments paid by the complainants to the respondent as and when demanded. The complainants have paid to the respondent a total sum of Rs.2,04,92,683/- as and when required to be paid in terms of the agreement, which is approximately 95% of the sale consideration of the unit.

- e. That, due to inordinate delays and defaults on the part of the respondent, the respondent failed to handover the possession of the unit to the complainants within the stipulated time period, as a result of which the complainants were constrained to file a complaint against the respondent under section 31 of Real Estate ( Regulation & development) Act, 2016 thereby praying that the respondent be directed to refund the entire amount money paid by the complainants to the respondent along with interest at the prescribed rate, in terms of section 18 of the Act. The said complaint was registered as complaint no 1485 of 2018.
- f. That the Authority vide its order and judgment dated 25.07.2022 passed in the complaint no. 1485 of 2018, the Authority observed that thought the complainant were obliged to take possession of the unit since the construction was complete and the possession had been offered by the respondent, however the respondent is obliged to pay delay compensation for the entire period of delay to the complainants from 20.01.2015 till 30.09.2018. Accordingly, the Authority was pleased to direct the respondent shall pay interest at the prescribed rate of 9.80% per annum for every month of delay on the amount paid by the complainants from the due date of possession, i.e., 20.01.2015 till expiry of 2 months from the

date of offer of possession, i.e., 03.09.2018 as per section 19(10) of the Act. The said amount would be paid by the respondent within 90 days from the date of this order.

- g. That the respondent failed to comply with the order and judgment dated and 25.07.2022 and failed to make the payment of the amount of delay interest to the complainants within stipulated time. As a result of the failure of the respondent to comply with the judgment dated 25.07.2022, the complainants filed an Execution petition, thereby praying for the execution of the order and judgment dated 25.07.2022 passed by the Authority in complaint no. 1485 of 2018 in terms of which the respondent had been directed to pay interest at 9.80% per annum to the complainants for every month of delay on the amount paid by the complainants from 20.01.2015 till 03.09.2015. The said execution petition was registered a RERA-GRG-No. 7772-2022 before the Adjudicating Officer.
- h. That vide order dated 10.03.2023 passed by the Adjudicating Officer in the execution petition, the Adjudicating Officer was pleased to take cognizance of the said execution petition and was pleased to direct that the file be sent to the CA for preparing the Recovery Certificate, for calculating the recovery amount under the order and judgment dated 25.07.2022.
- i. Thereafter, a Recovery Certificate dated 12.09.2023 under section 40 of the Act was drawn up, and in terms of the Recovery certificate a sum of Rs.91,86,052/- was payable by the respondent to the complainants towards interest for delayed possession up to 31.07.2023. The RC was duly

sent by the Adjudicating Officer to the Collector, Gurugram for recovering the amount from the respondent.

- j. That the execution petition came up for hearing before Adjudicating Officer on 27.08.2024. On the said date of hearing, it was stated on behalf of the respondent that the sum of Rs.91,86,052/- has been deposited by the respondent with the Authority. The respondent also filed some objections against the calculation done by the Account Officer. However, the Adjudicating Officer was pleased to observe that no such objections were on record and vide hi order dated 27.02.2024, the Adjudicating Officer was pleased to direct that the amount of Rs.91,86,052/- be released in favour of the complainant, in compliance of the judgment and order dated 25.07.2022 passed by the Authority in complaint no. 1485 of 2018.
- k. That in compliance of order date 27.08.2024, the amount of Rs.91,86,052/- was accordingly released by the accounts officer in favor of the complainant. After the release of the amount, the complainants approached the respondent on several occasions thereby requesting the respondent to handover the possession of the unit to the complainants after completing the requisite formalities. The respondent tried to avoid all communication with the complainants. The complainants have already paid a huge sum of Rs.2,04,92,683/- to the respondent so far, which is approximately 95% of the total sale consideration of the unit.
- l. The complainant was shocked to receive a letter dated 27.09.2024 from the respondent thereby calling upon the complainants to refund a par of money i.e. Rs.8,78,848/- which had been released in favor of the complainant by

the Adjudicating Officer in compliance with the order dated 27.08.2024 passed by the Adjudicating Officer. That the amount had been released in favour of the complainant as per the order dated 27.08.2024, on the basis of the Recovery Certificate which had been issued by the Authority and therefore the respondent had absolutely no right or entitlement to seek refund of the amount from the complainant. The order has never been challenged by the respondent and has attained finality. Further, apart from seeking a refund of part of the amount, the respondent also raised other huge illegal demands such as sum of Rs.12,55,733/- as holding charges and Rs.2,26,032/- as interest on holding charges, which is absolutely unlawful and illegal as has been held by the Haryana Real Estate Appellate Tribunal, the National Consumer Disputes Redressal Commission as well as hon'ble Supreme Court in various decisions. That by way of the letter dated 27.09.2024, the respondent threatened the complainant that in the event the complainant does not comply with the illegal and unlawful demands of the respondent within a period of 7 days from the receipt of the letter, the respondent will cancel the allotment of the complainant. The demands mere absolute illegal and unlawful, more so in view of the fact that the complainant had already paid about 95% of the total sale consideration in respect of the unit, and the only amount remaining was the final instalment payable at the time of taking over of possession. However, the respondent, by raising such illegal and unlawful demands was attempting to nullify the orders passed by the Adjudicating Officer as well as Authority.

- m. That the complainant issued reply dated 04.10.2024 to the illegal demand letter dated 07.09.2024, thereby clearly stating therein that the demand of Rs.49,72,306/- raised by the respondent was absolutely illegal and unlawful and was in complete contravention and derogation of the order passed by the Adjudicating Officer. The respondent had no right to ask for a refund of amount which the complainant had received from the Account Officer since the same was in compliance of the order dated 27.08.2024 passed by the Adjudicating Office. The complainant called upon the respondent to withdraw the illegal demands raised in the demand letter dated 27.09.2024 and issue a fresh demand letter with the correct and lawful amount which was payable by the complainant so as to enable the complainant to take over possession of the aid unit.
- n. That the respondent completely ignored the reply dated 04.10.2024 issued by the complainant and instead of issuing a fresh letter which the correct and lawful amount payable, the respondent issued a completely illegal and unlawful termination/cancellation letter dated 30.10.2024 thereby illegal terminating the allotment of the complainant. In the termination letter, it was stated that since the complainant failed to make the payment of the amount of Rs. 49,72,306/-, the respondent is terminating the allotment of unit in question and forfeiting an amount of Rs.34,28,894/- from the entire amount paid by the complainant to the respondent.
- o. That by issuing the illegal and unlawful demand letter dated 27.09.2024 and the illegal termination letter dated 30.10.2024, the respondent has not only tried to arm twist the complainant but has also attempted to

undermine the Authority of this Authority and Adjudicating Officer, which also amounts to contempt of court.

p. The complainants are filing the present complainant thereby praying this Authority be pleased to set aside/nullify that the demand letter dated 27.09.2024 as well as termination letter dated 30.10.2024 both of which are absolutely unlawful and illegal and further direct the respondent to handover possession of the unit to the complainant upon payment by the complainant of the legitimate demand payable at the time of taking over possession, in terms of the agreement i.e., 5% of the BSP which as per the demand letter issued by the respondent itself, comes to a sum of Rs.15,34,415/-.

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

4. The complainant has sought following relief(s):
  - a. To pass an order thereby setting aside the demand letter dated 27.09.2024 as well as the termination/cancellation letter dated 30.10.2024 issued by the respondent, as the same are unlawful and illegal.
  - b. Direct the respondent to handover possession of the said unit to the complainants upon payment by the complainant of the legitimate demand payable at the time of taking over possession, in terms of the builder buyer agreement i.e., 5% of the BSP.
5. On the date of hearing, the Authority explained to the respondent /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.

**D. Reply by the respondent.**

6. The respondent has contested the complaint on the following grounds: -

- a. That the complainants are estopped by their acts, conduct, acquiescence, laches, omissions, etc. from filing the present complaint.
- b. That the respondent does not accept the alleged facts, grounds or reliefs sought, etc and denies all and every contention/submission etc made in lieu of the same. That nothing in the present complaint as alleged, is liable to be used against the respondent being decided as acceptance or acquiescence unless has been specifically and categorically admitted to hereunder.
- c. That the present complaint is devoid of any merits and has been preferred with the sole motive of harassing the respondent. The present complaint is liable to be dismissed on the ground that the claim of the complainants is unjustified, misconceived and without any basis, as against the respondent.
- d. That the complainants neither have aby cause of action nor any locus standi to file the present complaint against the respondent, especially when the complainants are themselves defaulted in clearing the balance sale consideration of the unit till date even after waiting for more than 6 years post offering possession of his unit to them and thus also in violation of the provisions of the RERA Act, 2016.

- e. That the complainants are in clear violation of the provisions of section 19(6) & (7) of the Act, which apart from other things, also obligates an allottee to timely clear all the payments, as specified in the agreement for sale. The complainant miserably failed to clear dues even after lapse of almost 06 long years.
- f. That the complainants have preferred the present complaint against termination letter dated 30.10.2024, thereby alleging the same as illegal and unlawful, despite knowing the fact that they have been wilful defaulters, who have failed to clear their outstanding dues towards the sale consideration of the unit as per payment plan agreed upon the terms of the contract/BBA executed with the respondent. The complainant failed to perform their obligations, as laid down in the RERA Act, 2016. The allotment of the complainants got cancelled/terminated, after sending various reminders to them and the unit is further sold to a new buyer w.e.f. 14.11.2024, who is already in physical possession of the unit.
- g. That the possession was offered to the complainants on 03.07.2018, the factum of which already recorded/captured at para 2 of page 4 in the final judgment dated 25.07.2022 passed by this Authority in the complaint bearing no. 1485 of 2018, filed by the complainants against the respondent.

h. That as per the possession letter dated 03.07.2018, the complainants were also called upon to make payments remaining sale consideration amount, remain due as balance payment on their part, as per the payment plan stipulated in the terms of the duly signed & executed BBA for their unit. That on 02.07.2018, the agreed delay penalty amount of Rs.5,89,376/- was also given by the respondent to the complainants in terms of the agreed clauses of the BBA, which by virtue of the judgment dated 25.07.2022, this Authority directed to be refunded to the respondent. As per section 19(7) of the Act, 2016, interest is applicable on delay payments towards the sale consideration of the unit. The allegations of the complainants are completely baseless and incorrect, as the respondent has only acted in accordance to the legal rights available with it, for Recovery of unpaid amount/dues, followed by necessary actions, as per law and strictly in terms of the BBA signed for the unit.

i. That as per the terms of BBA it was agreed by the complainants that timely payment of the instalments/dues shall be the essence of the agreement and further that breach of the same by the complainants would lead to cancellation of the agreement. The complainants being fully aware and agreed to the above term of the agreement, still breached the same and defaulted in making the payments, as per the payment plan opted by them

in terms of the agreement, which lead to cancellation of the agreement and allotment in the unit.

- j. That the complainants failed to clear the balance sale consideration, as per the possession letter dated 03.07.2018, the respondent sent various reminders letters especially on 08.01.2019 & 02.03.2020 to the complainants, thereby calling them to remit the balance sale consideration, which was due since 03.07.2018. However, the complainants never made payments of the balance sale consideration towards the unit while completely ignoring the reminders sent to them.
- k. That as per clause 21 of the BBA, the complainants agreed to take the physical possession of their unit within 60 days from the final call letter issued to them, failing which the complainants shall be liable to bear all taxes, outflows and maintenance charges/cost towards the allotted unit along with interest and penalties on the delayed payment irrespective of the fact whether they have taken the possession nor not.
- l. That this Authority while passing the judgment has aptly held that since the constructions was completed, and possession was offered as such the complainant was obligated to take the possession of the unit. However, despite the specific directions of this Authority the complainant never took the physical possession of his unit and neither clear the balance sale consideration towards his unit.

m. That while dealing with one of the complaint, this Authority vide its full bench passed a judgment dated 23.07.2024 in complaint no. 5151 of 2021 titled as "*Varun Ahuja & Anr. Vs. M/s Manglam Multiplex Pvt. Ltd.*", wherein this Authority while adjudicating identical grounds i.e. cancellation of allotted unit due to default in making timely payment, has held that as per section 19(6) and 19(7) of the Act, 2016, the allottees are under obligation to make timely payment as per the payment plan towards consideration of the allotted unit. The complainants continued with their default and making payment even after of various reminders letters as such the cancellations done by the respondents was held to be valid.

n. That a bare perusal of section 36 of the RERA Act, 2016, mandates that section 36 of the RERA Act, becomes applicable when an act is done which is in contravention of the RERA Act, or the rules and regulations made thereunder. That the complainant through application have merely disputed the demand letter dated 27.09.2024 and termination letter dated 30.10.2024 whereby raising allegations of violations committed by the respondent. However, there is no justification given by the complainant in his application to substantiate the same. There has been no violation on the part of the respondent as alleged in the application.

- o. That the complainant has alleged that the respondent violates the orders passed by this Authority as well as Adjudicating Officer, which is baseless and incorrect statement made by them without any reasonable justification.
- p. That the decree as passed in favour of the complainant by this Authority in compliant no. 1485 of 2018 already stands satisfied in full in favour of the complainant. However, the balance consideration towards the unit remained unpaid for more than 6 years, from the date when possession was offered to the complainant.
- q. That the present complaint is not maintainable as the complainants are themselves in default and violation of the provisions of the RERA Act, 2016 and also the terms & conditions of the BBA by not making payment of the possession outstanding dues towards the sale consideration of the unit.

7. All other averments made in the complaint were denied in toto.

8. 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 parties.

**E. Jurisdiction of the authority**

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial jurisdiction**

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

#### **E. II Subject matter jurisdiction**

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

##### ***Section 11***

.....

##### ***(4) The promoter shall-***

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

##### ***Section 34-Functions of the Authority:***

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

12. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

#### **G. Findings on the relief sought by the complainants**

**G.I** To pass an order thereby setting aside the demand letter dated 27.09.2024 as well as the termination/cancellation letter dated 30.10.2024 issued by the respondent, as the same are unlawful and illegal.

**G.II.** Direct the respondent to handover possession of the unit to the complainants upon payment by the complainant of the legitimate demand payable at the time of taking over possession, in terms of the builder buyer's agreement i.e. 5% of the BSP.

13. It is important to note that the complainant had previously filed CR No. 1485 of 2018, which was disposed of vide **order dated 25.07.2022**, wherein this Authority directed the respondent herein to pay interest for every month of delay from due date of possession. The relevant part of the Order dated 03.02.2021 is reproduced herein:

*"51. Hence, the Authority hereby pass this order and issue 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:*

- (i) The respondent is directed to pay interest at the prescribed rate i.e. 9.80% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 20.01.2015 till the expiry of 2 months from the date of offer of possession i.e. 03.09.2018, as per section 19(10).*
- (ii) The respondent is further directed that from the amount so payable on account of delay possession charges, the respondent shall adjust amount already paid by it towards delay possession charges after providing proper statement of accounts.*
- (iii) The respondent is directed to pay arrears of interest accrued within 90 days from the date of this order."*

14. Subsequently, the complainant filed an execution petition (bearing no. 7772 of 2022), wherein a decretal amount of Rs. 91,86,052/- was determined as the sum to be paid to the complainant by the respondent. However, on 11.11.2024, it is recorded that the entire decretal amount has been already recovered and nothing remains in the execution petition.

15. After consideration of all the facts and circumstance, Authority is of view that the present complaint seeking setting aside of demand letter dated 27.09.2024 is not maintainable in light of the fact that the complainant had already exercised the remedy of delay possession charge under Section 18 of the Real Estate (Regulation and Development) Act, 2016 ("RERA Act") which was granted on 25.07.2022.
16. Further, this Authority cannot re-write its own orders and lacks the jurisdiction to review its own order as the matter in issue between the same parties has been heard and finally decided by this Authority in the former complaint bearing CR No. 1485 of 2018. 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 1.—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."

17. 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.

18. Complaint stands disposed of.
19. File be consigned to registry.



(P S Saini)  
Member



(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Date: 09.12.2025