



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

EXECUTION NO. 185 OF 2023

IN

COMPLAINT NO. 1356 OF 2021

Vanita Singhal and Sanjay Singhal

....DECREE HOLDERS

VERSUS

GNEX Realtech Private Limited

....JUDGMENT DEBTOR

Coram:

Sh. Chander Shekhar

Member

Date of Hearing: 13.03.2026

Hearing: 14th

Present:

Mr. Vaibhav Grover, Advocate, for the Decree Holders
through VC.

Mr. Viren Sibal, Advocate, for the Judgment Debtor through
VC.

ORDER

Today the case was fixed for further arguments, if any and
Csb consideration.

2. On the last date of hearing, learned counsel for the decree holders
submitted that the decree holders want to claim ₹46,502/- as additional interest

which still remain pending after execution of the conveyance deed as there is no settlement with regard to additional interest in the conveyance deed to which learned counsel for the judgment debtor has objected and stated that no such amount is pending as conveyance deed has already been executed.

3. The Authority has considered the submissions and perused the conveyance deed, particularly clauses 5 and 6, which are directly relevant to the present case. The clauses are reproduced in full as under:

Clause 5: "That the actual, vacant, peaceful physical possession of the said Unit has been handed over by the Vendor to the Vendee and the Vendee is in actual physical possession of the said Unit hereby sold, as its true and absolute owner. The Vendee confirms that he/she has inspected and satisfied himself/herself about all amenities, facilities provided and attached with the said Unit/project like boundary/roads/sewerage/water/electricity connection etc. and further confirms that these are in consonance with the applicable drawings, designs and specifications pertaining to the said project.

Clause 6: "The Vendee agrees, confirms and undertakes that having received the actual, vacant, peaceful physical possession of the said Unit from the Vendor; he/she has been left with no other or further claim, interest, compensation or any grievance of any nature and in any respect whatsoever against the Vendor with regard to the said Unit. The Vendee further confirms that he/she has/have no objection, claim or grievances against the Vendor in respect of any item of work or amenities, facilities connected or attached with the said Unit situated within the Project and the development

Cth

works in respect of said Unit is complete in all respects."

4. A perusal of the above clauses clearly shows that the decree holders have received actual, vacant, peaceful physical possession of the unit and have inspected the unit and all associated amenities, expressing full satisfaction. Clause 6 unequivocally records that the vendees/deed holders have no further claim, interest, compensation, or grievance of any nature whatsoever against the vendor/judgment debtor in respect of the said unit or project, which constitutes a full and final settlement of accounts between the parties. Further, the principle of estoppel operates squarely in this case, as the decree holders, having admitted in writing that accounts have been settled to obtain execution of the conveyance deed, cannot now take a contrary stand to claim any additional amount. Execution proceedings cannot be used to raise claims which have already been waived or settled by the parties and permitting such a claim would directly contradict the express terms of Clauses 5 and 6 and the settled position of the parties. Accordingly, the Authority is of the considered view that the claim of the decree holders for ₹46,502/- towards additional interest is not maintainable and stands dismissed and no further claims in respect of the said unit/project shall be entertained, with the execution petition proceeding strictly in accordance with the settlement recorded in the conveyance deed.

5. In view of the foregoing discussion, the application of the decree holders demanding payment of additional interest from the judgment debtor stands rejected as being devoid of merit. The present execution is **disposed of** as fully satisfied. Let, the file be consigned to record room after uploading the order on the website of the Hon'ble Authority.


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(CHANDER SHEKHAR) \\
MEMBER

13.03.2026
Gaurav Saini
(Law Associate)