

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

Date of decision: 12.03.2026

NAME OF THE BUILDER		M/s M3M India Limited	
PROJECT NAME		"M3M Woodshire" Situating at: Sector Dwarka Expressway Sector 107, Gurugram, Haryana	
S. No.	Case No.	Case title	Appearance
1.	CR/4398/2025	Vinita Chaudhary Vs. M/s M3M India Limited	Shri Sanjeev Sharma, Advocate (Complainant)
2.	CR/4399/2025	Harsh Kaushik and Manoj Bedi Vs. M/s M3M India Limited	Ms. Shriya Takkar, Advocate (Respondent)

CORAM:

Shri Phool Singh Saini

Member**ORDER**

1. This order shall dispose of the aforesaid both the complaints titled above filed before this authority 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 projects, namely, '**M3M Woodshire**' being developed by the same respondent-promoter i.e., M/s M3M India Limited. The terms and conditions of the builder buyer's



agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking award for delayed possession charges and other reliefs.

3. The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given below:

Project Name and Location	"M3M Woodshire" at Dwarka Expressway Sector 107, Gurugram, Haryana
Project area	18.88125 acres
DTCP License No. and validity	33 of 2012 dated 12.04.2012 valid upto 11.04.2018
RERA Registered or Not Registered	Not Registered
Possession clause as per builder buyer's agreement	<p>16. POSSESSION OF THE APARTMENT</p> <p>"16.1. The Company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the Apartment within a period of Thirty Six (36) months from the date of commencement of construction which shall mean the date of laying of the first plain cement concrete/mud-mat slab of the Tower or the date of the execution of this Agreement, whichever is later ("Commitment Period"). Should the possession of the Apartment not be given within the Commitment Period due to any reason (except delays mentioned in clause 16.4 below), the Allottee agrees to an extension of One Hundred and Eighty (180) days ("Grace Period") after expiry of the Commitment Period for handing over the possession of the Apartment. In case of failure of the Allottee to make timely payments of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable in accordance with the Payment Plan or as per the demands raised by the Company from time to time in this respect, despite acceptance of delayed payment along with interest or any failure on the part of the</p>



	Allottee to abide by any of the terms and conditions of this Agreement, the time periods mentioned in this clause shall not be binding upon the Company with respect to the handing over of the possession of the Apartment." [Emphasis supplied] (Page no. 42 of complaint)
Due date of possession	08.02.2017 (Note: - the due date of possession calculated from the date of execution of buyer's agreement in the absence of commencement of construction which shall mean the date of laying of the first plain cement concrete/mud-mat slab of the Tower plus six months grace period is allowed being un conditional)
Occupation certificate	20.04.2017 and 24.07.2017 (As per DTCP website)
Completion certificate	27.01.2025 (As per DTCP website)

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. and size	Date of Allotment Letter and Execution of BBA	Basic/Total Sale Consideration and Total Amount paid by the complainant	Due date of possession and offer of possession and intimation for termination
1.	CR/4398/2025 Vinita Chaudhary Vs. M/s M3M India Limited. DOF: 27.08.2025 RR: Not Received	MW TW- B09/0102, Floor-01, in Tower- B9 Super area 1943 sq. ft. (Page no. 22 of Complaint)	AL: - Not annexed BBA 08.08.2013 (Page no. 19 of complaint)	TSP- Rs.1,12,58,327/- (As per payment plan annexure-A, at page no. 60 of complaint) AP- Rs.18,84,659/- (As per intimation for termination at page 66 of complaint)	Due date: 08.02.2017 OOP: Not Offered IOT 13.05.2014 (Page no. 66 of complaint)
2.	CR/4399/2025 Harsh Kaushik and Manoj Bedi Vs. M/s M3M India Limited. DOF: 23.08.2024	MW TW- B05/0804, Floor-05, in Tower- B5 Super area 1355 sq. ft. (Page no. 24 of Complaint)	AL: - 25.01.2013 (Page no. 15 of complaint) BBA 01.05.2013 (Page no. 21 of complaint)	TSP- Rs.72,97,765/- (As per payment plan annexure-A, at page no. 65 of complaint) AP- Rs.27,25,085/-	Due date: 01.11.2017 OOP: Not Offered IOT 09.07.2014

	RR: Not Received		(As per intimation for termination at page 71 of complaint)	(Page no. 66 of complaint)																				
The complainant herein is seeking the following reliefs: <ol style="list-style-type: none"> To set aside the termination letter dated 13.05.2014. Direct the Promoter/Builder to refund the entire amount paid by the complainant along with the interest till realization of amount. The litigation cost of Rs.1,50,000/- as legal expenses be made to the complainant. 																								
Note: In the table referred above certain abbreviations have been used. They are elaborated as follows: <table border="1"> <thead> <tr> <th>Abbreviation</th> <th>Full form</th> </tr> </thead> <tbody> <tr> <td>DOF</td> <td>Date of filing of complaint</td> </tr> <tr> <td>RR</td> <td>Reply received</td> </tr> <tr> <td>AL</td> <td>Allotment letter</td> </tr> <tr> <td>BBA</td> <td>Builder Buyer's Agreement</td> </tr> <tr> <td>DPC</td> <td>Delayed possession charges</td> </tr> <tr> <td>TSC</td> <td>Total sale consideration</td> </tr> <tr> <td>AP</td> <td>Amount paid by the allottee/s</td> </tr> <tr> <td>OOP</td> <td>Offer of possession</td> </tr> <tr> <td>IOT</td> <td>Intimation of Termination</td> </tr> </tbody> </table>					Abbreviation	Full form	DOF	Date of filing of complaint	RR	Reply received	AL	Allotment letter	BBA	Builder Buyer's Agreement	DPC	Delayed possession charges	TSC	Total sale consideration	AP	Amount paid by the allottee/s	OOP	Offer of possession	IOT	Intimation of Termination
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4. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/4398/2025** titled as "**Vinita Chaudhary Vs. M/s M3M India Limited**" are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

5. 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/4398/2025 titled as "Vinita Chaudhary Vs. M/s M3M India Limited"

S. No.	Particulars	Details
1.	Name of the project	"M3M Woodshire"
2.	Location of the project	Dwarka Expressway Sector 107, Gurugram.
3.	Nature of the project	Group Housing Colony
4.	Project area	18.88125 acres



5.	DTCP license no.	33 of 2012 dated 12.04.2012 valid upto 11.04.2018
6.	Name of licensee	Cogent Realtors Pvt. Ltd.
7.	Registered/not registered	Not registered
8.	Allotment letter	Not annexed
9.	Unit No.	MW TW-B09/0102, Floor-01, in Tower-B9 (Page no. 22 of complaint)
10.	Area of the unit	1943 sq. ft. [Super Area] (Page no. 22 of complaint)
11.	Date of execution of apartment buyer's agreement	08.08.2013 (Page no. 19 of complaint)
12.	Possession clause	<p>16. POSSESSION OF THE APARTMENT</p> <p><i>"16.1. The Company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the Apartment within a period of Thirty Six (36) months from the date of commencement of construction which shall mean the date of laying of the first plain cement concrete/mud-mat slab of the Tower or the date of the execution of this Agreement, whichever is later ("Commitment Period"). Should the possession of the Apartment not be given within the Commitment Period due to any reason (except delays mentioned in clause 16.4 below), the Allottee agrees to an extension of One Hundred and Eighty (180) days ("Grace Period") after expiry of the Commitment Period for handing over the possession of the Apartment. In case of failure of the Allottee to make timely payments of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable in accordance with the Payment Plan or as per the demands raised by the Company from time to time in this respect, despite acceptance of delayed payment along with interest or any failure on the part of the Allottee to abide by any of the terms and conditions of this Agreement, the time periods mentioned in this clause shall not be binding upon the Company with respect</i></p>



		to the handing over of the possession of the Apartment." [Emphasis supplied] (Page no. 42 of complaint)
13.	Due date of possession	08.02.2017 (Note: - the due date of possession calculated from the date of execution of buyer's agreement in the absence of commencement of construction which shall mean the date of laying of the first plain cement concrete/mud-mat slab of the Tower plus six months grace period is allowed being un conditional)
14.	Total sale consideration	Rs.1,12,58,327/- (As per payment plan annexure-A, at page no. 60 of complaint)
15.	Total amount paid by the complainant	Rs.18,84,659/- (As per intimation for termination at page 66 of complaint)
16.	Intimation of termination	13.05.2014 (Page no. 66 of complaint)
17.	Occupation certificate	20.04.2017 (As per DTCP website)
18.	Offer of possession	Not offered
19.	Completion certificate	27.01.2025 (As per DTCP website)

B. Facts of the complaint

6. The complainant has made following submissions in the complaint: -
- i. That upon the representation made by the respondent and advertisement done in this behalf the respondent was to construct and develop a group housing colony in the name and style of "M3M Woodshire" located at Sector 107 Gurugram, Haryana.
 - ii. That the complainants approached the respondent and showed their willingness to apply for the allotment. Thereafter, the respondent company allotted the apartment no. MW TW- B09/0102 of super area admeasuring



- 1943 sq. ft. located on Floor 01 in Woodshire Tower B9 along with exclusive right to use 1 car parking for a total sale consideration of Rs.1,12,58,327/-.
- iii. That the buyer's agreement was executed between the parties on 08.08.2013. As per the clause 16.1 the possession of the Apartment was to be delivered within a period of thirty-six months from the date of commencement of construction or the date of the execution of BBA whichever is later. The due date calculated from the date of BBA comes out to be 08.08.2016.
- iv. That the construction of the project was not enhancing but meanwhile the complainants had already paid huge amount of Rs.18,84,659/- back in 2013 only to the respondent on the pretext and hope of getting the apartment ready on time as promised and be fooled by respondent, time and again whenever enquired by the complainants but the respondent kept on raising unlawful demands against the construction linked payment plan and the construction of the project was also in delay.
- v. That the complainants were shocked to receive demand cum pre cancellation notice dated 13.05.2014 stating about the unlawful cancellation and forfeiting the entire amount. No refund was ever received by the complainant. The respondent company unlawfully cancelled the booking and forfeited the entire amount paid by the complainant.
- vi. That the complainant through this complaint invokes the jurisdiction of this Authority under section 13 and section 19(4) of the Act, 2016 read with rule 8(2) of the act itself which states: -

SECTION 13

The Promoter shall not accept a sum more than ten percent of the cost of the apartment, plot or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

The agreement for sale referred to in subsection (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed."

vii. Under section 13 of Act, 2016 an advance payment of 10 percent can be taken by the promoter as applicable fee. It is true and admissible as per law but the condition of retaining such money is: -

As per rule 8(2) of the Act: -

8 (2) any application letter
Allotment letter or

Any document signed by the allottee prior to the execution of Registration of the agreement for sale shall not be construed or limit Rights and Interests of the allottee under the agreement for sale or under the act or rules for the Regulations made there under.

viii. It is prayed that respondent be directed to revoke the cancellation and refund the entire amount paid by the complainant along with interest from the date of such amounts paid to the respondent immediately.

C. Relief sought by the complainant

7. The complainant has sought the following relief(s):

- I. To set aside the termination letter dated 13.05.2014.
- II. Direct the Promoter/Builder to refund the entire amount paid by the complainant along with the interest till realization of amount.
- III. The litigation cost of Rs.1,50,000/- as legal expenses be made to the complainant.

8. 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. Application for dismissal of complaint filed by the respondent

9. The respondent has contested the complaint and filed the application for dismissal of complaint instated of reply on the following grounds.

- a. That the present complaint is not maintainable and liable to be dismissed in *limine*. The complainant herein is a member of *Seven Springwood Welfare Association*. The complainant, along with other members of the said Association, has already approached the Hon'ble National Consumer Disputes Redressal Commission, New Delhi, in respect of the allotment (pertaining to apartment no. MW TW-B09/0102, in Group Housing Colony namely *M3M Woodshire being developed in a planned and phased manner over a period of time in Sector 107 Gurugram*) by way of complaint no. 1602 of 2017 titled as: ***Seven Springwood Welfare Association vs. M3M India Limited*** allegedly seeking the relief of refund of the amount deposited along with interest @ 18% p.a. along with litigation cost of Rs.1,00,000/-. The aforesaid complaint is pending adjudication before the Hon'ble National Commission and is now listed for final hearing on 11.12.2025.
- b. Further, the complainant now has approached this Authority by way of the present complaint allegedly seeking refund of the entire amount paid by him. As per Section 71 of the Act, 2016, states that a complaint can only be filed by the complainant after withdrawing his pending case before the consumer commission formed under the Consumer Protection regime.
- c. That the complainant's act of filing different complaints before different forums constitutes forum shopping. Such a practice is not only a misuse of the judicial process but also a deliberate attempt to harass the respondent.

By filing multiple complaints, the complainant seeks to gain a tactical advantage and manipulate the judicial system. The present complaint is nothing but a gross abuse of process of law.

- d. Pertinently, in its complaint before the Hon'ble National Consumer Dispute Redressal Commission, Gurugram, the complainant has allegedly prayed for relief of refund the entire amount paid by the complainant qua apartment bearing no. MW-TWB09/0102 in Group Housing Colony "M3M Woodshire", Sector 107 Gurugram. As submitted above, the said complaint was pending adjudication before the Hon'ble National Consumer Dispute Redressal Commission however, in the meantime, the Complainant has approached the present Hon'ble Authority allegedly seeking setting aside of the termination letter dated 13.05.2014 refund of the amount deposited along with litigation cost of Rs.1,50,000/-. The complainant is making mockery of law and is trying to sail in two boats at the same time. The present complaint is nothing but a gross abuse of process of law.
- e. That further there is no justification on the part of the complainant to approach this Authority raising the same issues in respect of same property which they have already raised before Hon'ble National Commission, New Delhi, which is expressly prohibited. It is clear that the complainant is indulging in forum shopping. It is settled law that litigant cannot be permitted "choice" of the "forum" and every attempt at "forum-shopping" must be crushed with a heavy hand. Further, the consumer redressal agencies constituted under the consumer protection regime and the authorities formed under the real estate regulatory regime have concurrent jurisdiction to deal with grievances of the allottees. However, it is submitted that the complainant has sought distinct and contrary reliefs in their complaint filed before two distinct forums which are not permissible.



- f. That it is not in dispute that both, the Consumer Redressal Agencies constituted under the Consumer Protection Regime and the Authorities formed under the Real Estate Regulatory regime have concurrent jurisdiction to deal with grievances of the allottees. However, if the aggrieved chooses to exercise one remedy, then in such a case the he loses the right to simultaneously exercise the other. Reliance in this regard is placed on the judgment dated 11.01.2021 of the Hon'ble Supreme Court in: Civil Appeal no. 5785 of 2019 titled as: ***Ireo Grace Realtech Pvt. Ltd. vs. Abhishek Khanna and Ors.***
- g. The afore-stated issue goes to the root of the matter and as per the settled law, the same should be decided in the first instance. It is only after deciding the question relating to maintainability of the complaint that the matter is to be proceeded with further. That the Hon'ble Supreme Court has already held in a plethora of judgments that once a preliminary issue is raised by a party before the Authority, it is the duty of the Authority to decide the said preliminary issue at the most preliminary or first stage rather than proceed with the case. It is a well settled law that the issue of limitation or jurisdiction must be decided by the Authority at the very initial stage and such a plea need not be in writing and can be taken orally as well.
- h. That the present complaint is liable to be dismissed since the complainants have initiated proceedings in two forums qua the same property on the same cause of action and it is well known that initiating parallel proceedings before two forums amounts to an abuse of process of law.
- i. That the complainant with a mala fide intent has not disclosed the factum that the complainant, along with other members of the said association, has already approached the Hon'ble National Consumer Disputes Redressal Commission, New Delhi, in respect of the allotment pertaining to apartment

no. MW TW-B09/0102 in Group Housing Colony namely M3M Woodshire being developed in a planned and phased manner over a period of time in Sector 107 Gurugram, by way of complaint no. 1602 of 2017 titled as: **Seven Springwood Welfare Association vs. M3M India Limited**, seeking refund along with other consequential reliefs. Thus, the complainant has not approached this Authority with clean hands and the present complaint is liable to be dismissed on this ground alone.

- E. Reply on behalf of the complainant to the application filed by the respondent seeking dismissal of the complaint**
- a. That the respondent claims that by virtue of the complainant being a member of the RWA of the project in question, i.e., Seven Springwood Welfare Society (**said RWA**); and there being a pending complaint before the NCDRC filed by the said RWA, that the present complaint filed by the complainant in his individual capacity is not maintainable, and/or constitutes forum shopping.
 - b. In this regard it may be noted that it is well established that forum shopping means when a natural or legal person approaches multiple forums seeking same reliefs on the same issues/causes of action – to see where he/it gets the desired relief. However, the facts of the present case and circumstances are vastly different. The complaint filed before the NCDRC is by the said RWA, i.e. a legal person, not a natural person – and the same has been filed on behalf of the said RWA as a whole.
 - c. That the respondent is equating the said RWA to the individual member /complainant herein which cannot be said to be correct in any way. The doctrine of separate legal personality which is recognised in company law, which arose from *Salomon v A Salomon & Co Ltd. [1896] UKHL 1* is analogous to the present matter. As the said RWA acts as an independent body with its own legal identity distinct from its individual members. The



said RWA suing in its own name, or being sued in its own name, is separate from the individual residents of the given Project of such RWA – who happen to be members of the same.

- d. That the respondent's argument could be considered tenable, it may only have a shot at sticking or being considered if it would have been that the present complaint been filed by Rajesh Sharma or on the other hand, had the complaint before NCDRC been titled as *Seven Springood Welfare Association through Vinita Chaudhary*. However, there is nothing of the sort in the present matter and the respondent is merely trying to get this present matter dismissed on absolutely baseless and illegal grounds. Moreover, the proceedings and cases relied upon by the respondent to support its baseless ground of alleged forum shopping are all cases /proceedings where both the case filed before the Authority, as well as before the concerned consumer fora was filed by the individual Allottee, and none of the cases/proceedings relied upon are ones where the complaint filed before the consumer fora was filed by an RWA, and the complaint before the Authority was filed by the individual, with the Authority still holding the same to be liable for dismissal on account of forum shopping.
10. 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.
11. The respondent has filed the written submissions on 23.02.2026 which is taken on record. No additional facts apart from the reply has been stated the written submissions.

F. Jurisdiction of the authority

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

F. I Territorial jurisdiction

13. 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 purposes 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 a complete territorial jurisdiction to deal with the present complaint.

F. II Subject matter jurisdiction

14. 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."

15. 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 complainant at a later stage.

G. Maintainability of complaint.

16. The counsel for the respondent has filed an application for dismissal of the complaint on the ground that the complainant herein is a member of **Seven**

Springwood Welfare Association and an affidavit to this effect has also been submitted by the complainant before NCDRC. The complainant, along with other members of the said Association, has already approached the Hon'ble National Consumer Disputes Redressal Commission, New Delhi, in respect of the allotment (pertaining to apartment no. MW TW-B09/0102, in Group Housing Colony namely "M3M Woodshire" being developed in a planned and phased manner over a period of time in Sector 107 Gurugram) by way of complaint no. 1602 of 2017 titled as: **Seven Springwood Welfare Association vs. M3M India Limited** allegedly seeking the relief of refund of the amount deposited along with interest @ 18% p.a. along with litigation cost of Rs.1,00,000/-. The aforesaid complaint is pending adjudication before the Hon'ble National Commission and is now listed for final hearing on 09.03.2026. Further, the complainant now has approached this Authority by way of the present complaint allegedly seeking refund of the entire amount paid by him.

17. During proceeding dated 05.02.2026, the counsel for the complainant stated that the Hon'ble NCDRC New Delhi is approached by the association. However, the present complaint is filed by the complainant herself as an individual allottee and the complainant cannot withdraw the complaint before the Hon'ble NCDRC New Delhi in an individual capacity.
18. It is observed that the complainant has filed the present complaint seeking the direction to set aside the cancellation letter and refund the entire paid-up amount along with interest under section 18 of the Act, 2016 and the reliefs being sought from the NCDRC, New Delhi are with regard refund of the entire paid-up amount along with interest.
19. After considering the above, the authority is satisfied that the complaint filed before the Hon'ble NCDRC New Delhi is a member of **Seven Springwood Welfare Association vs. M3M India Limited** allegedly seeking the relief of



refund of the amount deposited along with interest @ 18% p.a. along with litigation cost of Rs.1,00,000/-. The aforesaid complaint is pending adjudication before the Hon'ble National Commission and is now listed for final hearing on 09.03.2026. Now the complainant has approached this Authority by way of the present complaint allegedly seeking refund of the entire amount paid by her along with prescribed rate of interest.

20. Therefore, subsequent complaint on same cause of action between the same parties of the matter already sub-judice before the court of competent jurisdiction is clear abuse of the process of law and is barred by the principle of res sub-judice as provided under Section 10 of the Code of Civil Procedure, 1908 (CPC). Section 10, CPC is reproduced as under for ready reference:

*"10. Stay of suit.—No Court shall proceed with the trial of any suit in which the matter in issue is also directly and substantially in issue in a previously instituted suit between the same parties, or between parties under whom they or any of them claim litigating under the same title where such suit is pending in the same or any other Court in [India] have jurisdiction to grant the relief claimed, or in any Court beyond the limits of [India] established or continued by [the Central Government ***.] and having like jurisdiction, or before [the Supreme Court].*

Explanation. —The pendency of a suit in a foreign Court does not preclude the Courts in [India] from trying a suit founded on the same cause of action."

21. Moreover, where two remedies are available for the same relief, the party to whom such remedies are available has the option to select either of them, but it cannot exercise both options simultaneously. In this regard *the Hon'ble Supreme Court has passed recent judgement dated 04.02.2026 in civil appeal no. 6936 of 2023 titled as M/s Kabra and Associates and Ors. Vs Rekha Rajkumar Hemdev & Ors. and held that when two concurrent remedies are available to an aggrieved party, the party must elect one and cannot subsequently pursue the other for the same cause of action.*



22. 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 application for dismissal of complaint is hereby allowed and the present complaint stands dismissed being not maintainable.
23. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of amount paid along with due date have been specified.
24. Complaint as well as applications, if any, stand disposed off accordingly.
25. Files be consigned to the registry.

Dated: 12.03.2026

HARERA
GURUGRAM



(Phool Singh Saini)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram