

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

Complaint no.: 1885 of 2025
Date of filing of complaint: 18.04.2025
Date of Order: 23.04.2026

Anuradha Sayal
R/o: Syalvilas, Green Avenue, Vasant Kunj, New
Delhi-110070.

Complainant

Versus

M/s. New Look Builders and Developers Pvt. Ltd.
[Earlier known as: Ansal Phalak Infrastructure
Pvt. Ltd]
Registered office at: 1202, Antriksh Bhawan 16,
Kasturba Gandhi Marg, New Delhi-110001.

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Sh. Yash Pratap Singh (Advocate)

Sh. Deeptanshu Jain (Advocate)

Complainant

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee in Form CRA 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 to the allottees as per the agreement for sale executed inter-se.



A. Project and unit related details

2. The particulars of the project, the details of 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:

S. No.	Particulars	Details
1.	Name and location of the project	"Versalia", Badshahpur, Sector 67-A, Gurugram
2.	Nature of the project	Residential Colony
3.	DTCP license No.	81 of 2013 dated 19.09.2013
4.	RERA registration	Registered 154 of 2017 dated 28.08.2017 Valid up to 31.08.2020
5.	Unit no.	Plot no. 3081 (As per page no. 19 of the complaint)
6.	Unit area	270 sq. yds. (As per page no. 19 of the complaint)
7.	Allotment Letter [issued by M/s Ansal Phalak Infrastructure Private Limited]	02.06.2017 [To Ms. Meera Syal & Mr. Arjun Syal] (As per page no. 19 of the complaint)
8.	Confirmation on request for addition of co-allottee [Ms. Anuradha Syal]	22.06.2018 (As per page no. 22 of the complaint)
9.	Confirmation on request for deletion of co-allottee [Ms. Meera Syal]	25.06.2018 (As per page no. 23 of the complaint)
10.	Confirmation on request for deletion of co-allottee [Mr. Arjun Syal]	27.02.2019 (As per page no. 24 of the complaint)
11.	Buyer's agreement	Not executed/ not provided
12.	Memorandum of understanding [with M/s Ansal Properties & Infrastructure Limited]	02.02.2022 (As per page no. 34 of the complaint)



13.	Clause 2 of MoU [w.r.t settlement & refund of amount]	2.The first party could not give the possession of the allotted plot no.3081 at Versalia due to certain reasons and hence the first party and second party has mutually agreed to settle the matter by the way of refund. The total refund along with the compensation is settled at Rs.2,05,00,000/- . (As per page no. 35 of the complaint)
14.	Possession clause	Not provided
15.	Due date of possession	Cannot be ascertained
16.	Total Sale Consideration	Rs.1,40,00,000/- (As mentioned in allotment letter on page no. 19 of the complaint)
17.	Amount paid by the complainant	Rs. 1,40,00,000/- (un-applied amount) (As per receipt on page no. 21 of the complaint)
18.	Amount refunded by M/s Ansal Properties & Infrastructure Limited	Rs.1,40,00,000/- (As admitted in para 15 on page no. 14 the complaint)
19.	Occupation Certificate	Not Obtained
20.	Offer of Possession	Not Offered

B. Facts of the complaint:

3. The complainant has made the following submissions in their complaint:
 - I. That the complainant is a law-abiding citizen of India.
 - II. That the respondent through its employees/representative and various advertisements represented that they were developing a residential township project being "Versalia" in a parcel of land in Sector-67A, Gurugram wherein they promised to provide best construction quality and timely possession. Relying upon the representations made by respondent,



through its employees/representative, the complainant's mother-in-law, Mrs. Meera Syal and complainant's husband, Mr. Arjun Syal decided to invest in the said project.

- III. That on 02.06.2017, Mrs. Meera Syal (complainant's mother-in-law) and Mr. Arjun Syal (complainant's husband) were jointly allotted a residential plot bearing no. 3081 in the said project vide an allotment letter dated 02.06.2017 issued by the respondent.
- IV. That Mrs. Meera Syal and Mr. Arjun Syal had paid a consideration of Rs.1,40,00,000/- inclusive of PLC, EDC and IDC but exclusive of taxes/fees payable to the Government and other charges as per payment plan, to the respondent against which the respondent issued a payment receipt dated 05.10.2017.
- V. That on 22.06.2018, upon the request of the allottees and by way of transfer of ownership/ addition of names, the complainant herein was added as a joint allottee of the said plot vide a letter dated 22.06.2018 issued by the respondent, making Mrs. Meera Syal, Mr. Arjun Syal and the complainant herein as joint allottees of the said plot.
- VI. Thereafter, on 25.06.2018, again upon the request of the existing allottees and by way of transfer of ownership/ deletion of names, Mrs. Meera Syal was removed as a joint allottee of the said plot vide a letter dated 25.06.2018 issued by the respondent, now making Mr. Arjun Syal and the complainant herein as joint allottees of the said plot.
- VII. That lastly, on 27.02.2019, again upon the request of the existing allottees and by way of transfer of ownership/ deletion of names, Mr. Arjun Syal was removed as a joint allottee of the said plot vide a letter dated 27.02.2019



issued by the respondent, now making the complainant herein as the sole allottee of the said plot.

- VIII. That despite having received a sum of Rs.1,40,00,000/- as full and complete consideration for the sale of the said plot from the complainant, which represents 100% of the agreed sale price, the respondent has failed and neglected to execute the builder-buyer's agreement with the complainant, despite repeated requests made by the complainant in this regard.
- IX. That the complainant respectfully submits that, at all times since the allotment of the said plot, the complainant has been ready and willing to pay any remaining balance of the consideration, if applicable, and to take possession of the said unit. The complainant made several requests to the respondent and API i.e., its parent company for the handover of possession of the said plot, including numerous emails sent to the respondent and API and physical visits to the respondent's and API's office. However, to the utter shock and dismay of the complainant, the respondent failed to provide any response or acknowledgment whatsoever to the afore-mentioned requests.
- X. That in January, 2022, even though the complainant was at all times ready and willing to purchase the said plot, for reasons unknown, the respondent failed to deliver possession of the said plot to the complainant. Consequently, the respondent through its parent company i.e., API, more specifically through one Mr. Abhishek Aagarwal, proposed to refund the consideration amount paid by the complainant, along with compensation for the mental agony and financial losses suffered by the complainant due to the delay and failure of the respondent to provide possession of the said plot.



- XI. That on 28.01.2022, one Mr. Abhishek Agarwal representative of respondent and/or API, sent an email to the complainant with the draft MOU for refund against the said plot.
- XII. That the complainant was duly informed that the Memorandum of Understanding (MOU) would be executed between the complainant and API, the parent company of the respondent, which is fully authorized to enter into the said agreement. Furthermore, the terms of the MOU would be binding upon the respondent.
- XIII. That the complainant after much deliberation and being aggrieved by the delay in handover of the possession of the said plot by the respondent, agreed to the proposal of refund by the respondent and on 02.02.2022 entered into an MOU with API i.e., the parent company of the respondent, through its authorized representatives as per board resolution dated 03.11.2021 passed by the board of Directors of API. Vide the said MOU, the respondent promised to refund the consideration amount of Rs.1,40,00,000/- along with a liquidated compensation of Rs.65,00,000/- i.e., in total of Rs.2,05,00,000/- to the complainant, as full and final settlement against allotment of said plot, payable in 5 instalments.
- XIV. That the time was the essence of the said MOU wherein the entire amount of Rs.2,05,00,000/- was to be paid by the respondent to the complainant on or before 15.05.2022. The respondent and/or API has failed to abide by the stipulated timelines for payment to the complainant as per the said MOU and have till date only made a payment of Rs.1,40,00,000/- to the complainant.
- XV. That as per clause 3 of the Memorandum of Understanding dated 02.02.2022, the respondent was obligated to make the full payment of the



agreed amount of Rs.2,05,00,000/- to the complainant on or before 15.05.2022. However, the respondent made the last payment of Rs.20,00,000/- to the complainant on 07.09.2022, and has failed to make any further payments thereafter, up to the present date.

- XVI. That the complainant owing to her bonafide intent, time and again requested the Respondent and API i.e., the parent company of the respondent, to comply with the terms of the said MOU dated 02.02.2022 and pay the outstanding due of Rs.65,00,000/- to the complainant, but to the utter dismay of the complainant respondent and API have been either ignoring the complainant's communications or making false promises to delay in clearing the outstanding due of Rs.65,00,000/- to the complainant.
- XVII. That the respondent and/or API have no intention of complying with the terms of the said MOU or making the outstanding payments due to the complainant. The actions of the respondent and API are clearly motivated by malice and bad faith, with the deliberate and intentional objective of defrauding the complainant.
- XVIII. That as per clause 10 of the Memorandum of Understanding (MOU) dated 02.02.2022, the non-compliance of clause 3, which pertains to the payment schedule for the agreed refund amount of Rs.2,05,00,000/-, by the respondent constitutes a material breach of the MOU. Furthermore, in accordance with the terms of the said MOU, the ownership/allotment with respect to the said plot, in favor of the complainant is to be surrendered only upon the full payment of the agreed refund amount of Rs.2,05,00,000/- to the complainant. Therefore, due to the respondent's failure to comply with the aforementioned terms, the MOU stands terminated, and the



allotment/ownership of the said plot remains with the complainant as on the present date.

- XIX. That the complainant has apprehension that the respondent during the course of the proceedings of the accompanying complaint may alienate with the said plot to a third party which shall prejudice the relief claimed by the complainant for possession of the said unit.
- XX. That the complainant herein is filing the present complaint seeking possession of the said plot along with delayed possession compensation @ 18% per annum.

C. Relief sought by the complainant:

4. The complainant is seeking the following relief:
- i. Direct the respondent to execute the builder buyer's agreement with the complainant and deliver the possession of the plot bearing no. 3081 in project "Versalia", Sector-67A Gurgaon, admeasuring 270 sq. yds. to the complainant.
 - ii. Direct the respondent to pay delayed possession compensation to the complainant @ 18% p.a. starting with effect from the date the possession of the said plot became due.
 - iii. Direct the respondent to pay cost of litigation amounting to Rs.1,00,000/- to the complainant.
 - iv. Direct the respondent to pay compensation amount to Rs. 1,00,000/- to the complainant towards mental harassment suffered by the complainant due to the actions of the respondent.
5. On the last date of hearing, the Authority explained to the respondent/promoter about the contravention 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 filed by the respondent.

6. The respondent has contended the complaint on the following grounds:
 - I. That at the outset, respondent i.e., New Look Builders and Developers Pvt. Ltd. denies each and every assertion, averment, statement, allegation made in the complaint filed by the complainant as false, frivolous, misrepresented, mischievous and vexatious, except for those which are matter of record or are specifically admitted hereinunder.
 - II. That the present reply to the captioned complaint on behalf of the respondent is being filed through Mr. Anil Kansal who have been duly authorized by the respondent vide board resolution dated 25.08.2021, inter alia, to defend the respondent in various proceedings initiated against it, verify and sign pleadings and other documents etc. and do all such acts, deeds, things as may be considered necessary to represent and act for and on behalf of the respondent.
 - III. That the complainant through the complaint under reply has prayed for directions against the respondent to handover the possession of unit no. 3081 in the project "Versalia", to execute the BBA of the unit, pay delay possession charges at rate of 18% per annum and Rs.2,00,000/- as compensation towards litigation cost and mental harassment.
 - IV. That at the outset, it is submitted that the complainant has attempted to mislead this Hon'ble Authority by presenting concocted facts and misrepresenting the facts & circumstance of the instant case. Therefore, the captioned complaint is liable to be dismissed in limine.



- V. That the complainant was allotted with the unit vide allotment letter dated 02.06.2017 for basic sale consideration of Rs.1,40,00,000/-.
- VI. That as a matter of fact the respondent company was incorporated under the provisions of Companies Act, 1956 in year 2010 by two promoter entities namely Ansal Properties and Infrastructure Ltd. ("Promoter no. 1/ APIL") and Caliber Properties Pvt. Ltd. (hereinafter collectively referred to as "Promoters") with the sole purpose for development, construction and execution of a township on a minimum of 141 acres of developable and licensable land being a part of the property located at Sector 67 and Sector 67 A, Gurugram.
- VII. That subsequent to the incorporation of the respondent company, the promoters invited bookings from the general public for allotment of units in the said project. Accordingly, the complainant approached the respondent company controlled by management of APIL and booked a unit as mentioned above.
- VIII. That simultaneously, the promoters also took investment from several investors for the purpose of development, construction and execution of a township on a minimum of 141 acres of developable and licensable land being a part of the project. As a matter of fact, the promoter on behalf of the respondent company had undertaken to repay the said investments as per the terms set out in respective investment agreements executed with the investors. However, the promoters failed to fulfil their obligations in terms of the said investment agreements.
- IX. That as a matter of fact, the promoters being in control of the respondent company had mis-appropriated the assets of the respondent company for their personal gain at the cost of investors, including but not limited to



allottee(s) who had invested in the projects of the respondent company from 2011 to 2019 to construct their respective units/flats/apartment/plots after taking approvals from the respective government and statutory authorities.

- X. That in order to claim their lawful right under the investment agreements, the investors initiated the arbitration proceedings against the promoters and the respondent company. The arbitration proceedings were conducted before Retd. Justice K.S. Gupta, sole arbitrator. During the pendency of said arbitration proceedings, the parties to the arbitration proceedings i.e., the promoters of respondent company, investors and respondent company reached a settlement and recorded the terms of settlement in Master Settlement Agreement dated 24.12.2019.
- XI. That at the foremost, in order to protect the rights of the investors of the respondent company, including the rights of allottee's of different project (as mentioned above), it was agreed between the parties that the management of the respondent company would be changed and as such the promoters would not be in any manner managing the respondent company and the investors would be managing the respondent company.
- XII. That promoters shall keep the respondent company fully indemnified against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgements, suits, claims against the company.
- XIII. That since, under the management of promoter no. 1, the respondent company had defaulted in its responsibilities towards the allottee's and also under of the MSA, the promoter no. 1 undertook to complete the constructions of the respective projects and settle any claim of the



allottees or pay the decretal amount towards the award passed by any court/ tribunal.

- XIV. That the promoters further undertook to indemnify the respondent company under clause 3.1 of the MSA against any liabilities arising out of action/ decisions taken before the nominee of the investors are appointed on the board of the respondent company. The promoters had also undertaken to indemnify the respondent company against any in relation to the first project land (as defined in MSA) including but not related to claims of the allottees/customers.
- XV. That in terms of clause 1.2 and 4.5 of the MSA, the promoter no. 1 had undertaken to settle all litigation matters in relation to the customers of the project lands, wherein the company or the first promoter are parties, pending at NCLT, NCDRC or any other court/forum.
- XVI. That admittedly, it is APIL who is responsible for development and construction of the unit and the project where the unit in the captioned complaint is situated is evident from the para 41, 42 and 43 of the order dated 30.05.2022 passed by the Hon'ble Authority. However, till date, APIL has neither completed the project nor has cleared the liabilities of the allottees in the said project.
- XVII. That in view of aforesaid facts, it is crystal clear that it is Ansal Properties and Infrastructure Ltd. who was in control of the respondent company from year 2011 to 2019 and due to its actions/ omissions its investors including the complainant suffered significant losses. Subsequently, through Master Settlement Agreement dated 24.12.2019, the promoter no. 1 had agreed to construct the project and to settle all the claims of its investors including the complainant and indemnify the respondent



company in case of any loss caused due to claim of any other person such as complainant.

- XVIII. That APIL being conscious of its obligations under the MSA entered into an MOU with the complainant on 02.02.2022, wherein it was specifically agreed between the parties that parties have arrived at an amicable settlement of the dispute and Ansal Properties and Infrastructure Ltd. will pay an amount to the tune of Rs.2,05,00,000/- to the complainant towards the entire full and final settlement of the claim arising out of the unit in dispute. Pertinently APIL had entered into the settlement on behalf of the respondent as the respondent. Admittedly out of the entire settlement amount of Rs.2,05,00,000/- an amount to the tune of Rs.1,40,00,000/- has already been paid by Ansal Properties and Infrastructure Ltd. to the complainant.
- XIX. That under the MOU it was agreed by the complainant that if there is a default on part of APIL to comply with the terms of the MOU, the complainant will be at liberty to avail all legal actions against APIL and as such no right was reserved by the complainant for taking any action against the respondent. Clause 10 of MOU is reproduced hereunder:
- 10. The Failure of First Party to comply with any of the provisions, covenants or conditions of this MOU, particular Clause 3 of this MOU, shall result in material breach of this MOU. In such an event, the Second Party shall be at liberty to avail the remedies available to them under law against the first party*
- XX. Thus, in view of the above, the captioned complaint is not maintainable against the respondent and as such any legal action that can be initiated is against APIL. Further there exist no question of non-execution of the BBA arises as once complainant had entered into a MOU and received the part

amount of the total sale consideration totalling to entire principal amount paid by the complainant, no claim towards the unit arises.

- XXI. That Ansal Properties and Infrastructure Ltd. is a necessary party for adjudication of the captioned complaint as the MOU has been executed with APIL. Moreover, the prayer sought by the complainant in the captioned complaint is not maintainable before the Hon'ble Authority as the complainant has not impleaded Ansal Properties and Infrastructure Ltd. a party to the captioned complaint, who is a necessary party to the captioned complaint in the capacity of License Holder and Registration Certificate dated 30.05.2022 of the project. Hence, the captioned complaint is liable to be dismissed in limine for mis-joinder and non-joinder of necessary parties.
- XXII. That in this view of the matter, the complaint is not maintainable in law and is liable to be dismissed in limine qua the respondent as no cause of action arises against the respondent herein. The complaint has been filed without any legally justifiable cause of action and is rendered liable to be dismissed with exemplary costs.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and written submissions made by the parties and who reiterated their earlier version as set up in the pleadings.
- E. Jurisdiction of the authority:**
8. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.





E.I Territorial jurisdiction

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

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)(a)

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;

9. 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.

F. Findings on the objections raised by the respondent:

F.I Objections regarding misjoinder and non-joinder of parties.

10. The respondent-promoter has raised the contention that the present complaint is not maintainable, due to mis-joinder of M/s Ansal Phalak

Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) and non-joinder of M/s Ansal Properties and Infrastructure Limited of necessary party.

11. While filing the complaint the complainant sought relief against M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) being the developer of the project. On failure to fulfil their obligation to complete the project by the due date, the complainant approached the Authority seeking relief to immediately handover the possession failing which to refund the amount received against the allotted unit.
12. After perusal of various documents placed on the record shows that respondent i.e., M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) is a group company of M/s Ansal Properties and Infrastructure Limited. It is not disputed that the allotment of the unit in favour of the complainant was made by the respondent i.e., M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) though it is group company of M/s Ansal Properties and Infrastructure Limited. The buyer's agreement with regard to the allotted unit was also executed between the complainant and respondent. Even after allotment and buyer's agreement, demands for various payments were also raised against the allotted unit by the respondent only and received by it only. Thus, it shows that there is no privity of contract between M/s Ansal Properties and Infrastructure Limited and the complainant and as such the plea of the respondent with regard to mis-joinder and non-joinder are devoid of merits and thus, would be justified to not to be required to



implead in present complaint and it is well settled principle that a person cannot take benefit of its own wrongs. Thus, the objection of the respondent stands dismissed.

G. Maintainability of the complainant:

13. In the present complaint, the complainant booked a plot in the project "Versalia" being developed by the respondent i.e., M/s New Look Builders Pvt Ltd. No buyer's agreement was executed between the parties in respect of unit bearing no. 3081 admeasuring 270 sq. yds. The sale consideration of the unit was Rs.1,40,00,000/- and the complainant has paid the whole consideration of Rs.1,40,00,000/- prior to the execution of the buyer's agreement. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by him, as provided under the proviso to Section 18(1) of the Act. Sec 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building: -

in accordance with the terms of the agreement for sale or, as the case may be, Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

14. It is pertinent to mention that the Master Settlement Agreement dated 24.12.2019 was executed between the respondent, M/s Ansal Properties and Infrastructure Limited and 5 others, the respondent herein is unable to deliver the possession of the allotted unit, as the said plot is no more available with the respondent. Further submits that no other alternative unit is available with the respondent. On perusal of various documents placed on the record, the Authority observed that the respondent i.e., M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look



Builders and Developers Private Limited) is a group company of M/s Ansal Properties and Infrastructure Limited. It is not disputed that the allotment of the unit in favour of the complainant was made by the respondent i.e., M/s Ansal Phalak Infrastructure Private Limited (now known as M/s New look Builders and Developers Private Limited) though it is group company of M/s Ansal Properties and Infrastructure Limited. Therefore, no purpose could be served by making M/s Ansal Properties and Infrastructure Limited as a party to the complaint.

15. In the instant matter, even after lapse of almost 8 years from the date of issuance of allotment till the filing of complaint, no buyer's agreement has been executed inter-se parties. The respondent fails or surrender his claim w.r.t. the alleged date, the authority in a rightful manner can proceed in the light of judicial precedents established by higher courts. When the terms and conditions exchanging (agreement) between parties omits to specify the due date of possession the reasonable period should be allowed for possession of the unit or completion of the project.
16. That the authority is of the considered view that the Act, 2016 ensures the allottee's right to information about the project and the unit. That knowledge about the timelines of the delivery of possession forms an inseparable part of the agreement as the respondent is not communicating the same to the complainant/allottee. Hence, it is violation of the Act, and shows his unlawful conduct.
17. The Hon'ble Supreme Court in the case of ***Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018*** observed that "*a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the*



amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.

18. In view of the above-mentioned reasoning, the due date of possession is to be calculated from date of allotment letter. Therefore, the due date of handing over of the possession of the unit comes out to be 02.12.2020 in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. Even if we consider the buyer's agreement of the similar complaint of the same project which says the unit was to be offered within a period of 36 months with an extended period of 6 months from the date of execution of this floor buyer agreement with the complainant-allottee. In the absence of buyer's agreement, the date of allotment is to be treated as date of agreement i.e., 02.06.2017, ought to be taken as date for calculating due date of possession. Therefore, due date of possession in after considering both the situations comes to 02.12.2020 including grace period of 6 months. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent/ promoter.
19. The counsel for the complainant vide proceedings of the day dated 12.02.2026 stated that as per MOU dated 02.02.2022 executed between the parties, it was agreed between the parties to settle the matter with a full and final refund of Rs.2,05,00,000/- is to be paid by the respondent in 5 instalments. However, the respondent failed to adhere to the payment



schedule and only Rs.1,40,00,000/- has been paid to the complainant leaving an outstanding balance of Rs.65,00,000/-.

20. The counsel for the respondent vide proceedings of the day dated 12.02.2026 stated that as per agreement dated 02.02.2022, AIPL has agreed to pay an amount of Rs.2,05,00,000/- to the complainant towards the full and final settlement and out of this amount an amount of Rs.1,40,00,000/- has been refunded by the Ansal properties and Infrastructure Limited (AIPL). He further stated that the respondent is ready to give the possession subject to the payment which has already been returned to the complainant.
21. The complainant vide its written submissions dated 10.03.2026 stated that the respondent has failed to pay an amount of Rs.2,05,00,000/- as full and final settlement agreed vide memorandum of understanding dated 02.02.2022. Moreover, the respondent company is ceased to be a subsidiary of APIL w.e.f. 31.03.2020, thus the said MOU have no binding effect on the respondent company and the complainant is seeking possession of the unit along with delayed possession charges along with interest.
22. To Adjudicate upon the same, the Authority has carefully examined the MoU cum settlement deed dated 02.02.2022, which is annexed by the complainant. The Authority observes that it is an undisputed and admitted fact that the complainant and the respondent voluntarily entered into MoU cum settlement deed dated 02.02.2022.
23. The deed of settlement demonstrate that the complainant acted upon the settlement and acquiesced to its terms through his conduct. The principle of "accord and satisfaction" therefore applies, which in legal terms denotes a mutual agreement that discharges pre-existing obligations through a new contract that has been acted upon.



24. As per established principles under the Indian Contract Act, 1872, once a contract is voluntarily entered into and acted upon by both parties, it assumes binding legal force. A MoU cum Settlement Deed executed with mutual consent operates as such a contract. It can only be invalidated if it is challenged before a competent **civil court** and declared void on limited and recognized legal grounds such as: Coercion, Fraud, Misrepresentation, Undue influence and Mistake of fact or law. In the present case, no such challenge has been made before any civil court, nor has the complainant produced any evidence of vitiating factors. There is no allegation supported by affidavit or contemporaneous documentation to establish that the complainant was forced, misled, or defrauded into signing the Settlement Deed. The complainant's signatures appear on every page of the document, further suggesting that the terms were duly acknowledged and accepted at the time of execution. Moreover, there is no evidence of mental incapacity, undue influence, or procedural unfairness in the negotiation or execution of the agreement. The absence of such vitiating elements precludes the Authority from interfering with the terms of a valid private contract. This Authority reiterates that: RERA is a statutory forum for redressal of violations of promoter obligations under the RERA Act. It is not a substitute for a civil court and cannot exercise powers of judicial review over private contracts voluntarily entered into by the parties. Once the dispute has been contractually resolved out of the court and the terms have been acted upon, RERA cannot entertain a fresh complaint to override, vary, or annul such settlement-unless a civil court has declared the settlement deed to be vitiated or void. To allow otherwise would be tantamount to RERA sitting



in appeal over valid contracts, which is beyond the legislative mandate and would amount to judicial overreach.

25. Under Section 31 of the Real Estate (Regulation and Development) Act, 2016, this Authority is empowered to adjudicate complaints related to non-compliance with statutory duties imposed upon promoters under the Act, the Rules, or the Regulations made thereunder. However, where parties voluntarily enter into a private settlement that resolves all outstanding claims, and the same is subsequently acted upon, the Authority cannot reopen or set aside such a settlement unless there is a continuing statutory breach or the agreement itself stands vitiated under law.
26. The complainant is estopped in law from challenging the validity of the same at a later date. To allow otherwise would encourage parties to reopen settled contracts for personal gain, which would be contrary to the principles of commercial certainty, contractual sanctity, and the rule of law. The doctrine of waiver and promissory estoppel squarely applies in this case. After thorough consideration, Authority concludes that the present complaint lacks merit and appears to be an attempt to misuse of legal proceedings for personal gain. This case is an example of litigation pursued in bad faith, aimed at exerting undue pressure on the respondent rather than addressing genuine grievances. Furthermore, under the Real Estate (Regulation and Development) Act, 2016, the legislation is intended to protect allottees who suffer due to the unfair practices of real estate promoters, not to facilitate unjust enrichment at the expense of developers who have acted in accordance with the law.
27. The Authority has gone through the memorandum of understanding dated 02.02.2022 and observed that the complainant has relinquished all the



rights on the plot on execution of the MOU. The relevant paras of the MOU are reproduced below for the reference:

2. *The first party could not give the possession of the allotted plot no. 3081 at Versalia due to certain reasons and hence the first party and the second party has mutually agreed to settle the matter by the way of refund. The total refund along with the compensation is settled at Rs.2,05,00,000/-.*
 3. *The second party has duly agreed, confirmed and consented that after payment of Rs.2,05,00,000/-, the second party shall be left with no claim, dispute right, title of interest qua the allotment of the said unit or any refund/interest thereof and all their claim relating towards the said allotment shall stands completely satisfied and discharged.*
 4. *Time is the essence as to clause 3 of this agreement and the first party assures the second party timely fulfilment of the entire payment of Rs.2,05,00,000/- as or before the final date i.e., 15.05.2022.*
28. On consideration of all the documents placed on record and submissions made by the parties, the Authority observes that the parties have entered into a memorandum of understanding dated 02.02.2022 vide which the complainant has agreed to an amount of Rs.2,05,00,000/- as full and final settlement and in furtherance of the same the complainant has accepted an amount of Rs.1,40,00,000/-. As on date, the complainant has not paid any amount towards the consideration of the unit, thus not entitled to the relief of the delayed possession charges and handover of the unit. In view of the above-stated facts the complaint is dismissed being not maintainable.
29. Complaint stands disposed of.
30. File be consigned to registry.


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.04.2026