



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	215 of 2024
Date of filing.:	09.02.2024
Date of first hearing.:	09.07.2024
Date of decision.:	21.05.2026

Sarojini Devi & Sushma

Both R/o II.No. 1/318, Dakshina Puri Extension
New Delhi-62

.....COMPLAINANTS

VERSUS

1.M/s BPTP Parklands Pride Limited

M-11, Middle Circle, Connaught Circus
New Delhi-110001

2.M/s BPTP Limited

OT-14, 3RD Floor, Next Door, Parklands
Sector-76, Faridabad-121004

3. Mr. Kabul Chawla (Director)

28, ECE House, 1st Floor,
KG Marg, New Delhi-110001

4. Mr. Sudanshu Tripathi (Director)

28, ECE House, 1st Floor,
KG Marg, New Delhi-110001

....RESPONDENTS

CORAM: Parneet Singh Sachdev

Chairman

Dr. Geeta Rathee Singh

Member

W

Chander Shekhar**Member****Present: -** None for complainant.

Mr. Tejeshwar Singh, Counsel for the respondents through VC

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project.	Park Elite Floors, Sector 75-89, Faridabad.
2.	Nature of the project.	Residential



3.	RERA Registered/not registered	Not Registered
4.	Details of unit.	PE-77-SF, 1371 sq.ft.
5.	Date of builder buyer agreement with original allottee	03.11.2018
6.	Due date of possession(36+6 months)	03.05.2022
7.	Date of endorsement in favor of complainants	20.12.2018 in favor of Sarojini Devi 25.07.2023 addition of name of second allottee Sushma.
8.	Possession clause in BBA	<p>Clause 1.3 Commitment period</p> <p><i>1.3 "Commitment Period" shall mean, subject to Force Majeure circumstances, intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities and/or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of all installments of the Basic Sale Price and Other Charges as per the payment plan opted, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s) within a period of 36 (thirty six) months from the date of execution of this Agreement.</i></p> <p>Clause 1.10 Grace Period</p>

		<i>Refers to the additional period of 180 days after the expiry of the commitment period for making an offer of possession of the unit."</i>
9.	Basic sale consideration	₹ 28,08,378.12/-
10.	Amount paid by complainants	₹ 34,82,484/-
11.	Offer of possession	24.08.2022
12.	Occupation certificate	02.03.2023
13.	Settlement letter	21.09.2022
14.	No objection certificate for possession	20.10.2022
15.	Conveyance deed	28.08.2023

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. That the original allottee Mr. Kesar Singh Rautela had booked a unit in respondent's project-Park Elite Floors by paying a sum of ₹ 2 lacs on 09.08.2009. While taking the booking of the unit in the project, the first allottee was assured by the representative of the respondents that the project shall be completed within 36 months from the date of the booking of the unit in the project.
4. That the respondents in order to sell the above mentioned unit to the complainant introduced the complainant with the first allottee Mr. Kesar

Singh Rautela who had been the first allottee of the above mentioned unit on 20.12.2018 the unit allotted to Mr. Kesar Singh Rautela was transferred to the complainant. As per agreement dated 06.03.2014 executed between the first allottee and respondents, the possession of the booked unit was to be handed over within 24 months from the date of execution of the above mentioned BBA and the same was confirmed in clause 5.1 of the agreement dated 20.12.2018. Hence, as per the commitments of the respondents itself the possession of the booked unit was to be handed over within 24 months from the date of execution of the BBA dated 06.03.2014.

5. That the allotment letter dated 09.08.2009 was given to the complainant whereby the complainant was allotted unit no. J-09-SF on second floor having area 876 sq. ft. After sometime without permission and consent of the complainants, the area of the unit was also arbitrary increased from 876 sq. ft to 1371 sq. ft and unit no. J-09-SF to PE-77-SF. However, there is no actual change in the area of the unit, the super area of the unit was increased in the papers only to increase the consideration amount and change of the unit was only to defraud the buyer so that they understand that the unit has been changed and therefore, the area could also be changed.



6. That the complainants have made a payment of ₹ 34,82,484.08/-. And only after delay of 9 years the possession of the flat has been offered to the complainant by the respondents. Infact, as per clause 5 of the BBA the respondents was to handover the possession of the flat within 24 months from the date of entering into agreement and the BBA was executed on 06.03.2014 and from the date of execution of BBA 108 months/9 years have passed, but the respondents have not handed over the possession of the flat. It is worth to mention here that the sale deeds of the unit have been executed between the complainant and respondents, however the allotted flat has not been handed over to the complainants till date.
7. The complainant is filing the present complaint on following grounds:
- a. Violation of section 4 (c) of RERA Act as there is no clarity on the completion of the phases of the project.
 - b. No external development. Few of the allottees because of their constrain have started residing in the project. There is no complete basic facilities and amenities available in the project. Even the proper security is not available.
 - c. Illegal and arbitrary club charges. Respondents without having the facilities and going against the settled law has been charging ₹ 50,000/- as club charges.



- d. Respondents have also increased the super area however the plot area has been decreased from 149 sq. yds to 180 sy. Yds hence, the same is also illegal and arbitrary.
- e. No complete internal development works.
- f. Violation of Haryana Development and regulation of urban area act 1975. The respondents without having approvals and permissions from the concerned authorities started taking bookings of the units in the project, and therefore have committed offences punishable under section 10 of Haryana Development and regulation of urban area act 1975.
- g. Delay in delivery of possession. As per clause 5 the respondents was to offer the possession within 24 months i.e. on or before 06.03.2016 but the possession of the unit has not been offered to the respondents uptill now.
- h. Unilaterally and arbitrary increased in the super area. That the respondents illegally increased the super area by 92 sq. ft without taking any permission or even without informing the complainants.
- i. Alteration in the sanction plan post allotment: the Respondents has never shared the site plan, building, plan, service, plan, parking and circulation, plan, landscape, plan, layout, plan, zooming plan, and such other plans, which includes the structural designs, etc. And now even after allotment without taking permission from the



allottees, the Respondents has arbitrarily and illegally changed sanction, plan; layout, plan, etc. It is submitted section (2) (d) that as per promoters/Respondents is required to disclose/provide the sanction plan, layout, plan and specification of the project and the phases thereof. Till date despite several request. Nothing has been provided by the Respondents to the complainants. It is further submitted that as per section 4(2) (h) respondent is required to make complete disclosure of the numbers, types and carpet area of the apartment for sale in the project along with the area of exclusive balcony or verandah area and exclusive open terrace area, however, the same has also not been disclosed by the Respondents to the complainants.

- j. As per section 4 (2)(1) (e) The Respondents is also required to declare the time period within which he undertakes to complete the project and the phase is thereof, however, the same has not been declared by the Respondents.
- k. The Respondents is illegally charging for the areas which are not chargeable as per the prevailing laws.
- l. That the promoters have violated the conditions of the RERA Act, 2016 by not registering with the Real Estate Regulatory Authority and therefore, punishable under section 59 of the RERA Act.



- m. That the promoters by not taking permission of the complainants before altering the booking area of the flat has violated the RERA Act and therefore punishable under section 61 of the RERA Act.
- n. That as per section 18 and 19 of the RERA Act, in case of withdrawal by the allottee due to delay on the part of promoter, the complainants are entitled to refund of the amount paid by them with interest along with the compensation as determined under the Act. Hence, the present complaint.

8. Complainant vide an application filed in registry on 27.11.2025 has impleaded Ms. Sushma as necessary party in compliance of order dated 25.03.2025.

C. RELIEF SOUGHT

9. That the complainants seeks following relief and directions to the respondent:-
- i. Direct the Respondents to pay the delayed interest/compensation for not handing over the possession of the booked to unit on time.
 - ii. Direct the Respondents to pay compensation of Rs.10 lacs for altering the booked area without seeking permission from the complainants.
 - iii. Direct the Respondents to pay a compensation of 4 lacs for violation of section 12 and section 19(4) of RERA.



- iv. Direct the respondents not to charge the club charges and illegal and arbitrarily increased super area.
- v. Direct the Respondents to pay a compensation of ₹ 10 lacs for causing mental harassment and agony to the complainant.
- vi. Any other relief, order or direction as deemed necessary by RERA.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

Learned counsel for the respondents filed detailed reply on 04.11.2024 pleading therein:

10. That the matter has been settled between the parties vide settlement letter dated 21.09.2022. Parties mutually and amicably have resolved and settled all the disputes between them. As per the terms of the settlement letter the unit has been handed over to the Complainants and the Conveyance Deed of the unit has also been executed hence, there is no cause of action to file the present complaint. The relevant part of the settlement letter dated 21.09.2022 is reiterated hereunder:

"The Customer agrees that hereafter, all their grievances, claims, and allegations against BPIP Ltd. with regard to the Unit, have finally been settled and the Customer wishes to withdraw any Complaint, unconditionally, before the Concerned Authority. Also that, Customer's all grievances, claims, allegations against the Company with regard to the Unit, have finally been settled and that Customer shall not raise any claim against the Company at any point of time in future for, inter alia, licences or other approvals obtained by the Company for the project.



development works, unit specifications opted, description of charges including but not limited to area increase charges, cost escalation charges etc., rates & taxes charged, or any delayed possession compensation in terms of the agreement executed with the Company or the provisions of applicable laws including Haryana Real Estate (Regulation and Development) Act, 2016."

11. A copy of the Settlement Letter dated 21.09.2022 is annexed as Annexure

R1. That not only did the Complainant accept the said offer and execute a full and final settlement but has also acted upon it by making payment of the balance sales consideration, therefore making it binding and enforceable. Moreover, the consensus ad idem between the parties is also established by the fact that on the said settlement letter, the parties have counter-signed by separately noting the final settlement of the account.

12. That the essence of a valid contract having been met and the fact that the Parties had consensus ad idem in regards to the fact that no further claim can be raised in respect of the Agreement and the Act, the present claim cannot be raised, under any manner whatsoever and hence, the present claim is bound to be dismissed. That it is a settled law the settlement between the parties being a valid contract, is enforceable in law. The reciprocal promises made by the parties, bind them into a valid contract. The Hon'ble Supreme Court had also noted in Deddappa and Ors. vs. The



Branch Manager, National Insurance Co. Ltd. (12.12.2007 -SC);
MANU/SC/4587/2007:

"A contract is based on a reciprocal promise. Reciprocal promises by the parties are condition precedents for a valid contract. A contract furthermore must be for consideration."

13. That since the facts and circumstances of the present case reveal that the settlement between the parties involved offer, acceptance, reciprocal promises, and consideration, it is a valid contract enforceable in law not only in terms of the aforementioned pronouncement of the Hon'ble Apex Court but also the pre-requisites of section 10 of the Indian Contracts Act, 1872; and the Complainant cannot be oblivious of the same.
14. That in light of the settlement between the parties having been concluded voluntarily, consciously and intentionally the complaint is liable to be dismissed.
15. That the present Complaint is liable to be dismissed on the ground of Non-joinder of Necessary Party. It is submitted that the said unit in question is in the name of Sarojini Devi and Ms. Sushma however, the Complaint has been filed by only Sarojini Devi. That Ms. Sushma is a necessary party to the present complaint however, she has not been made a party to the present complaint hence, the present complaint is liable to be dismissed at the very outset under order 7 rule 11 r/w order 1 rule 9 of Civil Procedure Code, 1908 which states that the suit is liable to be



rejected on the ground of Mis-joinder and Non-Joinder of Necessary Party.

16. That the name of Respondent No. 2 is liable to be deleted from the array of parties. It is submitted that Respondent No. 2 is only a confirming party to the FBA executed and no specific relief has been sought from Respondent No. 2 hence, the same is not a necessary party. It is further submitted that Respondent No. 3 and Respondent No. 4 are the directors of Respondent No. 1 hence, they are not liable in their personal capacity. Therefore, the names of Respondent No. 2, Respondent No. 3, and Respondent No. 4 should be deleted from the array of parties.
17. That Original Allottees, Kesar Singh Rautela, being interested in making an investment approached Respondent No. 1 and made a request for making a booking of a plot in the real estate project known under the name and style of "Parklands". Subsequently, the parties entered into a Floor Buyer's Agreement dated 03.11.2018 and an independent floor bearing number PE-77-SF admeasuring 1,371 sq. ft. (the "Unit"). The copies of the Booking Form and the Floor Buyer's Agreement dated 03.11.2018 are annexed and marked as Annexure R2(Colly).
18. At this stage, it is pertinent to highlight that the relationship between the parties was purely contractual and flowed from the explicitly agreed terms and conditions of the Agreement. It is not germane to mention that the fact of execution of the Agreement has been duly noted by the



Complainant herself. Hence, the absolute applicability of the same needs to be noted in the present case.

19. That thereafter the Original Allottee and the Complainant entered into an agreement to sell dated 05.11.2018 and requested the Respondent No. 1 to endorse the unit in favor of the Complainant, hence the unit was endorsed to the Complainant. The copies of the Agreement to Sell dated 05.11.2018 and the Endorsement Form are annexed as Annexure R3(Colly).

20. That at this instance, the Complainant being a subsequent buyer, has no right to seek delay possession charges. That at the time of the nomination of the Complainant, the project was already delayed due to reasons beyond the control of the company. That having knowledge of the existing delay, due to circumstances beyond the control of the Respondent, the Complainant willingly and voluntarily entered into the agreement for sell and the transfer documents thereof leading to their nomination. That such prior knowledge, willing and self-initiated endorsement of the Complainant, without any protest, amounts to acceptance of the existing circumstances and the Complainant cannot be allowed to reap benefits by extracting monies from the Respondents and forgoing their complete satisfaction against the Unit. Hence, the Complaint is liable to be dismissed with costs against the Complainants.



The Hon'ble Supreme Court has held in Laureate Buildwell Pvt. Ltd vs. Charanjit Singh 2021 SCC OnLine SC 479 that:

"31... The nature and extent of relief, to which a subsequent purchaser can be entitled to, would be fact dependent. However, it cannot be said that a subsequent purchaser who steps into the shoes of an original allottee of a housing project in which the builder has not honoured its commitment to deliver the flat within a stipulated time, cannot expect any even reasonable time, for the performance of the builder's obligation. Such a conclusion would be arbitrary, given that there may be a large number-possibly thousands of flat buyers, waiting for their promised flats or residences; they surely would be entitled to all reliefs under the Act. In such case, a purchaser who no doubt enters the picture later surely belongs to the same class. Further, the purchaser agrees to buy the flat with a reasonable expectation that delivery of possession would be in accordance within the bounds of the delayed timeline that he has knowledge of, at the time of purchase of the flat."

21. Moreover, it is submitted that Maharera in Sandeep Sahebrao Valase Vs. Glomore Constructions and Ors. Complaint No. CC006000000193435; MANU/RR/0189/2021 had, in a case filed by the subsequent allottee, held that the complainants are not entitled for delay possession charges under section 18 of the Act. It has also been noted by this Hon'ble Authority in Nisha v Emaar HIRERA-804-2022, order dated 08.09.2022 that in such cases, the delay possession charges, if any, are payable from the date of nomination and not the original due date, if the date of nomination is after the due date. Accordingly, the present Complaint is liable to be dismissed.



22. That furthermore, the rights and obligations of the Complainant and Respondents went hand in hand. While it was the obligation of the Complainant to make the outstanding payments, on the other hand, the Respondents had to handover the possession of the Unit.

23. Furthermore, the proposed due date of the delivery of possession, as per clause 6.1 r/w clause 1.3 and 1.10 of the FBA was 03.05.2022, however the same was subject to the Clause 9 (force majeure) and strict adherence to the terms and conditions of the Agreement by Complainant/allottee.

The relevant clauses of the Agreement are reiterated hereunder:

"6.1 The Seller/Confirming Party proposes to make offer possession of the Unit to the Purchaser(x) within the Commitment Period along with Grace Period.

1.3 "Commitment Period" shall mean, subject to Force Majeure circumstances, intervention of statutory authorities and Purchase(s) having timely complied with all its obligations, formalities and/or documentation, as prescribed/requested by seller/confirming party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of all installments of the Basic Sale Price and other charges as per the payment plan opted, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s) within a period of 36 (thirty six) months from the date of execution of this Agreement.

1.10 "Grace Period" refers to the additional period of 180 days after the expiry of the Commitment Period for making an offer of possession of Unit."

24. That it is most humbly submitted that the construction of the Unit was hampered due to and was subject to the happening of the force majeure and other circumstances beyond the control of the company, the benefit



of which is bound to be given to the Respondent No. 1 in accordance with clause 10 of the Agreement.

25. That the respondent no. 1 was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. It is pertinent to state that the National Green Tribunal in several cases related to Punjab and Haryana had stayed mining operations including in O.A No. 171/2013, wherein vide Order dated 02.11.2015, mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna River bed. Thus, on account of several orders, directions passed by the various authorities/forum hindered the development of project. Ban by NGT vide order dated 19.07.2016 for 30 days, Ban by Environment Pollution Authority vide order dated 07.11.2017 and 01.11.2019 for 90 days and 4 days respectively.

26. That the aforementioned circumstances are in addition to the partial ban on construction. Additionally, Covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors etc. for the construction of the Project. The Ministry of Home Affairs, GOI vide



notification dated March 24, 2020 bearing no. 40-3/2020-IDM-I(A) recognized that India was threatened with the spread of Covid-19 pandemic and ordered a completed lockdown in the entire country for an initial period of 21 days which started on March 25, 2020. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time and till date the same continues in some or the other form to curb the pandemic. Various State Governments, including the Government of Haryana have also enforced various strict measures to prevent pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities. Despite, after above stated obstructions, the nation was yet again hit by the second wave of Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. It is pertinent to mention, that considering the wide spread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021, each and every activity including the construction activity was banned in the State. This has been followed by the recent wave brought by the new covid variant in the country. Therefore, it is safely concluded that the said delay in the seamless execution of the Project was due to genuine force majeure circumstances and the said period shall not be added while computing the delay.



27. That despite innumerable hardships being faced by Respondent No. 1, Respondent No. 1 had completed the construction of the Project and applied for the Occupation Certificate before the concerned Authority on 24.06.2022. It is respectfully submitted that once an application for a grant of occupation certificate is submitted to the concerned statutory authority to Respondent No. 2 ceases to have any control over the same. The grant of an occupation certificate is the prerogative of the concerned statutory authority and the Respondent No. 1 does not exercise any influence in any manner whatsoever over the same. Therefore, it is respectfully submitted that the time period utilized by the concerned statutory authority for granting the occupation certificate is liable to be excluded from the time period utilized for the implementation of the project. That it is also submitted that Respondent No. 1 had also obtained the Occupation Certificate on 02.03. 2023. The copies of the Application for Occupation Certificate dated 24.06.2022 and Occupation Certificate dated 02.03.2023 marked and annexed as Annexure R4(Colly).

28. That at this instance, it is categorical to note that the competent department was bound to revert to the said application for occupation certificate in 60 days, failing which, the Unit shall be deemed to have occupation certificate. The term of 60 days has expired on 22.06.2022 and no response has been received from the competent authority, hence, the application dated 02.03.2023 acts as an occupation certificate.

29. That thereafter, respondent no. 1 offered the possession of the unit to the complainants on 24.08.2022. Copy of offer of possession dated 24.08.2022 is annexed as Annexure R-5.
30. That vide letter dated 24.08.2022 regarding offer of possession, the complainant was asked to make the requisite payment based on the statement of final dues and complete the documentation required to enable the respondent no. 1 to initiate the process of physical possession of the unit, however, the complainant delayed to take the possession of the unit. Respondent no. 1 has also issued a credit note in favor of complainant dated 19.10.2022. Multiple reminders were sent to complainant on 11.10.2022, 03.08.2023 and 23.06.2023. Copy of letters is annexed as Annexure R-6.
31. That without any demur of any sort, the Complainant made the payment of all the dues. The total sale price of Rs. 34,82,484/- was paid by the Complainant, willingly, voluntarily, and without any protest or demur.
32. That after due inspection and being completely satisfied, the Complainant happily, willingly, and voluntarily took possession of the Unit and executed an indemnity cum undertaking for taking over physical vacant possession dated 01.10.2020 and indemnity cum undertaking for Registration of Conveyance Deed dated 01.10.2022. A copy of the Indemnity cum Undertaking for taking over physical possession and Indemnity cum Undertaking for Registration of Conveyance Deed are



annexed as Annexure R7(Colly). A copy of the No Objection Certificate for giving the possession dated 20.10.2022 is annexed as Annexure R8.

33. That it is submitted that the Complainant thereafter requested for the name addition of co-allottee hence the name of Ms. Sushma was added to the unit. A copy of Name Addition Letter dated 25.07.2023 of Ms. Sushma is annexed as Annexure R9.

34. Subsequently the parties executed the conveyance deed dated 28.08.2023. A copy of the conveyance deed dated 28.08.2023 is annexed and marked as Annexure R10.

35. That the Complainant took possession of the unit after her own complete satisfaction and also enjoyed the benefit of the delay possession charges in terms of the FBA, and thereafter executed the conveyance deed, the contract between the Parties stands concluded and no cause or issue arises at this stage. The present case has been filed in utter disregard to the established principles of law and under no circumstance, should the present Complaint be allowed. In this regard, the following may be categorically noted:

With the credit of delay possession charges and execution of the conveyance deed in 2021, the contract stands fully and finally concluded.

36. That the contract between the Parties stands completed with the completion of the following:



- Handover of physical possession as recorded under the indemnity cum undertaking dated 01.10.2020;
- Credit of the delay possession charges as noted in the offer of possession letter
- Execution of the conveyance deed dated 28.08.2023

37. That after the happening of the above-mentioned, there remained no obligation of the Respondents, in respect to the Agreement and all the rights and obligations between the Complainant and the Respondents stood fully and finally satisfied, latest by 28.08.2023 as noted above. Thereafter, neither was there any continuing relationship, and nor any cause of action remained between the Complainant and the Respondents and the present Complaint has been filed in utter disregard to the same.

38. The Complaint is barred under the doctrine of election; the Complainant willingly, voluntarily, and on her own volition, without any protest whatsoever, made the outstanding payments and took possession of the Unit and has been enjoying the possession of the Unit for almost 4 years now. That by taking possession of the Unit, the Complainant elected to forego any right that she may have had in the alternative. The doctrine of election or the doctrine of choice is based on the principles of equity and it imposes an obligation on a party to choose or elect between two alternative rights or claims. This doctrine is a branch of rule of estoppel wherein, a party having taken one alternative by his conduct or silence is



estopped from asserting a right that would have flowed if the party had taken the other course.

39. Applying the same in the present case, both, the conduct and the actions, i.e., the conduct of making timely payment without any protest of all the charges of which refund is being sought in the present Complaint, and taking the physical possession along with the delay interest accrued, the Complainant are barred to elect any alternative that the Complainant may have, in respect to any payment having already been done by the Complainant or the delay possession charges.

40. Hence, the Complaint is barred under the doctrine of election to pursue any remedy that the Complainant may have had but chose to forego while making the complete payment and taking the physical possession.

41. The Complainant is barred under the doctrine of estoppel by Deed and estoppel by conduct: That as noted above, not only did the Complainant make the payments without any protest but also took possession of the Unit, took the benefit of the delay possession charges after having done her own enquiries and being completely satisfied in all respects, hence the present Complaint is barred by the doctrine of estoppel in the following manner:

- The conduct of the Complainant of making the complete payments without any protest makes the Complaint barred by the doctrine of estoppel by conduct.



- The fact of willful execution of the indemnity cum undertaking or taking over physical vacant possession dated 01.10.2020 and the conveyance deed dated 28.08.2023 noting the complete, full and final satisfaction of the Complainant in all respects making the Complaint barred by the doctrine of estoppel by deed.

42. The payment proof is already a part of record and has also been noted above. Additionally, the following clauses of the willful indemnity cum undertaking or taking over physical vacant possession dated 01.10.2020 and the conveyance deed dated 28.08.2023 need to be categorically noted which highlight the complete satisfaction of the Complainant in all respects:

43. Clauses of the Conveyance deed:

J. The Vendee further confirms that after the execution of the Conveyance Deed, the Vendee shall not raise any issue/dispute/claim with respect to any aspect of the Unit, Colony and/or Plot, including but not limited to the location, Super Built-up Area (as defined in Schedule-II), quality of construction, specifications and sale consideration, against the Vendors at any time in future. The Vendee further confirms that execution of this Conveyance Deed will discharge the Vendor from all its obligations towards the Vendee.

3. The vacant and peaceful physical possession of the Unit has already been handed over by the Vendors to the Vendee, and the Vendee acknowledges to have taken over the possession of the same after a detailed inspection of the Unit, on all material aspects including but not limited to area of the Unit, quality of construction, workmanship, materials used in construction, finishing/fittings, fixtures, specifications, etc. and the Vendee does not have any objection and is fully satisfied, with all aspects of the Unit. The Vendee further confirms that the Vendee has checked and verified the title of Confirming Vendors in the Land and is completely satisfied with respect to the same. Since the Vendee has completed due diligence of the Unit and the land underneath to the

Vendee's complete satisfaction, therefore, the Vendee undertakes not raise a dispute on any of the above mentioned aspects.

44. That as noted above, the complete satisfaction of the Complainant has been noted in all respects of the land, area, construction, etc. and hence, the Complainant is estopped from making any claims of any sort including but not limited to amount having been paid and area of the unit.

45. That after the execution of the conveyance deed, no cause of action pertains. Hence, the complaint is liable to be dismissed.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENTS.

46. No one appeared on behalf of complainants. I.d. counsel appearing on behalf of respondent reiterated the submissions made in his pleadings.

G. ISSUES FOR ADJUDICATION

47. Whether the complainants are entitled to the reliefs sought or not? If yes, the quantum thereof.

OBSERVATIONS OF THE AUTHORITY

48. The Authority has gone through rival contentions and relevant documents as well as judgments relied upon by the parties. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, factual position of the case is that complainant being subsequent purchaser had bought the unit no. PE-77-SF, 1371 sq. ft on



20.12.2018. Builder buyer agreement for the unit in question was executed on 03.11.2018 with original allottee. Offer of possession was made by respondent to complainants on 24.08.2022 after applying for occupation certificate on 24.06.2022. Said offer was accompanied with demand of ₹7,09,007/- (inclusive of stamp duty charges of ₹ 2,80,000/-). Settlement letter was executed between the parties on 21.09.2022. Thereafter, NOC for fit outs was issued by respondent to complainants on 21.10.2022. Occupation certificate stands received on 02.03.2023.

49. As such, complainants in their complaint are silent about execution of settlement letter and execution of conveyance deed. Complainant-Sushma was impleaded by way of filing amended memo of parties in registry on 27.11.2025 in compliance of order dated 25.03.2025 passed by Authority. Ms. Sushma appeared in hearing dated 27.11.2025 wherein she sought time to engage counsel. However, no one has put in appearance on her behalf on last date of hearing dated 09.04.2026. In fact, no one appeared on behalf of both the complainants on today's hearing. By way of order dated 27.11.2025, it was clarified that no further opportunity will be granted to the parties for arguments. Relevant part of order dated 27.11.2025 is reproduced below for reference:-



“Complainant (co-allotee) is granted liberty to file documents/objections to the complaint. Same shall be filed upto 12.03.2026. Failing which, matter will be considered/decided on merit on the basis of available record. No further opportunity will be granted to the parties. Case is adjourned to 09.04.2026 for final arguments.”

50. Complainants are now claiming delay interest against respondents in terms of the builder buyer agreement executed on 06.03.2014 whereas no such agreement is placed on record. Complainants in its pleadings has not mentioned any specific grievance against respondent no. 2,3 and 4. All the payment and transaction has been carried out with respondent no. 1 only. No relief in particular has been sought against respondent no. 2,3 and 4. Hence, it is concluded that the direction in this final order is passed against respondent no. 1 only.

51. Authority has carefully examined the settlement letter dated 21.09.2022, which is annexed by the respondent only as Annexure- R-1 to the reply. Authority observes that it is an undisputed and admitted fact that the Complainants and the Respondent voluntarily entered into a **Settlement letter dated 21.09.2022** for full and final resolution of all disputes, claims, and grievances relating to Unit No. PE-77-SF on the second floor in the Respondent's project namely 'Park Elite Floors', Faridabad. The key terms and conditions of the Settlement letter are summarized as follows:

“Case Detail: Offer of Possession Letter for Unit PE-77-SF 1,371.00 sq.ft (Project) Park Elite Floors (vide letter dated 24.08.2022), Faridabad



This is with reference to the meeting held on 21 September 2022, at our office premises of ECE HOUSE K.G.MARG CANNUGHT PLACE DELHI corporate office, Delhi. Post discussions, mutually, the parties have amicably resolved to settle the disputes between them.

We have voluntarily and willingly agreed to the following terms that:

- 1. The Customer shall remit Rs.340292/- (Rupees Three Lacs Forty thousand two hundred ninety two rupees Only) to BPTP Ltd. as full and final settlement within 3 days from 13.09.2022;*
- 2. In addition to the above, the Customer shall make payment towards Stamp Duty charges and registration charges, as may be applicable;*
- 3. The Customer further agrees to pay BPMS Dues totaling to Rs. 73,060.04 /- towards Interest Free Maintenance Security Deposit, PID Charges, Electricity Charges, Common Area Maintenance Charges and Administrative Charges.*
- 4. The charges with regard to Maintenance, namely, Interest Free Maintenance Security Deposit, Common Area Maintenance Charges and Administrative Charges payable to BPMS shall be applicable as per invoice raised dated 24.08.2022 and shall be paid by the Customer. In the event, the customer chose to get the Conveyance Deed registered on his own, the Administrative Charges shall stand waived by the Company;*
- 5. BPTP Ltd. shall make every endeavor to hand over possession within 90 days from the date of receipt of the above stated payments (Ref. pt. 1 & 2);*
- 6. No holding charges and interest accrued to the Customer is payable by the Customer to BPTP.*

The parties hereto agree to keep the terms of settlement confidential.

The Customer agrees that hereafter, all their grievances, claims, allegations against BPTP Ltd. with regard to the Unit, have finally been settled and the Customer wishes to withdraw any Complaint.



unconditionally, before the Concerned Authority. Also that, Customers' all grievances, claims, allegations against the Company with regard to the Unit, have finally been settled and that Customer shall not raise any claim against the Company at any point of time in future for, inter alia, licences or other approvals obtained by the Company for the project, development works, unit specifications opted, description of charges including but not limited to area increase charges, cost escalation charges etc., rates & taxes charged, or any delayed possession compensation in terms of the agreement executed with the Company or the provisions of applicable laws including Haryana Real Estate (Regulation and Development) Act, 2016.

*Signed by both the parties
For BPTP Limited*

*Accepted by
Complainants"*

52. The complainants in deed have unequivocally declared that they have no further claims, demands, or grievances against the Respondent and has undertaken not to initiate or continue any legal proceedings, claims, or complaints in relation to the said unit or any of its terms. The Authority takes note of the categorical and comprehensive nature of the content of the letter, which clearly indicates that the settlement was intended to operate as a **full and final discharge** of all contractual and statutory claims, extinguishing the earlier cause of action between the parties.

53. The Authority has further observed that the complainants acted in accordance with the Settlement Deed and took steps in furtherance of the settlement:



- i. Complainants availed the benefit of special credit compensation of ₹88,715/- for the delay in handing over of possession of unit. Same is reflected in statement of account attached as page 38 of complaint.
- ii. Complainants paid Rs 3,40,292/- on 27.09.2022 vide receipt annexed at page 36 of complaint. Further, maintenance charges of Rs 73,060/- were paid on 27.09.2022 annexed at page 37 of complaint.
- iii. NOC for fit out was issued by respondent to complainants on 20.10.2022 for taking physical possession of unit.
- iv. Conveyance deed was executed in favor for complainants on 28.08.2023 wherein it is clearly mentioned that vacant and peaceful possession of the unit have been taken over by the complainants after detailed inspection of the unit.

54. These facts demonstrate that the complainants as well as respondent acted upon the settlement and acquiesced to its terms through their conduct. The factum of acceptance of letter can be derived from the conduct of the parties. 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.

55. 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 **Settlement letter** executed with mutual



consent operates as such a contract. It is pertinent to mention here that complainants have chosen to file the complaint after expiry of 1.5 years of signing of settlement letter, i.e. on 21.09.2022. No protest/objection was made by the complainants for around one and half year.

56. Further, the Complainant's **signatures appear on every page** of the document, suggesting that the terms were duly acknowledged and accepted at the time of execution. Herein, the complainants have settled their grievance pertaining to delay in handing over of possession by accepting lump sum compensation/credit compensation. Now, complainants are prohibited due to Principle of Estoppel to get the settled issues re-open.

57. In respect of relief clause (iv) sought by complainants pertaining to '*direct the respondents not to charge the club charges and illegal and arbitrarily increased super area*'. This Authority reiterates here that: said demands were made/raised vide offer of possession dated 24.08.2022 and by way of settlement letter complainants choose to bargain upon the total paid amount in its entirety. Said charges stands mutually settled within terms of settlement. Now, complainants cannot raise/agitate upon these issues.

58. In view of the above factual and legal positions, it is clear that the entire dispute has been settled and acted upon. Therefore, the complaint is not-maintainable.



59. With the aforesaid observations/directions, the case stands Disposed of.
File be consigned to record room after uploading on the website of the
Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


PARNEET S. SACHDEV
[CHAIRMAN]

