

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

Complaint no. : 87 of 2025
Date of complaint : 17.01.2025
Date of order : 30.01.2026

Tarandeep Singh Bindra

R/o: - C-58, First Floor Iest, Malviya Nagar, New Delhi-110007.

Complainant

Versus

1. M/s KNS Infracon Private Limited

Having Registered Office at: - 517A, Nariman Manzil, 23, Barakhambha Road, Connaught Place, New Delhi-110001.

2. M/s Tashee Land Developers Private Limited

Having Registered Office at: - Flat No. 312, 3rd Floor, Plot No.16, Ansal Bhawan Kasturba Gandhi Marg, Connaught Place, New Delhi-110001.

Respondents

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Sukhbir Yadav (Advocate)

Complainant

None

Respondents

EX-PARTE ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	Capital Gateway, Sector-111, Gurgaon
2.	Nature of the project	Group Housing Project
	Area of project	10.462 Acres
3.	License no. and validity	34 of 2011 dated 16.04.2011 Valid up to 15.04.2024
4.	Name of licensee	M/s KNS Infracon Private Limited
5.	RERA Registered/ not registered	Registered vide registration no. 12 of 2018 dated 10.01.2018 with RERA, Panchkula [Extension certificate provided by RERA, GGM U/s 6 of Act vide no. RC/REP/HARERA/GGM/12 of 2018/7(3)/2022/3 dated 09.08.2022, Valid up to 30.06.2025]
6.	Allotment letter	01.01.2010 (Page no. 48 of complaint)
7.	Flat buyer's agreement	08.08.2013 (page no. 53 of complaint)
8.	Unit no.	1101, 11 th floor, Tower E [as per FBA at page 55 of complaint]
9.	Unit area admeasuring	tentative area - 1695 sq. ft. [Page 55 of complaint]
		Final super area - 1874 sq. ft. [increased by 10.56%] [Area changed vide offer of possession dt. 13.11.2024]
10.	Payment Plan	Construction linked Plan
11.	Possession clause	<u>2. POSSESSION</u> "2.1 ...the First Party/Confirming Party proposes to handover the possession of the Flat to the Purchaser within approximate period of 36 months from the date of

		<i>sanction of the building plans of the said colony. The Purchaser agrees and understands that the First Party/Confirming Party shall be entitled to a grace period of 180 days (One Hundred and Eighty) days, after the expiry of 36 months, for applying and obtaining the occupation certificate in respect of the Colony from the concerned authority..."</i> [as per FBA at page 61 of complaint]
12.	Date of approval of building plan	07.06.2012
13.	Due date of possession	07.06.2015 [Note: Calculated 36 months from the date of sanction of the building plan i.e., 07.06.2012, as already decided while deciding earlier complaint CR/874 of 2022 & 2 others.]
14.	Total sale consideration	Rs.62,69,360/-
15.	Amount paid by the complainant	Rs.61,27,629/- (As mentioned in SoA at page 119-120 of complaint)
16.	Occupation certificate	24.10.2024 (page no. 115-117 of complaint)
17.	Offer of possession	11.11.2024 (As per page no.112-114 of complaint)
18.	Offer of possession via E-mail	13.11.2024 (As per page no. 118-120 of complaint)
19.	Demand notice and reminder letter's	11.11.2024, 25.11.2024 & 07.12.2024 [As mentioned in intimation regarding cancellation at page 127 of complaint]
20.	Intimation by respondent regarding cancellation stating due to non-payment of Rs.51,17,531/- and stating that shall refund after deducting 15% of earnest money.	13.12.2024 [Page 127 of complaint]

B. Facts of the complaint

3. The complainant has made the following submissions: -
- I. That under clause 1 of builder buyer agreement, the actual sale consideration was @2900/- per sq. feet with other additional charges.
 - II. That the complainant was searching for a residential flat and came across "Tashee Capital Gateway" promoted by Tashee Land Developers Private Limited. The complainant visited the project site with his family and met with the marketing staff and office bearers of the respondent.
 - III. That the local representative of the developer allured the complainant with a brochure and various advantages like top-notch amenities and particularly timely completion of the said project promised by the developer. After a detailed discussion, the complainant chose one unit i.e., Flat No. 1101 on the 11th Floor of Tower – E, in the project. It was represented by the representative of the respondents that they will facilitate the said transaction and it will be treated like a fresh booking and a fresh BBA shall be executed with the complainant.
 - IV. relying on the respondents' representations, the complainant signed and executed an affidavit along with other relevant documents for the booking of the above-stated unit. Notably, the complainant purchased a 1695 sq. ft. flat under a construction-linked payment plan, with a total sale consideration of Rs.62,69,360/- (including BSP, EDC, IDC, Car Parking, CMC, IFMS, and PLC) from Mr. Ashok Kumar. The respondents transferred all rights with regards to Unit No. 1101 on the 11th Floor of Tower – E, in the Capital Gateway project, and an amount of Rs.12,10,098/- was also transferred in the name of the complainant by the respondents from the name and account of the original allottee. Subsequently, the respondents issued an allotment letter on

- 01.01.2010 in favor of the complainant confirming the allotment of unit no. 1101 on the 11th Floor of Tower – E, in the Capital Gateway project.
- V. That on 08.08.2013, an arbitrary and one-sided, flat buyer agreement was executed between the respondents and the complainant. As per clause 2 sub-clause 2.1 of the BBA, the respondent has to give possession of the flat within 36 months from the date of sanction of the building plans of the said colony. That the building plans were approved on 07.06.2012, therefore, the due date of possession was 07.06.2015.
- VI. Subsequently, the complainant diligently continued to pay the remaining instalments as per the demand raised by the respondent(s). As per the records, the complainant had paid a total sum of Rs.63,08,165/-, which accounts for more than 100% of the total sale consideration. The payment details are substantiated by the statement of account dated 01.04.2012, 01.04.2013 and 15.09.2016 issued by the Respondents, which provides a clear record of the transactions made. Despite paying more than 100% of the total sale consideration, the complainant is yet to receive possession of the unit.
- VII. Despite numerous efforts, the Complainant has been unable to obtain possession of the allotted flat since 2015. Repeated visits were made to the respondents' office and the construction site, only to be met with disappointment.
- VIII. Thereafter aggrieved by the acts, conducts, and deficiencies of the builder/respondent(s), the complainant filed a complaint before the Authority, Gurugram, under section 31 of the Real Estate (Regulation & Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation & Development) rules, 2017, against the respondents vide

complaint No. 1815 of 2022 for the possession of the said flat along with prescribed interest per annum from the promissory date of delivery of the flat in question till the actual date of delivery of the flat. The Authority, Gurugram, pronounced the final decision/judgment on the above-said complaint on 13.07.2023.

IX. That the Authority, exercising powers vested in it under section 37 of the Real Estate (Regulation and Development) Act, 2016, issued the following directions to the respondents:

- (i) *The respondents are directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.70% p.a. for every month of delay on the amount paid by the complainant to the respondents from the due date of possession (i.e., 07.06.2015) till offer of possession plus 2 months after obtaining OC or handing over of possession whichever is earlier.*
- (ii) *The respondent shall not charge anything from the complainant which are not the part of the agreement.*
- (iii) *The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.70% by the respondent /promoters which is the same rate of interest which the promoter shall be liable to pay to the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.*
- (iv) *The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period and the respondents shall handover the possession within a period of one month after receipt of occupation certificate from the competent authority.*
- (v) *The respondents are directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule16(2) of the rules.*

X. That the respondents failed to comply with the directions of this Authority. As a result, the complainants filed an execution petition (No. 2471 of 2024) to ensure compliance with the order.

XI. That it is worth noting that, until the execution petition was filed, the respondents still had not handed over possession of the complainant's unit. As a result, the complainant, being the decree-holder, calculated the delayed possession charges from the original due date of possession i.e., 07.06.2015 to the date of the order i.e., 13.07.2023, and then from that date to the date of issuance of the offer of possession

letter dated 11.11.2024 on the amount paid by the complainant. as per the calculations, the decretal amount is Rs.70,53,555/- payable by the respondents.

XII. That the respondents failed to fulfil their obligations and deceived the complainant with false assurances. Despite repeated requests, the complainant did not get physical possession of his unit, with all pleas falling on deaf ears. After an expiry of 9.5 years from the due date of possession, on 11.11.2024, the respondent(s) issued the offer of possession for the complainants' unit. The alleged offer of possession issued by the respondents is merely a paper formality, lacking any legal validity, and is therefore unacceptable to the complainant. Moreover, this offer of possession is conditional, requiring the complainant to execute an indemnity cum undertaking, which is legally untenable. Furthermore, the respondents have unilaterally increased the area of the complainant's unit without justification or clarification, resulting in an increased cost. This appears to be a deliberate attempt by the respondents to extract additional payments. The offer of possession also includes unreasonable and unjustified demands, such as:

- i. Cost Escalation in construction of Rs.27,53,219/- and on account of increase in area. It is germane to highlight here that the area of the unit was increased without informing the allottee and in the absence of the consent of the allottee/complainant. Hence, the said demand is illegal and incorrect and not a part of the BBA as well.
- ii. Possession charges of Rs. 7,49,600/- which are baseless and unknown.
- iii. Interest charges of Rs. 28,68,962/- which are unjustified.
- iv. Service Tax/VAT/GST charges of Rs.7,93,158/- which are unlawful and unjustified.

XIII. Thus, the offer of possession dated 11.11.2024, is null and void, being legally invalid. Furthermore, the notice of possession included multiple charges beyond the scope of the agreement. It was also conditional upon the complainant's acceptance of a pre-drafted

indemnity cum undertaking and declarations. That the respondent is demanding an unreasonable demand of Rs.76,71,306/-. Furthermore, the respondents are obligated to provide a detailed justification for the interest charges they are levying, including specifics on the payments to which these interest charges pertain. Additionally, they must furnish accurate area calculations to support their demands. Notably, the complainant has already remitted more than 100% of the total sale consideration. Consequently, he is not liable to pay the unlawful and unjustified charges demanded by the respondents in their letter dated 11.11. 2024. The respondents' insistence on these illegitimate demands is entirely without merit.

- XIV. That it is highly pertinent to mention here that the DTCP issued a conditional occupation certificate on 24.10.2024 for Tower A to G and EWS 1 & 2 and Commercial - 1, more so, the respondent increased the area of the flat but as per said OC the Achieved FAR is less than the Sanctioned FAR, therefore, there is no chance of increase in the area. Furthermore, the department-imposed composition fees of Rs.19,99,942/- for violations in the building plans. That as per the achieved FAR the area per flat is 1256.135 sq. ft. but the respondent presented the area of 1874 sq. ft.
- XV. That on 13.11.2024, the respondents again shared the said offer of possession with the complainant through email. Before the complainant could fully comprehend the unreasonable demands made by the respondents, they sent a reminder dated 25.11.2024, seeking payment for the demands outlined in their offer of possession letter dated 11.11.2024. In response, the complainant sent a detailed email to the respondent on 26.11.2024, highlighting concerns regarding the unreasonable and incorrect charges levied in the offer of possession

letter dated 11.11.2024. The email meticulously outlined each issue including the payment to be made by the respondents of outstanding delayed possession charges following the order dated 13.07.2023. The complainant's email dated 26.11.2024 remained unanswered, as the respondents failed to provide a response. Thereafter, the complainant sent an email on 10.12.2024, seeking a response to his previous email.

XVI. That the respondents initially failed to deliver possession of the complainant's unit by the due date, prompting the complainant to file complaint no. 1815 of 2022, seeking possession and delayed possession charges. Despite obtaining a favourable decree on 13.07.2023, the respondents refused to comply, forcing the complainant to file execution petition No. 2471 of 2024. Undeterred, the respondents continued to abuse their dominant position. They did not hand over possession on or before the due date of possession and subsequently issued an unlawful offer of possession, laden with unreasonable and exorbitant demands. Furthermore, the Respondents threatened to cancel the unit if the complainant failed to pay the unjustified demands outlined in the offer of possession, which is a clear injustice. That, in an interim order dated 20.11.2024, passed in the execution petitions' proceedings filed by the several allottees of the same project, the respondents' counsel undertook before the Hon'ble Court of Adjudicating Officer that they would not demand payments from the allottees until further orders from the Hon'ble High Court. In light of the undertaking given by the respondents' counsel, they are stopped from demanding payments from the complainant towards their illegal and unjustified demands. Furthermore, the respondents are not entitled to cancel the complainant's unit, and any attempt to do

so would be in contravention of their undertaking before the Hon'ble Court.

XVII. That despite providing an undertaking before the Hon'ble Court, the respondents, in a shocking and arbitrary move, cancelled the complainant's unit via their letter dated 13.12.2024. This cancellation was purportedly due to non-payment of the demand raised by the respondent in the offer of possession letter dated 11.11.2024. It is apposite to mention that the respondents' actions constitute a blatant disregard and contempt for the law, as well as a wilful violation of their undertaking before the Hon'ble Court. The complainant has been subjected to unwarranted harassment and disregard by the respondent. Despite sending numerous emails, the respondent callously ignored the complainant's legitimate concerns and queries.

XVIII. That the respondents' actions reek of duplicity, as evidenced by their email dated 18.12.2024, wherein they withdrew their cancellation letter dated 13.12.2024. The reason cited was that "M/s Catalyst Trusteeship Limited had filed a petition in the High Court of Chandigarh, bearing No. CWP No. 15494 of 2024, in which the complainant is also a party". Notably, the respondents' withdrawal of the cancellation letter is temporary and without prejudice to their right to pursue recovery of the unjustified demands from the complainants. This Machiavellian tactic is a clear attempt to intimidate and coerce the complainants. In light of these developments, it is imperative that this Authority sets aside the cancellation letter dated 13.12.2024, along with the offer of possession dated 11.11.2024. The respondents' actions are a blatant disregard for the complainants' rights, and it is essential that this Authority takes a firm stance against such unscrupulous behaviour.

- XIX. That it is worth mentioning here that the delayed possession charges as per the updated calculation are far more than the unreasonable demand raised by the respondents/builders in their offer of possession. The complainant is willing to settle legitimate dues (if any) and take possession of his unit. To facilitate this, the respondents are required to issue a fresh and genuine demand notice, enabling the complainant to make the necessary payment for the outstanding dues. Furthermore, the respondents are also required to issue the fresh demand notice after adjustment of the above-stated delayed possession charges.
- XX. That due to the acts of the above and the terms and conditions of the builder buyer agreement/buyer agreement and offer of possession, the complainant has been unnecessarily harassed mentally as well as financially, therefore the opposite parties are liable to compensate the complainant on account of the aforesaid act of unfair trade practice.
- XXI. That the cause of action for the present complaint arose on 11.11.2024 when the respondents issued an illegal and incorrect offer of possession for the complainant's unit. The cause of action again arose on 25.11.2024 and 26.11.2024, when the respondents failed to respond to the email sent by the complainant and sent a reminder for the payment of their unreasonable demands. The cause of action further arose in December 2024, when the respondents cancelled the unit of the complainant arbitrarily even after giving an undertaking before the court of the adjudicating officer. The cause of action is alive and continuing and will continue to subsist till such time as this Authority restrains the respondent by an order of injunction and/or passes the necessary orders.

- XXII. That the complainant being an aggrieved person filing the present complaint under Section 31 with the Authority for violation/contravention of provisions of this Act as mentioned in the preceding paragraph. That as per Section 11 (4) of the RERA Act. 2016, the promoter is under obligation towards allottees. That is as per Section 12 of the RERA Act. 2016, the promoter is liable to return the entire investment along with interest to the allottees of an Apartment, building, or project for giving any incorrect, false statement, etc.
- XXIII. That as per Section 18 of the RERA Act. 2016, the promoter is liable to pay the interest or return of the amount and to pay compensation to the allottees of a Unit, building, or project for a delay or failure in handing over such possession as per the terms and agreement of the sale. That as per Section 19 (4) of the RERA Act. 2016, the allottee is entitled to a refund of the amount paid along with interest.
- XXIV. That the complainant hereby submits to the Authority under Section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above.
- XXV. That further it is requested that necessary directions be issued to the promoter to comply with the provisions and fulfil the obligation under Section 37 of the Act.
- XXVI. That the complainant does not want to withdraw from the project. The promoters have not fulfilled their obligation therefore as per obligations on the promoter under Section 18(1) proviso, the promoters are obligated to pay the interest at the prescribed rate for every month of delay till the handing over of the possession.
- XXVII. That the present complaint is not for seeking compensation, without prejudice, complainant reserves the right to file a complaint to Adjudicating Officer for compensation.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

- I. To set aside the alleged offer of possession dated 11.11.2024 since the said offer of possession has been issued, in violation of the provisions and directions issued by this Authority in the above-stated judgments/orders. Also, the delayed possession charges amount to more than the demand raised by the respondents.
- II. Direct the respondents to restore the cancellation letter dated 13.12.2024 issued against the unit of the complainant.
- III. Direct the respondents to not create any third-party rights in the unit of the complainant.
- IV. Direct the respondents to issue a fresh, genuine, and legal offer of possession with a reasonable demand to be paid by the complainant after adjustment of the delayed possession charges/interest.
- V. Direct the respondents to refrain from charging cost escalation in construction of Rs.27,53,219/-. Justification: The respondent delayed the construction and it is settled law that a wrongdoer cannot take advantage of its/his/her own wrong.
- VI. Direct the respondents to refrain from charging possession charges of Rs.7,49,600/-, which are baseless and unknown.
- VII. Direct the respondents to refrain from charging Interest charges of Rs.28,68,962/- which are unjustified.
- VIII. Direct the respondents to refrain from charging Service Tax/VAT/GST charges of Rs.7,93,158/- which are unlawful and unjustified.
- IX. Direct the respondents to provide area calculation as per Law.
- X. Direct the respondents to issue fresh demand after adjustment of Delayed possession interest till actual handing over of the unit or valid offer of possession.
- XI. Direct the respondents to hand over physical possession of the unit along with car parking.
- XII. Direct the respondents to execute the conveyance deed.
- XIII. Direct the respondents to refrain from charging club membership charges as there is no club in the project.

- XIV. Direct the respondents to refrain from charging maintenance charges till the handover of the unit or a valid offer of possession.
- XV. Direct the respondent party to refrain from charging holding charges.
- XVI. Any other relief to which he is found entitled by this Authority.
5. On the date of hearing, the Authority explained to the respondents/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.
6. The present complaint was filed on 17.01.2025 and registered as complaint no. 87 of 2025. As per the registry, the complainant sent copies of complaint along with annexures through speed post as well as through email. The tracking report of the same has been attached by the complainant with his complaint. The proof regarding the delivery of the complaint along with annexures made to the respondents, has been submitted by the complainant as available in the file. The registry of the Authority sent a notice with a copy of the complaint along with annexures through speed post on 21.01.2025 bearing tracking no. EH092284102IN and Registry has also sent the notice along with a copy of the complaint through email dated 21.01.2025 and the mail was duly served. Despite service of notice through E-mail as well as speed post, the respondents have failed to appear and to submit any reply. Accordingly, the Authority is left with no other option but to proceed ex-parte against the respondents.
7. 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.
- D. Maintainability of complaint:**
8. In the present complaint, the complainant intends to continue with the project and is seeking direction to the respondent to handover the possession

immediately, execution of conveyance deed, to adjust and pay delay possession charges and setting aside of cancellation/offer of possession and illegal demands mentioned therein. The complainant has submitted that a complaint bearing no. CR/1815/2022 was filed by him seeking handover of possession and payment of delay possession charges and vide order dated 13.07.2023, the said reliefs were granted in favour of the complainant. However, the respondent neither paid the amount as directed by the Authority nor adjusted the amount against any demand which remained pending at the time of possession. Meanwhile, occupation certificate was received by the respondent in the later months of the year 2024 and offer of possession was made to the complainant. The respondent has offered possession with huge illegal demands which are neither part of builder buyer agreement nor even logical to ask for. Thus, the present complaint has been filed by the complainant.

9. The Authority observes that the complainant has previously filed a complaint bearing no. CR/1815/2022 against the subject unit before the Authority seeking possession along with payment of delay possession charges. Thereafter, vide order dated 13.07.2023, the respondents were directed to handover possession and to pay delay possession charges at the prescribed rate of interest @10.70% p.a. w.e.f. 07.06.2015 till offer plus 2 months after obtaining OC or till actual handover of possession, whichever is earlier. The respondent was further directed to not to charge anything from the complainant which is not part of the buyer's agreement. The Authority further observes that the complainant has also filed an execution petition bearing no. EX/2471/2024 and the same is still pending.
10. After considering the documents available on record as well as submissions made by the parties, the Authority is of the view that the present complaint is not maintainable before the Authority as is barred by the principle of res-

judicata as the matter in issue between the parties has already been heard and decided by the Authority vide order dated 13.07.2023 in the former complaint bearing no. CR/1815/2022. Further, if any party fails to abide by the directions mentioned in the said order, then the same shall be enforced by the executing authority as provided under Section 40 of the Act of 2016 read with Rule 27 of the Haryana Real Estate (Regulation and Development) Rules, 2017, in such manner as may be prescribed. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. Therefore, subsequent complaint on same cause of action is barred by the principle of res-judicata as provided under Section 11 of the Code of Civil Procedure, 1908(CPC). Section 11 CPC is reproduced as under for ready reference:

“11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.

Explanation I.—*The expression “former suit” shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.*

Explanation II.—*For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.*

Explanation III.—*The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.*

Explanation IV.—*Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.*

Explanation V.—*Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.*

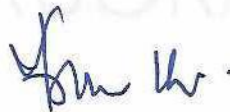
Explanation VI.—*Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others,*

all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating.

1[Explanation VII.—*The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.*

Explanation VIII. —*An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as res judicata in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised.]”*

11. The Authority is of view that though the provisions of the Code of Civil Procedure, 1908 (CPC) is, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided therein are the important guiding factors and the Authority being bound by the principles of natural justice, equity and good conscience has to consider and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the Act if such provision is based upon justice, equity and good conscience. Thus, in view of the factual as well as legal provisions, the present complaint stands dismissed being not maintainable. File be consigned to the registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026