HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1064 OF 2025

Raj Kumar Trika .....COMPLAINANT

Versus

Splendor Landbase Limited .....RESPONDENT

Date of Hearing: 25.08.2026

Hearing: 5th

Present: Adv. Gaurav Jindal, Ld. Counsel for the Complainant.

Adv. Shobit Phutela, Ld. Counsel for the Respondent through VC.

ORDER : DR. GEETA RATHEE SINGH -(MEMBER)

1. Today, case is fixed for the arguments.
2. Part arguments heard.
3. Case **Disposed of**. Detailed order shall follow.

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DR. GEETA RATHEE SINGH

[MEMBER]

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	**1064 of 2025**
Date of Filing:	**18.07.2025**
First Date of Hearing:	**28.10.2025**
Date of Decision:	**25.08.2026**

Raj Kumar Trika
Flat No. 205, Ganpati Apartments,
New Friends Colony,
Panipat, Haryana.

....COMPLAINANT

VERSUS

Splendor Landbase Limited
Unit No. 501-511, Fifth Floor,
Plot No. 3, Jasoloa District Centre,
New Delhi, 110025.

....RESPONDENT

Present: - Adv. Gaurav Jindal, Ld. Counsel for the Complainant.
Adv. Shobit Phutela, Ld. Counsel the Respondent through VC.

ORDER : DR. GEETA RATHEE SINGH -(MEMBER)

1. Present complaint has been filed by the 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

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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 the project, details of sale consideration, amount paid by the complainants, 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	"Splendor Grande", Sector-19, Panipat, Haryana.
2.	Nature of the project.	Residential
3.	RERA Registered/Not Registered	Not Registered
4.	Details of the unit	A-801, Tower- 3
5.	Date of Allotment (as per application form)	14.10.2022
6.	Date of Agreement for Sale	04.09.2023 (disputed)
7.	Possession clause as per application form dated 14.10.2022	Possession be handed over by May, 2023
8.	Possession clause 7.1 as per disputed Agreement	Subject to the Allottee abiding by all the terms and conditions under this Agreement including but not limited

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	for Sale dated 04.09.2023	to timely payment of all installments in terms of the Schedule of Payments as well as other charges, levies etc. as provided for in this Agreement, the Company shall complete the commencement of construction of the Said Tower in which the Said Apartment is situated by 30th September 2023 with a grace period of 3 months. If however the completion of the Said Apartment and/or the Phase - I of the Said Project is delayed due to force majeure conditions, then the Allottee agrees that the Company shall be entitled to extension of time of delivery of possession of the Said Unit to the extent that the force majeure conditions ceases. The Company upon completion of the construction of the Phase - I of the Said Project shall apply for Occupancy Certificate of the Phase - I of the Said Project with the competent authority while it shall initiate finishing activities with respect to the said Tower. The obligation of the Company for completion shall be deemed to have been achieved upon the Company applying for Occupancy Certificate for the said Phase (Completion Time).
9.	Basic Sale Consideration	₹66,32,500/- (as per disputed Agreement for Sale dated 04.09.2023) ₹55,01,352/- (as per application form dated 14.10.2022)

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10.	Amount paid by the complainant	₹53,00,000/-

B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

3. That the complainant, seeking residential accommodation for personal use post-retirement, approached the respondent promoter for an apartment in the group housing project 'Splendor Grande', situated at Sector 19, Panipat (Haryana). Acting upon the assurances and representations made by the sales representatives of the respondent regarding timely delivery and earmarking of the unit, the complainant submitted an application dated 14.10.2022 (Annexure P-1) for Apartment No. 801, Tower No. 3. The total sale consideration for the subject unit was mutually agreed at ₹55,01,352/-. Pursuant to mutual consent, Clause 27 was incorporated into the application form stipulating that the balance consideration would be payable in four equal instalments commencing from January 2023, and that possession of the subject flat was to be delivered by May 2023. It was explicitly agreed that in the event of default in offering possession within the stipulated timeframe, the respondent promoter would be liable to pay interest @ 8.5% per annum for delayed possession with effect from 01.06.2023. An initial booking/earnest amount of ₹20,00,000/- was duly paid by the complainant vide SBI Cheque No. 457863 dated 14.10.2022, acknowledged vide receipt of even date.

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4. That despite the lapse of the agreed possession timelines and in the absence of any formal demand from the respondent, the complainant, demonstrating bona fide intent, made a further payment of ₹15,00,000/- on 20.06.2023. Consequently, a total aggregate sum of ₹35,00,000/- stood remitted against the total consideration of ₹55,01,352/-, leaving an outstanding balance of approximately ₹20,00,000/-. However, despite the substantial payment and numerous reminders/emails sent by the complainant requesting the formal execution and issuance of the statutory 'Agreement to Sell', the respondent promoter failed to discharge its reciprocal obligation and kept deferring the matter on baseless pretexts.
5. In order to resolve the deadlock amicably, a mutual settlement was arrived at between the complainant and the authorized representative of the respondent on 03.11.2023. Under the terms of this settlement, it was specifically acknowledged that no dues were pending against the complainant as of 03.11.2023. In lieu of the accrued delayed possession interest, the promoter agreed to permit free transfer rights of the apartment without levying any transfer charges. Furthermore, it was agreed that the complainant would remit an additional sum of ₹10,00,000/- upon the formal signing and delivery of the Agreement to Sell, leaving an agreed outstanding balance of ₹19,80,000/-. However, the respondent promoter once again failed to execute the agreement.
6. Contrary to the terms recorded in the settlement dated 03.11.2023 and without executing the formal agreement, the respondent issued a demand letter dated

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30.11.2023 raising an arbitrary and inflated outstanding demand of ₹32,05,785/- including interest. The complainant lodged his protest via email dated 05.12.2023, seeking adherence to the settled terms, which went unheeded. Thereafter, the respondent issued a 'Final Reminder Cum Notice' dated 15.01.2024, escalating the demand to ₹32,56,306/- and unilaterally increasing the total cost of the flat to ₹63,32,503/- against the agreed total of ₹55,01,352/-. In the said notice, the respondent falsely alleged the execution of an 'Agreement to Sell' dated 04.09.2023, which was never entered into or signed by the complainant.

7. Aggrieved by the unilateral inflation of cost and unsubstantiated demands, the complainant served a legal notice dated 21.01.2024 calling upon the respondent to withdraw the notices dated 30.11.2023 and 15.01.2024, and to execute the agreement as per the calculations agreed on 14.10.2022 and 03.11.2023. When no response was elicited, the complainant approached the police authorities vide complaint dated 07.03.2024 seeking investigation and registration of an FIR regarding the alleged forgery of his signatures on the purported agreement dated 04.09.2023.

8. In retaliatory action, the respondent promoter issued a cancellation letter dated 15.06.2024, unilaterally cancelling the allotment of Apartment No. 801, Tower No. 3 on grounds of non-payment of balance dues. The respondent remitted a sum of ₹28,34,250/- into the complainant's bank account while unlawfully forfeiting an amount of ₹6,65,750/- under the purported garb of legal precedent.

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9. Following subsequent intervention by senior police authorities, the matter was marked to DSP (Crime against Woman), Panipat, resulting in a comprehensive settlement executed between the parties on 09.09.2024. Under this settlement, the respondent agreed to absorb ₹4,00,000/- towards delayed possession interest in terms of Annexure P-2, and the full and final balance payable by the complainant was mutually fixed at ₹18,00,000/-, against which physical possession and registry/conveyance deed were to be executed in favor of the complainant. In compliance with the settlement, the complainant tendered the complete balance sum of ₹18,00,000/- vide Cheque No. 258146 dated 09.09.2024. With this payment, the total consideration received by the promoter aggregated to ₹53,00,000/-, representing full and final discharge of all financial obligations towards the flat, thereby rendering the earlier cancellation letter dated 15.06.2024 non-est and devoid of legal effect.

10. The complainant contends that despite having received the entire agreed consideration of ₹53,00,000/- and despite the complainant fulfilling all contractual terms, the respondent has continuously failed to execute the Agreement to Sell, hand over physical vacant possession, or execute the conveyance/sale deed, forcing the complainant to reside in rented premises.

Rejoinder filed by the complainant on 30.04.2026:

11. Maintainability & Deficiency in Service:

   i. The complainant reiterates that the present complaint has been filed against the respondent promoter for gross deficiency in service and

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unfair trade practices, as the promoter has failed to deliver lawful and physical possession of the allotted flat despite receiving substantial/agreed consideration.

ii. The preliminary objections raised by the respondent regarding maintainability are misconceived, and the cause of action continues to subsist.

12. Scope and Effect of Settlement Deed dated 09.09.2024:

i. It is admitted that a settlement was executed on 09.09.2024 stating that "all demand notices by builder and letters by allottee stand withdrawn." However, this withdrawal does not nullify or extinguish the fundamental mutually agreed terms dated 14.10.2022 or the calculation sheet dated 03.11.2023.

ii. The terms settled on 09.09.2024 are in addition/supplementary to, and not in derogation of, the agreed terms dated 14.10.2022.

iii. Even otherwise, the respondent promoter failed to act upon the settlement dated 09.09.2024. Despite obtaining the occupation certificate (OC) on 26.04.2024, the promoter failed to offer legal/actual possession and instead issued an offer for 'fit-out' possession, which constitutes merely temporary permissive possession rather than lawful delivery of possession.

13. Dispute Regarding Consideration and Outstanding Dues:

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i. The complainant vehemently denies any unauthorized outstanding liability, asserting that only an admitted balance of ₹18,00,000/- remained payable out of the agreed total consideration of ₹55,00,000/-, against which ₹20,00,000/- was duly paid upfront via cheque.

14. Challenge to the Alleged Agreement dated 04.09.2023 & Police Complaint:

i. The complainant categorically denies the execution, validity, or knowledge of the alleged agreement dated 04.09.2023, stating that no meeting or signing took place on the said date.

ii. The terms and pricing in the alleged agreement are at variance with the agreed terms and detrimental to the complainant's interests.

iii. Consequently, the complainant has already repudiated the same by issuing a legal notice and lodging a formal criminal complaint before the Police Authorities at Panipat.

15. Principle of Estoppel & Delayed Possession Charges (DPC):

i. The respondent promoter is barred by the principle of estoppel from reneging on the mutually agreed terms dated 14.10.2022 and settlement dated 09.09.2024.

ii. The promoter has explicitly admitted its liability to pay delayed possession interest @ 10.5% per annum in its own communication dated 29.08.2024.

16. Pre-conditions for Lawful Registration & Requisite Disclosures:

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i. Following the settlement, the complainant, vide communications/emails dated 20.09.2024, 14.10.2024, and 06.01.2026, expressed full readiness for execution and registration of the conveyance deed, subject to the promoter fulfilling statutory and agreed prerequisites:

    i. Issuance of a valid Offer of Possession (in lieu of fit-out possession);
    ii. Issuance of a No Dues Certificate (NDC);
    iii. Specific identification and allotment of car parking space;
    iv. Bank NOC from the lender/financial institution; and
    v. Execution of a valid agreement strictly aligned with the terms settled on 14.10.2022.

ii. It is submitted that the promoter's subsequent communications (dated 03.01.2026, 05.01.2026, and 23.01.2026) were evasive, selective, and reiterations of unjustified claims.

iii. The complainant again requested the promoter vide email dated 25.03.2026 to hand over lawful possession along with the requisite title documents, but the promoter failed to comply.

C. RELIEF SOUGHT

17. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

i. That the complainant be allotted flat as per the terms of the price settled vide calculation/letters dated 14/10/2022, 03/11/2023 and 09/09/2024.That the respondent may be directed to give possession of unit in question without further delay;

ii. That the complainant be given the possession of the flat immediately and thereafter registry of the flat be done in favour of the complainant.

iii. That the complainant be given interest on the delayed possession as per the terms of the letter dated 14/10/2022 (P-2) as agreed between the parties.

iv. That 'stay' on the further allotment of flat, in the meantime, be passed by the Hon'ble Authority so that third party rights are not created in the demised property/flat which would further complicate the matter.

v. The complaint be allowed with costs and litigation expenses of ₹50,000/-.

vi. That the complainant be paid ₹2,00,000/- as compensation on account of harassment, mental agony and undue hardship caused to him on account of the deficiency in service and unfair trade practice.

vii. Any other relief which this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

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D. REPLY ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 09.02.2026 pleading therein:

18. That the respondent submitted at the outset that the complaint is wholly misconceived, not maintainable, and liable to be dismissed in limine on the ground of complete accord and satisfaction. Following a dispute and police complaint, a voluntary, written, and acted-upon settlement was concluded between the parties on 09.09.2024 before the DSP (CAW), Panipat. Under the terms thereof, the Complainant agreed to pay a lump-sum amount of ₹18,00,000/- (vide Cheque No. 258146 dated 09.09.2024) towards full and final settlement for taking possession, against which the Respondent waived outstanding lawful dues to the tune of ₹14,52,306/- without admission of liability. All prior demand notices issued by the builder and letters/complaints by the allottee stood withdrawn. Physical possession was agreed to be handed over post completion of pending work and cheque clearance, with common maintenance charges becoming applicable from December 2024, and statutory registration charges payable at the time of conveyance. The allottee was also granted the liberty to dispose of the subject unit prior to registry without any transfer fees or restrictions. In support, the respondent relied upon **M/S Goyal MG Gases Ltd. v. M/S Double Dot Finance Ltd. (2009 SCC Online Del 1478) and Mamta Sharma v. Splendor Landbase Ltd. (HRERA Gurugram**

Complaint No. 4896 of 2024) to contend that negotiated settlements constitute public policy and bar the re-agitation of settled claims.

19. It was averred that the complainant, having consciously executed the settlement, derived substantial monetary waivers, and acted thereupon, is legally estopped from reopening settled issues or approbating and reprobating. Relying upon **Venkataraman Krishnamurthy & Anr. v. Lodha Crown Buildmart Pvt. Ltd. [(2024) 4 SCC 230]**, the respondent contended that regulatory authorities and courts cannot rewrite contracts or substitute contractual terms based on perceived equity.

20. That following the settlement, it demonstrated readiness and willingness by repeatedly calling upon the complainant (via communications dated 16.09.2024 and 27.03.2025) to complete inspection, take handover/fit-out possession, pay statutory stamp duty, and execute the conveyance deed. However, the complainant failed to perform his reciprocal obligations, did not pay maintenance charges applicable from December 2024, and instead initiated frivolous proceedings. Consequently, no live or subsisting cause of action survives under Section 31 of the Real Estate (Regulation and Development) Act, 2016.

21. That the complainant approached the Authority with unclean hands by suppressing the factum of the executed settlement dated 09.09.2024, the receipt of monetary waivers thereunder, and his own default in taking possession. Reliance was placed on **S.P. Chengalvaraya Naidu v. Jagannath [(1994) 1**

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SCC 1], Dilip Singh v. State of U.P. [(2010) 2 SCC 114], Amar Singh v. Union of India [(2011) 7 SCC 69], and Tata Motors v. Baba Huzoor Maharaj (NCDRC RP No. 2562 of 2012).

22. That the complainant applied for allotment of Unit No. A-3/801 (Super Area: 1895 sq. ft.) in the group housing project "Splendor Grande", Sector-19, Panipat, vide application dated 14.10.2022 against an initial booking amount of ₹20,00,000/-. Subsequently, an Agreement for Sale (AFS) was executed on 04.09.2023 for a Total Sale Value of ₹66,57,500/-, containing a time-linked payment plan under Schedule-C. The respondent specifically highlighted Clause 1.3 and 1.4 (mandatory payment of stamp duty, registration charges, advance common maintenance, and IFMS at ₹19.60 per sq. ft. at offer of possession), Clause 1.5 (unconditional obligation to adhere to payment milestones without reminders), Clause 1.13 (10% of Total Price designated as Earnest Money), Clauses 7.10.1 to 7.10.3 (default notice, termination, and forfeiture mechanism), and Clause 23 (Entire Agreement Clause superseding all prior applications, allotment letters, oral assurances, and negotiations).

23. Owing to non-payment of installments under Schedule-C, the respondent issued demand letters dated 30.11.2023 and 15.12.2023, followed by a Final Reminder-cum-Notice for Cancellation dated 15.01.2024. The project secured the occupation certificate on 26.04.2024 (applied on 10.04.2023). As the total outstanding escalated to ₹32,52,306/- (as of 15.12.2023), the respondent issued a Cancellation Notice dated 15.06.2024, forfeiting Earnest Money of

₹6,67,750/- (relying on **DLF Ltd. v. Bhagwati Narula, NCDRC RP No. 3860 of 2014**) and remitting the balance refundable sum of ₹28,34,250/-.

24. Following the subsequent compromise before the police authorities on 09.09.2024, the respondent issued LOI/fit-out possession documents on 16.09.2024 and 27.03.2025 via WhatsApp. When the complainant issued an email dated 03.01.2026 alleging fraud and embezzlement, the respondent refuted these claims vide reply emails dated 05.01.2026 and 23.01.2026, reaffirming its bona fide readiness to execute the conveyance deed upon the complainant clearing statutory charges and registration formalities.

25. In its paragraph-wise rebuttal to Appendix-D, the respondent denied that the complainant resides in rented accommodation or that an admitted sum of ₹53,00,000/- is crystallised against it. It was denied that any prior oral earmarking, Clause 27 of the application form, May 2023 possession timeline, or 8.5% interest rate survived after the execution of the agreement for sale dated 04.09.2023 in view of Clause 23. The respondent denied arbitrary price escalation from ₹55,01,352/- to ₹63,32,503/-, clarifying that variations arose strictly from contractual and statutory components under Clause 1.9 read with Schedule-C. All allegations of forgery, fraud, and arbitrary cancellation were denied in toto, reiterating that the compromise dated 09.09.2024 novated prior claims and the complainant alone defaulted in coming forward for registration.

Written arguments filed by the respondent on 24.07.2026:

26. The present complaint is misconceived and liable to be dismissed in limine, as all disputes between the parties were conclusively resolved via the written settlement dated 09.09.2024 before the DSP (CAW), Panipat (Annexure-R/1 to the Reply; also relied upon as Annexure P-12 to the Complaint). The verbatim terms of the written settlement are:

> *Splendor Landbase*
> *Flat No.801/A3*
> *Sector 19, Panipat*
> *"Today, in the presence of DSP (CAW) and after telephonically approval by DSP from Mr. Khemka, both parties have agreed as under:*
> *1. Rs. 18 lacs will be paid lump sum for possession. There is no hidden or increase as per original papers. Only statutory charges for registry will be paid at the time of registry.*
> *2. All demand notices by builder & letters by allottee stand withdrawn.*
> *3. Possession will be given after completion of pending work & clearance of cheque. Maintenance charges will be applicable from Dec 24.*
> *4. Allottee is entitled to dispose off property, if needed, without any restriction from builder & payment of transfer fee before registry.*
> *5. Cheque No. 258146 dated 9/9/24 for Rs. 18,00,000/- given.*

The settlement was executed by the complainant and Mr. Vikas Bukal on behalf of the respondent on 09.09.2024 and was acted upon. Pursuant to this accord, the respondent accepted ₹18,00,000/- in full and final resolution against the outstanding claim of ₹41,88,241/- (as per the offer of possession dated 19.06.2024). Having settled all outstanding disputes, the Complainant cannot subsequently claim Delayed Possession Compensation (DPC) or interest, nor can he raise unilateral monetary calculations contrary to the settlement, particularly when he defaulted on completing his own reciprocal possession and registration formalities.

The Complainant has neither pleaded nor established any vitiating element (fraud, coercion, undue influence, or misrepresentation); hence, the settlement remains binding and legally enforceable.

27. The Complainant, having voluntarily executed the settlement, derived monetary benefit thereunder, acknowledged the extinguishment of all prior claims, and partly acted upon its terms, is estopped from reopening settled disputes before this Hon'ble Authority. In **Venkataraman Krishnamurthy & Anr. v. Lodha Crown Buildmart Pvt. Ltd., (2024) 4 SCC 230**, the Hon'ble Supreme Court held:

> *"Once the parties have agreed to the terms of a contract, the consequences flowing therefrom must necessarily follow. Courts cannot re-write contracts or substitute their own view in place of the express terms agreed between the parties." (Para 19)*
>
> *"Where the contract provides an absolute right to a party to terminate upon the occurrence of a particular event, the exercise of such right cannot be faulted... The intention of the parties as reflected from the contractual terms must prevail." (Para 20)*

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> *"It is not open to a court or a consumer forum to add, subtract or modify contractual terms on the basis of perceived equity or fairness. The role of the court is confined to interpreting the contract as it stands." (Para 21)*

> *"Any attempt by a forum to dilute or alter the contractual consequences agreed upon between the parties would amount to rewriting the contract, which is impermissible in law." (Para 22)*

The Complainant is legally barred from approbating and reprobating by retaining the benefit of the settlement while seeking inconsistent reliefs.

28. Under Clauses 1.3, 1.4, 1.5, 1.9, and 1.13 read with Schedule-C of the Agreement for Sale dated 04.09.2023, the Complainant's payment obligations were absolute, time-bound, and unconditional. Non-payment of instalments constitutes an Event of Default without requiring reminder notices, and any delay is not waived by subsequent acceptance of payments. Clause 1.13 designates 10% of the Total Price as Earnest Money. Clauses 7.10.1 to 7.10.3 authorize termination upon failure to meet payment demands after requisite notices, resulting in the forfeiture of Earnest Money and divestment of the allottee's rights in the unit.

Clause 23 (Entire Agreement) makes the Agreement for Sale the sole governing contract, superseding all prior applications, allotment letters, or oral/written representations:

"23. ENTIRE AGREEMENT: This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified... otherwise than by writing duly signed by all the Parties... This Agreement supersedes the Application and the Allotment Letter issued by the Company..."

Demand Letters dated 30.11.2023 and 15.12.2023 were issued, followed by a Final Reminder-cum-Notice for Cancellation on 15.01.2024. The Occupation Certificate was obtained on 26.04.2024, yet dues remained unpaid. Consequently, a Cancellation Notice dated 15.06.2024 was issued for Flat No. A-3/801, forfeiting ₹6,67,750/- (Earnest Money) and refunding the balance ₹28,34,250/-.

29. The respondent offered possession prior to the settlement on 19.06.2024, and reiterated the offer post-settlement by forwarding conveyance documents via WhatsApp on 16.09.2024 and again on 27.03.2025. Despite repeated requests and subsequent email reminders (dated 05.01.2026, 23.01.2026, 25.05.2026, 19.06.2026, and 22.06.2026), the complainant failed to tender the statutory stamp duty/registration charges and execute the conveyance deed, instead raising extraneous monetary demands.

Obligations under Section 19 of the Real Estate (Regulation and Development) Act, 2016 are reciprocal. Following the Occupation Certificate dated 26.04.2024 and the settlement dated 09.09.2024, Section 19(10) mandates taking physical possession within two months of the OC, while Sections 19(6) and 19(11) require the allottee to clear statutory dues and participate in registration. The complainant cannot claim relief while in breach of his own statutory duties.

30.On 03.01.2026, the complainant sent his "35th Email" raising allegations of fraud and embezzlement, to which the respondent replied on 05.01.2026, detailing the contractual history and affirming readiness to execute the conveyance under the 09.09.2024 settlement upon payment of statutory charges. On 23.01.2026, in response to the complainant's email of 06.01.2026, the respondent reiterated the terms of the settlement and called for execution of formal documentation.

Replying collectively on 25.05.2026 to emails dated 06.01.2026, 25.03.2026, 06.05.2026, and 17.05.2026, the respondent refuted allegations of fraud and manipulation, rejected unilateral modifications, and reaffirmed the binding nature of the settlement. In the "39th Email" dated 17.05.2026, the complainant unilaterally withdrew from the settlement process after attempting to introduce an amended draft.

Regarding the "40th Email" trail (03.06.2026 & 19.06.2026), the respondent denied allegations that the settlement was coercive or executed in connivance with the Investigating Officer, noted that complaint No. 1064 of 2025 was an attempt to re-litigate settled matters, and reiterated willingness to complete conveyance. The complete email trails form an integral part of these Written Arguments.

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31. The complainant has suppressed material facts, including the respondent's repeated offers of possession (19.06.2024, 16.09.2024, and 27.03.2025) and continuous readiness to execute the conveyance deed. Under **S.P. Chengalvaraya Naidu v. Jagannath, (1994) 1 SCC 1**, non-disclosure of material facts constitutes fraud on the court. Reliance is also placed on **Dalip Singh v. State of U.P., (2010) 2 SCC 114, Amar Singh v. Union of India, (2011) 7 SCC 69, and Tata Motors Ltd. v. Hazoor Maharaj Baba Des Rajji, RP No. 2562 of 2012 (NCDRC).**

Section 31 of RERA requires a live, subsisting cause of action. As all prior disputes were extinguished by the settlement dated 09.09.2024, no cause of action survives. As held in **Mamta Sharma v. Splendor Landbase Ltd.** (supra):

> *"22. Once the parties have consciously resolved their disputes through a settlement, the Authority cannot reopen or re-adjudicate the settled issues, nor can it modify or rewrite the contractual terms... Any interference with such settlement... would amount to substituting judicial wisdom in place of the parties' contractual autonomy..."*
>
> *"23. The jurisdiction of the Authority under the Act is limited to adjudicating disputes arising out of subsisting allotments and statutory violations, and not to unsettling concluded contracts which have attained finality by mutual consent."*

The respondent remains ready and willing to complete registration and hand over possession under the settlement dated 09.09.2024, subject to the complainant depositing statutory stamp duty/registration fees and completing formalities.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

32. During the course of oral arguments, ld. counsel for the complainant vehemently pressed for handing over actual physical possession of the booked unit along with delayed possession interest. Drawing the attention of the Authority towards Annexure R-7 (page 72 of the reply), he submitted that the respondent had merely offered temporary "fit-out possession" rather than complete and lawful physical possession, despite the issuance of the Occupation Certificate.

33. Ld. counsel further argued that the contractual relationship is governed by the Application Form dated 14.10.2022 (Annexure P-1, page 16), specifically Clause 27 thereof, read with the agreed terms and calculation sheet dated 14.10.2022 (Annexures P-2 & P-3, pages 26 & 27), whereby the total sale price was fixed at ₹55,01,352/- with a specific stipulation for delay interest. He contended that the respondent unilaterally and arbitrarily inflated the unit cost to ₹66,32,500/- by relying on a purported Agreement for Sale dated 04.09.2023, which is an entirely fraudulent, forged, and fabricated document never executed by the complainant.

34. Aggrieved by this fraudulent escalation and fabrication of signatures, the complainant lodged a police complaint on 07.03.2024 seeking an investigation

and registration of an FIR, which criminal inquiry is still active and pending. Ld. Counsel highlighted that it was purely pursuant to this police complaint that a settlement was subsequently arrived at on 09.09.2024 before the DSP (Crime against Women), Panipat (Annexure P-12, page 41). He thus contended that the said settlement was in furtherance of the original agreed terms and does not absolve the promoter of its liability to deliver actual possession and pay statutory delay interest.

35. Per contra, ld. counsel for the respondent vehemently opposed the submissions made on behalf of the complainant and submitted that the project stands duly completed, with the competent authority having already granted the occupation certificate (OC) on 26.04.2024 (annexed as Annexure R-5, page 66 of the reply). He contended that the offer of possession was validly extended only after obtaining the statutory OC, and the complainant's attempt to label it merely as a "fit-out possession" to evade taking delivery is entirely baseless and misconceived.

36. Ld. Counsel further argued that all prior monetary controversies and demand notices stood conclusively resolved under the binding settlement dated 09.09.2024 (Annexure R-1). Under the said settlement, the respondent agreed to accept a lump sum of ₹18,00,000/-, thereby bringing the total consideration to ₹53,00,000/- against the total sale value of over ₹66,32,500/-. He stressed that by waiving off all outstanding dues over and above ₹18,32,500/-, the promoter has already extended substantial financial concession and compensated the

complainant in full, leaving no surviving claim towards delayed possession interest. He thus submitted that the settlement constitutes complete accord and satisfaction, and it is the complainant who has defaulted in paying the requisite statutory registration charges and executing the conveyance deed despite repeated calls.

F. ISSUES FOR ADJUDICATION

37. Whether the complainant in the above captioned complaint is entitled to possession in term of application form dated 14.10.2022/agreement for sale dated 04.09.2023 or as per settlement dated 09.09.2024 alongwith delay interest on the amount deposited by them along with interest in terms of Section 18 of RERA Act of 2016?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

38. The Authority has carefully examined the rival contentions, pleadings, rejoinder, written arguments, oral submissions advanced by both parties, and the documentary proof placed on record. It is not disputed that the complainant initially applied for the allotment of Apartment No. 801 in Tower No. 3 in the respondent's residential group housing project "Splendor Grande", Sector-19, Panipat, vide Application Form dated 14.10.2022 (Annexure P-1) and deposited an earnest booking amount of ₹20,00,000/-. According to the complainant, Clause 27 was incorporated into the application form (Annexures P-2 and P-3) stipulating a total price of ₹55,01,352/- and an agreed possession timeline of May 2023, failing which interest @ 8.5% per annum was agreed to be paid by

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the promoter from 01.06.2023. A further amount of ₹15,00,000/- was remitted in favour of the respondent towards part payment for the unit in question on 20.06.2023 (Annexure P-5), making the aggregate deposit ₹35,00,000/-(uptill 20.06.2023).

39. Thereafter, allegedly serious disputes erupted between the parties. While the respondent sought to enforce an Agreement for Sale dated 04.09.2023 reflecting a Total Sale Consideration of ₹66,57,500/- and raised escalated demand notices dated 30.11.2023 and 15.01.2024, the complainant vehemently and categorically repudiated the execution of the said Agreement dated 04.09.2023. The complainant branded the said agreement as an entirely fraudulent, forged, and fabricated document on which his signatures had been forged. Aggrieved by the unilateral inflation of cost, the complainant lodged a formal criminal complaint before the Police Authorities at Panipat on 07.03.2024 (Annexure P-10) seeking the registration of an FIR for forgery and fraud. Subsequent therefore, the respondent promoter cancelled the allotment vide Cancellation Letter dated 15.06.2024 (Annexure P-11) which complainant alleges to be completely arbitrary and illegal.

40. Following the intervention of senior police officials, the matter was marked to the DSP (Crime Against Women), Panipat. On 09.09.2024, a written Settlement Deed (Annexure P-12 / Annexure R-1) was mutually negotiated, arrived at, and signed by the complainant and the authorized representative of the respondent

company. The verbatim terms of the Settlement dated 09.09.2024 are reproduced as under:

> *"Today, in the presence of DSP (CAW) and after telephonically approval by DSP from Mr. Khemka, both parties have agreed as under:*
>
> *1. Rs. 18 lacs will be paid lump sum for possession. There is no hidden or increase as per original papers. Only statutory charges for registry will be paid at the time of registry.*
>
> *2. All demand notices by builder & letters by allottee stand withdrawn.*
>
> *3. Possession will be given after completion of pending work & clearance of cheque. Maintenance charges will be applicable from Dec 24.*
>
> *4. Allottee is entitled to dispose off property, if needed, without any restriction from builder & payment of transfer fee before registry.*
>
> *5. Cheque No. 258146 dated 9/9/24 for Rs. 18,00,000/- given."*

41. Admittedly, in term of the aforesaid settlement, the complainant tendered a cheque of ₹18,00,000/- (Cheque No. 258146 dated 09.09.2024; Annexure P-13), which was encashed by the respondent, bringing the total paid amount to ₹53,00,000/- against the total demanded ledger dated 30.11.2023 of over ₹66,49,929/-.

42. The core grievance of the complainant is that despite having paid a substantial total consideration of ₹53,00,000/- including the lump-sum payment of ₹18,00,000/- tendered pursuant to the Settlement Deed dated 09.09.2024, he has been deprived of lawful physical possession and conveyance of the subject unit, thereby compelling him to endure prolonged uncertainty and hardship. The

complainant contends that he has fully discharged his financial commitments as per settlement agreement dated 09.09.2024, whereas the respondent has failed to deliver physical possession or execute the title documents as per the said settlement.

Per contra, the respondent asserts that the project stands completed and that the statutory occupation certificate (OC) was duly obtained from the competent authority on 26.04.2024. The respondent further contends that a valid offer of possession was extended to the complainant on 16.09.2024 & 27.03.2025 following the receipt of the OC, and that it has continuously maintained its readiness and willingness to execute the conveyance deed, provided the complainant fulfils his reciprocal statutory obligations by tendering the applicable registration charges and stamp duty.

43. Evaluating these assertions of the parties, the Authority observes that the specific relief sought at serial no. (i), the complainant has prayed for possession strictly in terms of the prices as settled in settlement agreement dated 09.09.2024 and with other conditions as mentioned vide letters/calculations dated 14.10.2022, 03.11.2023. The Authority has carefully examined the pleadings, particularly the complainant's specific averments in the rejoinder. The complainant fundamentally contends that the settlement dated 09.09.2024 and the calculation dated 03.11.2023 were merely supplementary and executed in continuation of the original application form dated 14.10.2022. This poses a core question before this Authority, whether the subsequent instruments

constitute an independent and a comprehensive settlement that resolved the entire dispute, or mere supplementary extensions to the application form dated 14.10.2022 and the subsequent agreement for sale.

44. In evaluating this, the Authority cannot lose sight of the fact that the complainant has himself branded the Builder Buyer Agreement dated 04.09.2023 as an outright forgery, non-est, and void ab initio, thereby leaving only the initial Application Form dated 14.10.2022 as an undisputed baseline instrument. *Per contra*, the respondent in its written submissions highlighted that despite the settlement dated 09.09.2024, the complainant in his 39th email dated 17.05.2026 attempted to unilaterally withdraw from the settlement process after introducing an amended draft, whereas the respondent, as noted in the 40th email trail, categorically refuted any allegation that the settlement was coercive or procured in connivance with the police authorities.

45. Upon an exhaustive examination of the text and the factual matrix leading to the execution of the Settlement dated 09.09.2024, the Authority finds that the settlement cannot be construed as a mere supplementary arrangement:

i. The settlement was executed pursuant to acute disputes, an escalated monetary demand of over ₹66.32 lakhs, an allotment cancellation notice dated 15.06.2024, and subsequent police intervention. Under its express terms, the respondent agreed to scale down its outstanding claim to a flat lump sum of ₹18,00,000/- (capping the total realized price at ₹53,00,000/-), while both parties explicitly recorded that *"all demand notices by builder & letters by allottee stand withdrawn"*.

ii. Clause 2 of the settlement, which mandates the withdrawal of all prior notices and letters without reservation, operates as an unequivocal extinguishment of all antecedent claims, including the complainant's claim for delayed possession interest and the promoter's escalated cost demands.

iii. In consonance to the same settlement dated 09.09.2024, the complainant voluntarily tendered the negotiated cheque of ₹18,00,000/-, without protest, and the promoter duly accepted the same, revoked the cancellation, and extended possession formalities, which means that the complainant acted upon that settlement.

46. The complainant cannot be permitted to approbate and reprobate by selectively adopting the Settlement dated 09.09.2024 to freeze the unit cost at ₹53,00,000/-, while simultaneously seeking to import the delay interest and original timelines from the superseded application form dated 14.10.2022. When parties negotiate a dispute to finality through a settlement, the subsequent agreement supersedes the pre-existing cause of action under the doctrine of accord and satisfaction.

47. Evaluating the rival contentions regarding possession through the lens of the ***doctrine of preponderance of probabilities***, the Authority observes that once the statutory occupation certificate (OC) was secured by the promoter on

26.04.2024 and followed by repeated offer/communications (dated 16.09.2024, 27.03.2025, and subsequent emails) inviting the allottee to complete handover formalities, the primary default shifted towards the complainant for not coming forward to discharge his statutory obligations under Section 19(6), 19(10), and 19(11) of the Act of 2016. The complainant's contention that the offer was merely an illusory "fit-out possession" is devoid of substance, as the project had already received a valid occupation certificate from the competent authority. Once the occupation certificate has been issued by the competent Authority, there is no reason to hold that the offer of possessing was not valid. Having reaped the substantial financial concession under the Settlement dated 09.09.2024, the complainant cannot legitimately stall the possession process by raising hyper-technical objections while refusing to deposit the requisite statutory registration charges and stamp duty. Under the balance of probabilities, the respondent has demonstrated actionable readiness to deliver the unit, whereas the failure to consummate the transfer lies in the complainant's reluctance to fulfill his reciprocal obligations.

48. 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

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settlement unless there is a continuing statutory breach or the agreement itself stands vitiated under law.

As held by the Hon'ble Supreme Court of India in ***Wg. Cdr. Arifur Rahman Khan & Ors. v. DLF Southern Homes Pvt. Ltd.*, (2020) 16 SCC 512** (Para 37):

> *"These eleven flat purchasers having entered into specific deeds of settlement, it would be only appropriate and proper if they are held down to the terms of the bargain. We are not inclined to accept the contention... that the settlement deeds were executed under coercion or undue influence since no specific material has been produced on record to demonstrate the same."*

The complainant has neither proved nor demonstrated before any competent civil forum that the Settlement dated 09.09.2024 was vitiated by fraud, coercion, undue influence, or misrepresentation. Further, as per settlement dated 09.09.2024, both parties appears to have performed their part. Therefore, the Settlement Deed dated 09.09.2024 constitute to be binding, and conclusive between the parties.

Similarly, the Hon'ble Supreme Court in ***Venkataraman Krishnamurthy & Anr. v. Lodha Crown Buildmart Pvt. Ltd., (2024) 4 SCC 230***, laid down:

> *"Once the parties have agreed to the terms of a contract, the consequences flowing therefrom must necessarily follow. Courts cannot re-write contracts or substitute their own view in place of the express terms agreed between the parties... It is not open to a court or a consumer forum to add, subtract or modify contractual terms on the basis of perceived equity or fairness."*

49.Even if the matter is examined from an alternative perspective, the Authority takes note of fact of the written submissions dated 24.07.2026 filed by the respondent, that the complainant, vide his 39th email dated 17.05.2026, sought to unilaterally retract from and challenge the binding Settlement Agreement dated 09.09.2024 by introducing a revised draft, an allegation and attempt vehemently resisted and denied by the respondent. If the complainant's own challenge to the settlement dated 09.09.2024 were to be entertained for the sake of argument, this Authority would necessarily be driven back to adjudicate the inter-se contractual rights and liabilities in terms of the statutory Agreement for Sale dated 04.09.2023, as contemplated under Section 11(4)(a) of the Act of 2016.

However, the complainant has categorically repudiated the Agreement for Sale dated 04.09.2023 as well, branding it as an outright forged, fraudulent, and fabricated instrument, and has submitted during oral arguments that criminal proceedings/inquiries regarding the alleged forgery of his signatures are actively sub-judice.

If the Agreement for Sale dated 04.09.2023 is discarded on the complainant's own assertion, the Authority is left only with the initial Application Form and Calculation Sheet dated 14.10.2022 and the subsequent letter dated 03.11.2023. In this regard, it is pertinent to observe that the letter dated 03.11.2023 was itself an interim settlement whereby the original terms, timelines, and interest clauses agreed upon on 14.10.2022 were expressly modified and novated. That interim arrangement was thereafter superseded by the Agreement for Sale dated 04.09.2023, which in turn culminated in and was novated by the comprehensive Settlement Agreement dated 09.09.2024.

Paradoxically, the complainant disputes the legitimacy of both governing subsequent instruments namely, the Agreement for Sale dated 04.09.2023 and the Settlement Agreement dated 09.09.2024, while simultaneously attempting to cherry-pick isolated and selective terms across different documents. The complainant seeks to retain the reduced lump-sum price cap of ₹53,00,000/- derived exclusively from the Settlement dated 09.09.2024, while concurrently demanding delayed possession interest by resurrecting the superseded 2022 application form. Such selective adoption and approbating-reprobating cannot be countenanced in law.

Given that criminal inquiries regarding allegations of forgery and fraud with regard to agreement dated 04.09.2023 committed upon complainant are actively pending, and keeping in view the summary nature of proceedings under the Act of 2016, this Regulatory Authority cannot embark upon a roving inquiry or conduct a mini-trial to adjudicate complex questions of fraud, forgery, or the genuineness of disputed signatures. In the absence of a conclusive adjudication on these disputed instruments by a court of competent jurisdiction, the underlying terms and conditions governing the transaction cannot be crystallized by this Authority. Consequently, if the complainant chooses to impugn the concluded settlement and the Agreement for Sale, his remedy lies in approaching the appropriate forum of competent jurisdiction as per relevant laws to first have the disputed documents and contractual terms lawfully determined and crystallized.

50. In view of the aforesaid findings, the Authority is of the considered view that the present complaint lacks merit and constitutes an attempt to re-open issues that have already attained finality under a mutually acted-upon settlement. The complainant, having availed the full monetary benefit of the settlement by securing a substantial price reduction and paying the settled sum of ₹18,00,000/- cannot now turn around to agitate statutory delay interest on the strength of superseded preliminary documents. Since the respondent has already obtained the statutory Occupation Certificate and demonstrated consistent readiness to execute the conveyance deed upon compliance with statutory registration formalities as per settlement agreement dated 09.09.2024, the reliefs claimed in the present complaint cannot be granted in term of application form dated 14.10.2022, unless the issue with regards to legality of agreement for sale dated 04.09.2023is decided by the court of competent jurisdiction as per relevant laws.

51. The complainant is seeking compensation of ₹2,00,000/- and litigation cost of ₹50,000/-. It is observed that the Hon'ble Supreme Court of India in ***Civil Appeal Nos. 6745-6749 of 2021, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra)***, has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the

RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainants are, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

52. Hence, the captioned complaint is accordingly **disposed of as dismissed** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

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DR. GEETA RATHEE SINGH
[MEMBER]