



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 11 OF 2025

Jai Chand Aggarwal

....COMPLAINANT

VERSUS

1. SRS Retreat Services Limited now Vashisth Estates Limited
2. Vashisth Estates Limited (Hightech Affordable Houses, Sector-87, Faridabad)

...RESPONDENT

Date of Hearing: 22.09.2026

Hearing- 8th

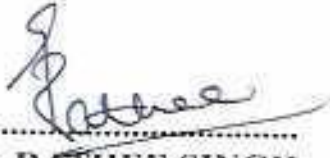
Present: - Adv. Himanshu Jain, Learned Counsel for the Complainant

None for Respondent No. 1

Adv. Neeraj Goel, Learned Counsel for Respondent No. 2

ORDER (DR. GEETA RATHEE SINGH – MEMBER)

1. Arguments heard.
2. Case is 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.:	11 of 2025
Date of filing:	09.01.2025
First date of hearing:	03.03.2025
Date of decision:	04.08.2026

Jai Chand Aggarwal S/o Lt. Sh. Madan Lal
R/o 1-689, Raja Garden,
Old Faridabad,
Haryana 121004

.....COMPLAINANT(S)

Versus

1. M/s SRS Retreat Services Limited Now Vashisth Estates Limited
(Through its Managing Director and other Directors)
SRS Tower, 124-126, 1st Floor, G.T. Road,
Faridabad 121003

2. Vashisth Estates Limited
(Through its Managing Director and other Directors)
D-84, 2nd Floor, Okhla, Industrial Area, Phase-I,
New Delhi 110020

.....RESPONDENT(S)

Present: - Adv. Himanshu Jain, Learned Counsel for the Complainant
through VC

None for Respondent No. 1

Adv. Neeraj Goel, Learned Counsel for the Respondent No. 2
through VC

ORDER (DR. GEETA RATHEE SINGH – MEMBER)

1. Present complaint has been filed on 09.01.2025 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 there under, wherein, it is inter-alia prescribed that the promoter shall be responsible to fulfill 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, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No	Particulars	Details
1.	Name & location of project	SRS Hightech Commercial Complex now "Vashisth Heights" at Sector 87, Faridabad
2.	RERA registered/not registered	Registered with registration no. HRERA-PKL-FBD-94-2019 dated 30.01.2019
3	Unit no.	005, Ground floor, Tower No. SII (SII/00/AF87/005)
4.	Unit area	324 sq.ft.



5.	Date of allotment	28.09.2015
6.	Builder buyer agreement	14.12.2015
7.	Due date of possession	14.12.2019 <i>Clause 4.1 – "Subject to other terms and conditions as contained in this agreement and/or any other circumstances not anticipated and beyond the control of seller and any restraints/restrictions from any courts/authorities and subject to the purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this agreement including but not limited to timely payment of total sale consideration and stamp duty and other charges and having complied with all provisions, formalities, documentation etc as prescribed by the seller, whether under this agreement or otherwise, from time to time, the seller proposes to hand over the possession of said shop, to the purchaser(s) within a period of four years from the date of execution of this agreement."</i>
8.	Basic sale price	₹30,78,000/-
9.	Amount paid by complainant	₹30,93,059/-
10.	Date of possession certificate	17.07.2024



11.	Date of execution of Conveyance deed	28.03.2025
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B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. That the respondent, M/s. SRS Retreat Services Limited, Now Vashisth Estates Limited advertised about its new project namely 'SRS Hightech Commercial Complex' now "Vashisth Heights at Sector 87, Faridabad, Haryana. The respondent painted a rosy picture of the project in its advertisements making tall claims.
4. That the shop in question is Unit No. SH/00/AF87/005 admeasuring super built up area of 324 sq. ft. in the commercial project.
5. That on 22.09.2015 the complainant booked a unit for which he remitted ₹ 6,41,455/- as a booking amount. On 14.12.2015, a pre-printed on sided, arbitrary and unilateral shop buyer agreement for allotted unit was executed between respondent and complainant.
6. That as per clause 4.1 of BBA, the possession of the said unit should have been delivered within 4 years from the date of execution of BBA, so the effective date of possession becomes 15.12.2019 from the date of execution of BBA. The copy of the shop buyer agreement dated 14.12.2015 has been annexed herewith as Annexure C-1.
7. That in *Suryakant Yashwant Jadhav & Anr. Vs Bellisimo Hi-Rise Builders Pvt. Ltd. & Ors.*, the Maharashtra RERA Appellate Tribunal held that



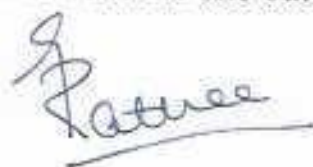
specified date of possession is binding on the developer and not affected by grace period clauses under the agreement for sales. This implies that the respondent is not entitled to claim any grace period of 1825 days.

8. That on 28.09.2015 the respondent issued an allotment letter in favour of the complainant's name. The copy of allotment letter dated 28.09.2015 is annexed herewith as Annexure C-2.
9. That as per clause 1.2 of the BBA the basic sale price of the said unit was arrived at ₹9500/- per square feet which comes out to be ₹30,93,059/-. That the complainant has already paid the whole amount of ₹30,93,059/- as per the receipts issued by the respondent. The copy of payment receipts are annexed herewith as Annexure C-3.
10. That finally on 17.07.2024, the builder issued an illegal letter of possession i.e. after a delay of 5 years. The copy of the possession letter dated 17.07.2024 and no due certificate is annexed herewith as Annexure C-4.
11. That subsequently when no work was being done by the respondent on the project, a letter for update on construction was submitted to the respondent by the complainant. That after making full payment of the unit price there was no development in the project. That though the unit was constructed but the amenities as mentioned in BBA at paragraph no. 1.19 have not been provided till date by the respondent.
12. Further, the complainant having dream of its own commercial unit, signed the agreement in the hope that the unit will be delivered within four years.



The complainant was also handed over one detailed payment plan which was construction linked plan. It is unfortunate that the dream of owning a unit with all the amenities of the complainant was shattered due to dishonest, unethical attitude of the respondent. That though the payment to be made by the complainant were to be made based on the payment plan on the ground but unfortunately the demands being raised were not corresponding to the factual construction situation on ground.

13. That it is pertinent to mention here that a cheque of ₹2,07,000/- was taken by the builder as registry charges along with ₹25,000/- in cash as an advocate fees but till today no registry is done. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.
14. That during the period the complainant went to the office of respondent several times and requested them to allow them to visit the site but it was



never allowed saying that they do not permit any buyer to visit the site during construction period. Once the complainant visited the site but was not allowed to enter the site and even there was no proper approached road. The complainant even after paying amounts still received nothing in return but only loss of the time and money invested by them.

15. That the complainant contacted the respondent on several occasions and was regularly in touch with the respondent. The Respondent was never able to give any satisfactory response to the complainant regarding the status of the construction and was never definite about the delivery of the possession. The complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of shortage of labour etc.
16. That now the respondent has closed the outer as well as the small gate at the entrance of the society permanently so as to harass the complainant as the customer will not be able to reach the shop.
17. That further the respondent is not providing regular electricity supply to the shop of the complainant as is cutting off the electricity supply for a continuous period of 40 hours.
18. That despite several representations the respondent has chosen deliberately and contemptuously not to act and fulfil the promises and have given a



cold shoulder to the grievances raised by the cheated allottees. The respondent has completely failed to honour its promises and have not provided the services as promised and agreed through the brochure, BBA and the different advertisements released from time to time. Further, such act of the respondent is also illegal and against the spirit of RERA Act, 2016 and HRFERA Rules, 2017.

19. That it is abundantly clear that the respondent has played a fraud upon the complainant and has cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.
20. That the complainant has suffered a loss and damage in as much as he had deposited the money in the hope of getting the said unit for commercial purposes. He has not only been deprived of the timely possession of the said unit but the prospective return he could have got if he had invested in fixed deposit in bank. That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
21. 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. The complainant after losing all the hope from the respondent company, having their dreams shattered of owning a shop & having basic necessary facilities in the project and also losing considerable amount, is constrained to approach this Hon'ble Authority for redressal of his grievance.

Hence the present complaint.

C. RELIEF SOUGHT

22. In view of the facts mentioned above, the complainant has prayed for the following reliefs:

- i. Order the respondent to complete the project in all means i.e. by providing all the amenities as provided under Para 1.19 of the BBA.
- ii. Order the respondent to provide delayed possession charges (DPC) from the due date of possession till the actual valid and legal possession.
- iii. It is most respectfully prayed that this Hon'ble Authority be pleased to pass any other relief(s) which this Hon'ble Authority thinks fit in the interest of justice and in favour of the complainant.

D. REPLY ON BEHALF OF RESPONDENT NO. 1

23. Respondent no. 1 did not file any reply in the matter, however Adv. Pranjal P Chaudhary appeared for respondent no. 1 on last date of hearing i.e. 01.09.2026 and stated since the license of the project in question has been



transferred from respondent no.1 to M/s Hightech Construction Co. Pvt. Ltd. and then to respondent no. 2. Hence, respondent no. 1 has no connection with the project in any manner whatsoever. So, no relief be granted against respondent no. 1.

F. REPLY ON BEHALF OF RESPONDENT NO. 2

Notice to respondent was served by way of publication in two leading newspapers on 22.08.2025. Despite service of notice, none appeared on behalf of respondent and hence when the matter was heard on 12.05.2026, the Authority had decided to proceed ex-parte against the respondent. However, later on 03.06.2026 respondent no. 2 filed an application for setting aside the ex-parte order dated 12.05.2026 pleading therein:

24. That the impugned ex-parte order dated **12.05.2026** was passed against the applicant without affording a reasonable and effective opportunity of hearing, and the same is liable to be set aside on the following grounds:

i. Wrong impleadment and misleading chain of title - The Complainant has erroneously and falsely impleaded the applicant as *"SRS Retreat Services Limited now Vashisth Estates Limited"*, creating a misleading impression that M/s SRS Retreat Services Limited merely underwent a corporate name change. In reality, M/s SRS Retreat Services Limited and M/s Vashisth Estates Limited are two completely distinct legal entities incorporated under the Companies Act, with separate CINs, Boards of Directors,



registered offices, and management structures. The correct, DTCP-approved chain of promoter/license transfers for the project is as follows:

- 01.09.2014: License No. 146/2014 was originally granted by Director, Town and Country Planning (DTCP), Haryana to M/s SRS Retreat Services Limited.
- 23.01.2018: DTCP transferred the development license to M/s Hightech Construction Co. Pvt. Ltd. (CIN: U70109DL2006PTC152657). The project was subsequently registered with this Hon'ble Authority under Registration Certificate No. HRERA-PKL-FBD-94-2019 dated 30.01.2019 as "*Hightech Affordable Homes*".
- 10.08.2022: DTCP further transferred the development license from M/s Hightech Construction Co. Pvt. Ltd. to the present applicant, **M/s Vashisth Estates Limited** (CIN: U45204DL2011PLC220321).
- 17.10.2022: This Hon'ble Authority approved the change of project name from "*Hightech Affordable Homes*" to "*Vashisth Heights*" vide order/corrigendum (Item No. 188.07)

The builder buyer agreement (BBA) dated 14.12.2015 and allotment letter dated 28.09.2015 were executed solely between the



complainant and M/s SRS Retreat Services Limited. The present applicant was not a party to the BBA and entered the picture only upon acquiring the license in August 2022. Thus, the claim arising out of the BBA cannot be fastened upon the applicant without establishing the chain of liability and succession of obligations.

ii. Defective and Improper service of notice - The applicant was never effectively served with the notice of complaint due to improper designation. Since the notice dated 17.01.2025 was addressed to a non-existent/misdescribed entity ("*SRS Retreat Services Ltd. Now Vashisth Estates Ltd.*"), it was inherently defective. Substituted service by publication did not bring actual notice to the applicant, rendering non-appearance bonafide and non-deliberate.

iii. Sufficient cause exists for non - appearance - Non-appearance was caused entirely by the misleading cause title and defective service. "Sufficient cause" under Order IX Rule 13 CPC warrants a liberal construction to advance substantial justice, as affirmed in *Parimal vs. Veena (@ Bharti)* (2011) 3 SCC 545, *Rafiq and Another vs. Munshilal and Another* (1981) 2 SCC 788, *Bhanu Kumar Jain vs. Archana Kumar & Anr.* (2005) 1 SCC 787 wherein it has been held that Courts should lean in favor of setting aside ex-parte orders so that a meritorious defense is not shut out.



iv. Meritorious defence on merits – The complainant has himself admitted in his complaint that a letter of possession and no due certificate was issued on 17.07.2024 and the complainant has taken over the possession of the unit. Thus, the prayer for completion of the project and delivery of possession is rendered infructuous. The delay in completion of the project were caused by factors beyond the control of the applicant and its predecessors, including ban on construction activity imposed by National Green Tribunal (NGT) and subsequently during COVID-19 pandemic which severely impacted construction activities across the NCR region.

Further, complainant's allegation that a cheque of ₹ 2,07,000/- was taken as registry charges along with ₹25,000/- in cash as advocate fees but no registry has been done is factually incorrect and misleading. It has been submitted that conveyance deed in respect of commercial unit bearing shop no. 05 on the ground floor having super area 324 sq.ft, situated in Vashisth Heights, Sector 87, Faridabad has already been duly executed and registered in favour of the complainant on 28.03.2025 vide registration no. 15819. The complainant was fully satisfied at the time of taking possession of the unit and has since been operating the shop and conducting commercial activities from the said premises. The complainant being fully satisfied with the



workmanship and quality of construction of the commercial unit expressly waived his right to raise any dispute in the present or future. True copies of possession certificate and conveyance deed have been annexed as Annexure A-4 and A-5 respectively.

v. No prejudice will be caused to the complainant if the ex-parte order is set aside - Setting aside the ex-parte order will cause no prejudice to the complainant as no final adjudication on merits has been rendered and the matter can be heard on merits with both parties being afforded an equal opportunity of hearing. Conversely, irreparable harm will be caused to the applicant if denied the opportunity to defend. It was prayed to set aside ex-parte order dated 12.05.2026.

25. The respondent no. 2 then filed a detailed reply in the matter on 31.08.2026 reiterating the facts stated in the application dated 03.06.2026. It has further been submitted as under:

i. That the answering respondent, M/s Vashisth Estates Limited, is a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at D-84, 2nd Floor, Okhla Industrial Area, Phase-I, New Delhi-110020. The Answering Respondent is the present promoter of the project "Vashisth Heights" (formerly known as "SRS Hightech Commercial Complex"), situated at Sector 87, Faridabad, Haryana, duly registered with this Hon'ble Authority vide Registration



Certificate No: HRIERA-PKL-FBD-94-2019. The answering respondent is represented by its Director and Authorized Representative, Mr. Surinder Kumar Vashishth, son of Sh. Harswroop Vashishth.

ii. That the answering respondent, M/s Vashishth Estates Limited, acquired the development license only on 10.08.2022, i.e., approximately 3 years after the alleged due date of possession (15.12.2019) had already passed. The BBA dated 14.12.2015, the allotment letter dated 28.09.2015, and the entire payment schedule were between the complainant and M/s SRS Retreat Services Limited. Any delay or default, if any, which occurred prior to 10.08.2022 is attributable to M/s SRS Retreat Services Limited and/or M/s Hightech Construction Co. Pvt. Ltd., and not to the answering respondent. The answering respondent obtained the occupation certificate vide Memo No, 1580 dated 15.01.2024 within approximately 1 year and 5 months of acquiring the development license, and offered possession on 17.07.2024.

iii. That the project was severely impacted by force majeure events beyond the control of the Answering Respondent and its predecessors, including bans on construction activity imposed by the National Green Tribunal (NGT) from time to time, particularly in October-November 2019, and subsequently the COVID-19 pandemic which severely impacted construction activities across the NCR region. This Hon'ble Authority granted COVID-19 extension of 1 year and 9 months to the



project bearing Registration Certificate No. HRERA-PKL-FBD-94-2019 vide order dated 09.02.2023, thereby extending the project validity up to 30.09.2023. True copy of the said order has been annexed as Annexure R-2.

iv. That the answering respondent, after acquiring the development license, diligently proceeded with the completion of the project. The Occupation Certificate for the project was obtained vide Memo No. 1580 dated 15.01.2024, i.e., within approximately 1 year and 5 months of the answering respondent acquiring the development license. That the answering respondent issued a Possession Certificate and No Due Certificate in favour of the complainant on 17.07.2024. True copy of the same has been annexed as Annexure R-3.

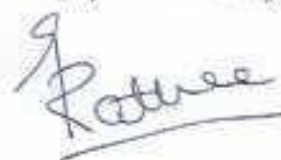
v. That the complainant has been a chronic defaulter in payment of instalments. The complainant made initial payments of ₹6,41,455/- (22.09.2015), ₹3,59,732/- (12.01.2016) and ₹3,85,427/- (27.04.2016) totalling ₹13,86,614/- to M/s SRS Retreat Services Limited. Thereafter, the complainant made no further payment for approximately 7 years, resuming payment only in May 2023 when ₹10,00,000/- (19.05.2023) and ₹3,96,263/- (20.05.2023) were paid, followed by ₹3,10,263/- (05.06.2024). It is submitted that the complainant cannot allege delay on the part of the promoter while being in prolonged default of his own payment obligations. As per Clause 4.1 of the BBA, the possession



timeline was subject to the allottee not being in default of payment obligations.

vi. That it is most respectfully submitted that the conveyance deed in respect of the commercial unit bearing Shop No. 05 on the Ground Floor having Super Area 324 sq. ft., situated in Vashisth Heights, Sector 87, Faridabad, Haryana, has already been duly executed and registered in favour of the Complainant, Mr. Jai Chand Aggarwal, on 28.03.2025 vide Registration No. 15819 for the Registration Year 2024-2025, Book No. 1, recorded at the office of the Sub-Registrar, Faridabad. The sale consideration of ₹29,54,880/- was duly paid, stamp duty of ₹2,07,000/- was paid, and the conveyance deed was registered bearing Stamp Certificate No. F0112025A830 and GRN No. 119521196. True copy of the said Conveyance Deed has been annexed as Annexure R-4. The said Conveyance Deed contains the following comprehensive settlement and satisfaction clauses:

- (a) **Clause 2 – Settlement of All Claims Including Delay:** "That the vendee/allottee has accepted the possession of the property after making requisite payments post adjustments/settlement of all kind of compensation, damages etc. including but not limited to delay(s) if any, quality issues if any etc. and the vendee/allottee further undertakes never to raise such issues in any forum in any proceedings."
- (b) **Clause 3 – Full and Final Settlement:** "The Conveyance Deed was executed "in full and final settlement of all claims and demands and now nothing is due, outstanding, and payable."
- (c) **Clause 4 – Confirmation of Possession and Satisfaction:** "The Complainant expressly confirmed obtaining possession from the



Vendor and declared his satisfaction that the construction and various installations in the shop and building had been provided in accordance with the sanctioned drawings and agreed specifications, and were in good order and condition. The Complainant stated that he had no complaint or claim regarding the area of the shop, materials used in construction, or the quality of construction and workmanship."

(d) Clause 26 – Comprehensive Satisfaction and Waiver Clause: *"The Complainant acknowledged taking over physical possession after a detailed inspection covering the title of the Vendor with respect to the Project Land, the Super Area of the Commercial Unit, quality of construction, workmanship, materials used, finishing, fittings/fixtures, and specifications. The Complainant therein confirmed having no objection whatsoever and being fully satisfied with the workmanship and quality of construction of the Commercial Unit, and expressly waived his right to raise any dispute on any of the above-mentioned aspects either in the present or in the future."*

vii. That though the conveyance deed was executed subsequent to the filing of the present complaint, it was executed voluntarily by the complainant to obtain title, before independent witnesses, itemising delay specifically among the matters settled. No protest, reservation, or caveat was recorded by the complainant at the time of execution. The complainant, having voluntarily settled all claims including delay compensation and having undertaken never to raise such issues in any forum, cannot now maintain the present complaint. The complainant was represented by his counsel and was fully aware of the import and consequences of the settlement clauses. Any plea of coercion or duress is denied. Having voluntarily settled all claims, the complainant is estopped from maintaining the present complaint. Reliance is placed on the



judgment of the Hon'ble Supreme Court in *Mahanagar Telephone Nigam Limited v. Applied Electronics Limited*, (2017) 2 SCC 37, wherein it was held that once a party voluntarily accepts benefits and enters into a settlement, he cannot be permitted to approbate and reprobate. Further reliance is placed on *National Insurance Co. Ltd. v. Boghara Polyfab Pvt. Ltd.*, (2009) 1 SCC 267, where the Hon'ble Supreme Court held that a settlement arrived at by free consent and without coercion, misrepresentation, or undue influence would be binding. The complaint has worked itself out and is liable to be dismissed.

viii. That the complainant has been in possession of the said commercial unit since 17.07.2024 and has been operating the shop and conducting commercial activities from the said premises. Having enjoyed the beneficial commercial use of the unit, the complainant cannot simultaneously claim delayed possession compensation. The Complainant is estopped from raising any claim in view of the comprehensive settlement and satisfaction clauses contained in the registered conveyance deed.

ix. That without prejudice to the above submissions and in the alternative, if this Hon'ble Authority were to consider any claim for delayed possession interest, the respondent has submitted that the interest chargeable on the complainant's approximately 7-year default of payment (at the prescribed rate under Rule 15 of the Haryana Real Estate



(Regulation and Development) Rules, 2017, i.e., SBI MCLR + 2%) equals or exceeds any delayed possession interest claimable by the complainant. The same is pleaded as set-off, netting the claim to nil or leaving the complainant net liable to the answering respondent.

F. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT

26. Learned counsel for the complainant reiterated the facts as were submitted in the complaint. He argued that the complainant has fulfilled all his contractual obligations by making timely payments as per the buyer's agreement but respondents failed to deliver lawful and valid possession within the stipulated period. He further argued that respondents have even failed to complete the project and provide the amenities as mentioned in BBA at paragraph no. 1.19. Hence, he requested that respondents be directed to complete the project in all means and pay delay interest to the complainant for delay caused in handing over the possession.
27. On the other hand, learned counsel for the respondent no. 2 argued that the possession of the unit has already been taken over by the complainant on 17.07.2024 i.e. before the filing of present complaint and conveyance deed has been duly executed on 28.03.2025. So, he argued that since conveyance deed has been executed by respondent no. 2 after full and final settlement/adjustments and respondent no. 2 has performed all its obligations, present complaint be dismissed.



G. ISSUES FOR ADJUDICATION

28. Whether the complainant is entitled to relief of payment of delayed possession charges as prescribed under the Act?

H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

29. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, the factual position is that License No. 146/2014 was originally granted by Director, Town and Country Planning (DTCP), Haryana on 01.09.2014 to M/s SRS Retreat Services Limited, Hightech Construction Company Pvt. Ltd. in collaboration with SRS Retreat Services Ltd., SRS Multiplex, City Centre, Sector 12, Faridabad for development of an affordable group housing colony over an area measuring 5.00694 acres in the revenue estate of village Baselwa, Sector 87, Faridabad.
30. The complainant booked a shop bearing no. 005, Ground floor, Tower No. SII (SII/00/AF87/005) admeasuring 394 sq.ft. in project namely SRS Hightech Commercial Complex at Sector 87, Faridabad in the year 2015 being developed by M/s SRS Retreat Services Limited by paying a booking amount of ₹6,41,455/-. A shop buyer agreement was executed between the complainant and M/s SRS Retreat Services Limited on 14.12.2015.



31. Thereafter on 23.01.2018 the license was transferred in favour of M/s Hightech Construction Co. Pvt. Ltd. and the project was subsequently registered with this Hon'ble Authority under Registration Certificate No. HIRERA-PKL-FBD-94-2019 dated 30.01.2019 as "Hightech Affordable Homes". Said license was again transferred from M/s Hightech Construction Co. Pvt. Ltd. to M/s Vashisth Estates Limited on 10.08.2022 and the name of the project was changed from "Hightech Affordable Homes" to "Vashisth Heights" and same was approved by the Authority on 17.10.2022.
32. Admittedly, an amount of ₹30,93,059/- has been paid against the basic sale price of ₹30,78,000/- by the complainant in lieu of the booked unit till date. Against said paid amount, some of the receipts have been issued by SRS Retreat Services Limited and remaining by Vashisth Estates Limited i.e. after 10.08.2022 receipts have been issued by Vashisth Estates Limited.
33. The complainant initially filed the present complaint pleading one respondent namely 'M/s SRS Retreat Services Limited Now Vashisth Estates Limited'. Notice was accordingly sent to SRS Retreat Services Limited now Vashisth Estates Limited on 17.01.2025, but same was received back as unserved, therefore notice was served by way publication which was duly effected on 22.08.2025. Despite publication none appeared on behalf of respondent, hence, Authority vide its order dated 12.05.2026 decided to proceed ex-parte. However, Vashisth Estate Ltd. vide



application dated 03.06.2026 requested to set aside the ex-parte order dated 12.05.2026 and allow it to file detailed reply in the matter on the ground that the complainant has filed the complaint with wrong particulars of respondent due to which proper service of notice could not be effected. After receipt of said application it came to the knowledge of the Authority that complainant in the present case has impleaded "SRS Retreat Services Limited now Vashisth Estates Limited" as respondent which suggests that name of the promoter has been changed from SRS Retreat Services Limited to Vashisth Estates Limited. However, said description is incorrect and the true position is that the development rights of the project in question were transferred from SRS Retreat Services Limited to M/s Hightech Construction Co. Pvt. Ltd and then to Vashisth Estates Ltd. Meaning thereby SRS Retreat Services Limited and Vashisth Estates Ltd. are two separate and distinct legal entities incorporated under different provisions of Companies Act. Accordingly, when the matter was heard on 04.08.2026, the ex-parte order dated 12.05.2026 was set aside and it was observed as under:

"5. In view of above, the Authority observes that in the present case, the complainant booked a shop in a project namely 'SRS Hightech Commercial Complex' being developed by SRS Retreat Services Limited. Later, the development rights of the project were transferred to Vashisth Estates Ltd., so the name of the project was changed to 'Vashisth Heights' and the complainant started making payments to Vashisth Estates Ltd. Evenmore, the possession certificate and no dues certificate was also issued by Vashisth Estates Ltd. Therefore, both SRS Retreat Services Limited and



Vashisth Estates Limited are necessary parties in the present case and the same cannot be adjudicated without impleading them as respondents separately. Since, the title of the case was defective, effective service of notice could not be made to any of the respondents. Hence, the application dated 03.06.2026 filed by Vashisth Estates Ltd. is allowed and ex-parte order dated 12.05.2026 is set aside against the respondent. Accordingly, complainant is directed to file an amended memo of parties impleading SRS Retreat Services Limited and Vashisth Estates Limited as separate necessary parties. Since, Vashisth Estates Limited has appeared and accepted notice, it is directed to file detailed reply in the matter and supply its advance copy to the complainant."

34. Complainant then filed an application for amendment of memo of parties on 07.08.2026 impleading SRS Retreat Services Limited and Vashisth Estates Limited as respondent no. 1 and 2 respectively and the same was allowed vide order dated 01.09.2026.
35. As per clause 4.1 of the builder buyer agreement executed between the parties on 14.12.2015, respondent no. 1 was under an obligation to handover the possession of the shop within 4 years i.e. by 14.12.2019. However, respondent no. 1 failed to deliver possession of the booked unit within the stipulated time period. Rather as per the pleadings of the complainant and documents available on record, respondent no. 2 issued possession certificate and NOC to the complainant on 17.07.2024. Meaning thereby possession was handed over to the complainant on 17.07.2024 i.e. after delay of more than 5.5 years. Hence, complainant has filed the present complaint seeking delay interest for delay caused in handing over the possession.



36. At the outset, respondent no. 2 has taken an objection that the occupation certificate was obtained on 15.01.2024 i.e. after 1 year and 5 months of acquiring the license and possession of the unit was duly handed over to the complainant on 17.07.2024. Thereafter, a conveyance deed dated 28.03.2025 was executed between the parties, therefore, the transaction between the complainant and the respondents has been concluded and no right or liability can be asserted by respondent no. 2 or the complainant against the other. Therefore, the complainant is estopped from claiming any interest in the facts and circumstances of the case. At this stage, it is important to look at the definition of the term deed, itself in order to understand the extent of the relationship between an allottee and promoter. A deed is a written document or an instrument that is sealed, signed and delivered by all the parties to the contract (buyer and seller). It is a contractual document that includes legally valid terms and is enforceable in a court of law. It is mandatory that a deed should be in writing, and both the parties involved must sign the document. Thus, a conveyance deed is essentially one wherein the seller transfers all rights to legally own, keep and enjoy a particular asset, immovable or movable. In this case, the asset under consideration is immovable property. On signing a conveyance deed, the original owner transfers all legal rights over the property in question to the buyer, against a valid consideration (usually monetary). Therefore, a conveyance deed, or 'sale deed' implies that the seller signs a document



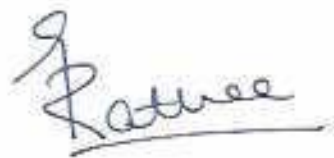
stating that all authority and ownership of the property in question has been transferred to the buyer.

37. From above, it can be said that taking over the possession and thereafter execution of the conveyance deed can best be termed as respondent having discharged its liabilities as per the buyer's agreement and upon taking possession, and/or executing conveyance deed, the complainant never gave up her statutory right to seek delayed possession charges.

38. It is noteworthy to mention here that in Appeal no. 272, 273, 274 of 2019 titled as Manju Arya vs M/s TDI Infrastructure Pvt Ltd, Hon'ble Haryana Real Estate Appellate Tribunal, Chandigarh vide order dated 19.01.2021 has observed that the cause of action which had already accrued to the allottee against the promoter due to non-fulfilment of the obligations as per the agreement for sale shall not stand extinguished with the execution of the conveyance deed. Whatever statutory rights had accrued to the allottee prior to the conveyance deed cannot be defeated with the subsequent execution and registration of the conveyance deed. The Hon'ble Apex Court in case Wg. Cdr. Arifur Rahman Khan and Ors. Vs. DLF Southern Homes Pvt. Ltd. and Ors. 2020(3) RCR (Civil) 544 has categorically laid down that the purchasers will not lose their right to claim compensation for the delayed handing over of the unit on the ground that the possession has been delivered and deed of conveyance has been executed.



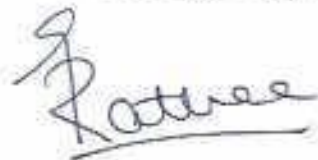
39. The Authority in numerous other cases has observed that mere execution of a conveyance deed does not ipso facto extinguish an allottee's statutory right to claim delayed possession charges. However, a meticulous perusal of the facts in the present case reveals a distinct scenario that departs from the ordinary application of this principle. The complainant instituted the present complaint on 09.01.2025 having already obtained physical possession alongwith a No Dues Certificate on 17.07.2024. The matter was first heard on 03.03.2025 and thereafter, on 28.03.2025 conveyance deed was executed between the parties having specific settlement clauses. Meaning thereby complainant entered into some sort of settlement with the respondent no. 2 during the pendency of the present complaint. Said fact was never brought to the notice of the Authority by the complainant. The matter was heard several times, but the complainant never disclosed the fact that the conveyance deed has been executed. Relying upon the contentions of the complainant, the Authority even proceeded ex-parte. It was only when respondent no. 2 filed an application for setting aside ex-parte order, it came to the knowledge of the Authority that conveyance deed has been duly executed between the parties. The complainant thus concealed said fact from the Authority for a long time.
40. Perusal of the contents of the conveyance deed reveals that a specific settlement was arrived between the parties which barred them to raise any issue with regard to the unit in question before any forum. The said



conveyance deed incorporated explicit, non-standard settlement terms which are as under:

- (a) **Clause 2 – Settlement of All Claims Including Delay:** "That the vendee/allottee has accepted the possession of the property after making requisite payments post adjustments/settlement of all kind of compensation, damages etc. including but not limited to delay(s) if any, quality issues if any etc. and the vendee/allottee further undertakes never to raise such issues in any forum in any proceedings."
- (b) **Clause 3 – Full and Final Settlement:** "The Conveyance Deed was executed "in full and final settlement of all claims and demands and now nothing is due, outstanding, and payable."

Hence, the conveyance deed was executed in full and final settlement of all claims and demands after adjudgments/settlement. Generally, respondent promoter and complainant does not have equal bargaining power and respondent promoter is in a dominant position. Complainant is therefore bound to sign on dotted lines of any document to retain the allotment in his favor. However, in the case at hand, the complainant was not under duress or coercion. He was already in lawful physical possession and beneficial commercial enjoyment of the shop unit since July 2024. Furthermore, his legal remedy was already actively invoked before this Authority. There was no threat of cancellation of allotment, nor was possession withheld as leverage to extract signatures on an unconscionable contract. Therefore, it cannot be presumed that respondent no. 2 was in a dominant position and the complainant signed on dotted lines. Rather, the complainant was on equal footing and



whatever document has been signed it can safely be presumed that the same was executed voluntarily and consciously specifically agreeing to terms that accounted for adjustments and settlements, without recording any protest, or reservation. Having acted upon the agreement and derived full benefit under the conveyance deed, the complainant cannot now be permitted to approbate and reprobate.

Equally significant is the conduct of the complainant in suppressing these material developments from the Authority. The execution and registration of the conveyance deed on 28.03.2025 incorporating settlement clauses was never disclosed by the complainant across subsequent hearings. It is a well-settled principle of law that a litigant invoking the jurisdiction of a statutory authority must approach it with clean hands. Deliberate suppression of a subsequent event that alters the core matrix of the dispute disentitles the party from equitable as well as statutory relief.

41. In view of the foregoing, the Authority observes that the registered conveyance deed was executed between the parties in full and final settlement of all claims, leaving no outstanding liabilities. Under these circumstances, awarding delayed possession charges would penalize the respondent unfairly and run contrary to the doctrine of accord and satisfaction. Therefore, in accordance with the principles of natural justice

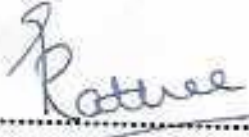


and equity, the relief claimed by the complainant for delayed possession charges is hereby declined.

42. The complainant has also sought the relief that respondent be directed to complete the project in all means i.e. by providing all the amenities as provided under para 1.19 of the BBA. In this regard it is observed that if the complainant is not satisfied with the amenities provided by the respondents, he may avail the remedy available under Section 18(3) of the RERA Act, 2016.

I. DIRECTIONS OF THE AUTHORITY

43. Thus, in view of the settlement arrived between the parties as mentioned and reflected in the conveyance deed dated 28.03.2025, the relief claimed by the complainant for delayed possession charges is hereby declined.
44. **Disposed of.** File be consigned to record room after uploading of the order on the website of the Authority.


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DR. GEETA RATHEE SINGH
[MEMBER]