HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

BEFORE ADJUDICATING OFFICER

Complaint No. 138 of 2025

PASUPATI BARTAR LLP **....Complainant**

VERSUS

TDI INFRASTRUCTURE LIMITED **.....Respondent**

Date of Hearing: 12.10.2026

Hearing: 8th

Present: Ms. Bhavishya, Adv.,for the complainant through VC.

Sh. Hunarveer, Adv., for the respondent.

ORDER

This order of mine will dispose of an application moved on behalf of the respondent, filed in continuation of earlier application dated 02.09.2026 submitted in the form of short reply to the complaint, praying therein to dispose of the present complaint in view of the Memorandum of Settlement dated 25.02.2026 executed between the parties.

2. The brief facts of the case are that in response to the complaint dated 24.02.2025 for compensation, the respondent filed a short reply stating therein that parties have settled the dispute amicably by executing a

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Memorandum of Settlement dated 25.02.2026 which has been given effect of by the respondent through settled payment and in addition thereto he has placed on record a copy of settlement so that the request for disposal of the complaint is judiciously acceded to.

3. Learned counsel for the respondent by relying upon the contents of the Memorandum of Settlement dated 25.02.2026, has argued that in the instant case, Hon'ble Regulatory Authority vide its order dated 29.07.2022 had ordered the respondent to refund an amount of ₹30,47,547.40/- within 90 days and out of that said amount ₹10,00,000/- was paid through cheques dated 13.11.2024 and 02.12.2025. He further argued that the parties out of court, arrived at an amicable settlement in the form of written Memorandum of Settlement dated 25.02.2026 as per which the complainant agreed to settle the dispute for a total amount of ₹20,00,000/- which included ₹10,00,000/- already paid and further received payment of ₹5,00,000/- each through cheques dated 06.02.2026 and dated 06.03.2026 on dated 03.03.2026 and 06.03.2026 respectively. He has further argued that since, as per the settlement the complainant is not entitled to pursue the complaint for compensation and the execution of the order of the Hon'ble Regulatory Authority, the present complaint for compensation is bound to be disposed of having become infructuous because of the settlement arrived. He has also argued that even the complainant who filed criminal proceedings pertaining to this issue, has not got the desired result. Finally, he has prayed to

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dispose of the complaint as the complainant has no right to pursue the same after having acted upon the terms and conditions of the Memorandum of Settlement dated 25.02.2026.

4. On the other hand, learned counsel for the complainant, though did not file reply to any of the applications but argued that the Memorandum of Settlement so executed is a document prepared by playing fraud upon the complainant as why would the complainant for go his ₹10,00,000/-, as otherwise projected by the respondent because the total payment to be received was ₹30,47,547/-, whereas the Memorandum of Settlement shows settled amount as ₹20,00,000/- only. She has further argued that since the Memorandum of Settlement is result of fraud and manipulation of words, thus detrimental to the interest of the complainant, it cannot be given effect of to dispose of the present complaint. She has further argued that the complainant may have received the cheques dated 06.02.2026 and 06.03.2026 but still such payment do not satisfy the order under execution before the Hon'ble Regulatory Authority and also do not disentitle the complainant to pursue its present complaint for compensation. Finally, she has prayed to reject the application of the respondent and to grant the relief of compensation on merit as prayed for.

5. Having due regards to the rival contentions and the facts on record, at the outset, it is pertinent to mention here that the execution of Memorandum of Settlement has not been disputed on behalf of the complainant, nor, it is the

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case of the complainant that each page of this Memorandum of Settlement running into 1 to 10 pages do not bear the signatures of the authorized representative i.e. Mr. Pritesh Bhardwaj. It is also not the case for the complainant that this document was executed with the intention of the party not to execute the same or not to be acted upon. There is also no concrete denial on the part of the learned counsel for the complainant that the complainant had received the payments through cheques running into ₹20,00,000/- partly before the settlement and partly after the settlement. In addition thereto, there is also no cogent contradiction to the oral claim of learned counsel for the respondent that the criminal proceedings initiated by the complainant against the present respondent have not found favour with police, though no written proof led.

6. With above admitted or undisputed facts on record, now it is to be seen whether this Forum in the given circumstances, is competent to receive oral version of the complainant against the written contents of the settlement duly signed by both the parties, to hold the latter as result of fraud with an anim to discard the settlement?

Before deciding this factor, it is worth to refer to relevant provisions of Section 91 and 92 of the Indian Evidence Act, 1872 (Presently Section 94 of and Section 95 of the The Bharatiya Sakshya Adhiniyam, 2023), and also legal position as to standard of proof required to prove plea of fraud in civil or criminal proceedings;

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"SECTION 91: Evidence of terms of contracts, grants and other dispositions of property reduced to form of document

When the terms of a contract, or of a grant, or of any other disposition of property, have been reduced to the form of a document, and in all cases in which any matter is required by law to be reduced to the form of a document, no evidence shall be given in proof of the terms of such contract, grant or other disposition of property, or of such matter, except the document itself, or secondary evidence of its contents in cases in which secondary evidence is admissible under the provisions hereinbefore contained.

Exception 1.—When a public officer is required by law to be appointed in writing, and when it is shown that any particular person has acted as such officer, the writing by which he is appointed need not be proved.

Exception 2.— Wills 3 [admitted to probate in 4 [India]] may be proved by the probate.

Explanation 1.—This section applies equally to cases in which the contracts, grants or dispositions of property referred to are contained in one document and to cases in which they are contained in more documents than one.

Explanation 2.— Where there are more originals than one, one original only need be proved.

Explanation 3. — The statement, in any document whatever, of a fact other than the facts referred to in this section, shall not preclude the admission of oral evidence as to the same fact.

The bare perusal of Section 91 indicates that if the transaction has been reduced into writing then the existence of this document excludes all other evidence of the transaction. The second provision of Section 91 is that, in all cases in which any matter is required by law to reduce into the form of a document, then the document itself must be put in evidence. Indirectly

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no doubt it is a rule of evidence, because other evidence is excluded. In simple words, it is not open to either of the party to the written settlement to let in oral evidence that the terms of contract between the parties were different or were at variance with the terms contained in the registered document. Hon'ble Apex Court in "Bhashkar Waman Joshi v/s Shri Narayan Ram Bilas Agarwal," AIR 1960 SC 301, has held that "subsequent conduct cannot be proved to show that the intention of the party was something other than that expressed in the document." Hon'ble High Court of Assam in case "Rajat Chandra Deka v/s Dhaniram Deka," AIR 1965 Assam 90, has held that "the intention of the parties must be gathered from the terms of the documents itself and the surrounding circumstances." Where the meaning of the clauses of the agreement was decisive, Hon'ble apex Court in case titled as "Hindustan Liver Limited, Bombay v/s Monopolies and Restrictive Trade Practices Commission, New Delhi," AIR 1977 SC 1285, at page 1290, has observed that "no oral evidence can be led to reduce their meaning and to vary it in view of the provisions of Sections 91 and 92 of the Act."

SECTION 92. Exclusion of evidence of oral agreement.

When the terms of any such contract, grant or other disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to the last section, no evidence of any oral agreement or statement shall be admitted, as between the parties to any such instrument or their representatives in interest, for the purpose of contradicting, varying, adding to, or subtracting from, its terms:

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Proviso (1). — Any fact may be proved which would invalidate any document, or which would entitle any person to any decree or order relating thereto; such as fraud, intimidation, illegality, want of due execution, want of capacity in any contracting party, 1 [want or failure] of consideration, or mistake in fact or law.

Proviso (2). —The existence of any separate oral agreement as to any matter on which a document is silent, and which is not inconsistent with its terms, may be proved. In considering whether or not this proviso applies, the Court shall have regard to the degree of formality of the document.

Proviso (3). —The existence of any separate oral agreement, constituting a condition precedent to the attaching of any obligation under any such contract, grant or disposition of property, may be proved.

Proviso (4). —The existence of any distinct subsequent oral agreement to rescind or modify any such contract, grant or disposition of property, may be proved, except in cases in which such contract, grant or disposition of property is by law required to be in writing, or has been registered according to the law in force for the time being as to the registration of documents.

Proviso (5). — Any usage or custom by which incidents not expressly mentioned in any contract are usually annexed to contracts of that description, may be proved: Provided that the annexing of such incident would not be repugnant to, or inconsistent with, the express terms of the contract.

Proviso (6). — Any fact may be proved which shows in what manner the language of a document is related to existing facts."

The bare perusal of Section 92 indicates that "once it is admitted, or proved that a party has executed a sale deed, no oral evidence can be led for the purpose of contradicting, varying, adding to or subtracting from, its terms unless a case falling under any proviso to Section 92 of the Evidence Act is specifying pleaded. In the absence of such a plea a fact must be given to the conclusiveness of the terms contained in the deed.

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Standard of Proof of Fraud

Since, learned counsel for the complainant has raised plea of fraud played upon the complainant or that the contents of the settlement have been drafted mischievously to give benefit to the respondent, it is necessary to see what does the law say to plead and prove the fraud.

Our Hon'ble High Court in "Dalip Singh vs Kali Ram" 1988 SLJ 255, has held that "allegation of fraud whether made in civil or criminal proceedings must be established beyond reasonable doubt. Mere suspicious circumstances, strange coincidences and however grave the doubt can never take the place of proof." Similar are the findings of Hon'ble apex Court reported in 2004(4) RCR (Civil) Pg 243.

The co-joint reading of Section 91 and 92 of the Act, 1872 leads to conclusion that once the document has been produced to prove its term under Section 91, provisions of Section 92 come into operation for the purpose of excluding evidence of any oral agreement or statement for the purpose of contradicting, varying, adding or subtracting from its terms. It is also clear from the above discussion that mere argument of fraud or misrepresentation having resulted into execution of a written settlement, ipso facto do not invalidate the said document particularly when the objecting party has otherwise given effect of to the same and also did not lead any cogent evidence to disprove the same.

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7. Having the above discussed law in mind, now this Forum would see what are the contents of the Memorandum of Settlement, the authenticity of which has been challenged for the complainant;

MEMORANDUM OF SETTLEMENT

This memorandum of settlement is made and executed at New Delhi on this 25th day of February 2026

BETWEEN

M/S TDI Infrastructure Ltd., *a company registered under the Companies Act, 1956, having its Corporate Office at 2nd Floor, Mahindra Towers 2A, Bhikaji Cama Place, New Delhi - 110066, through its authorised Signatory Shri Ved Prakash, duly authorised by the Board of Directors to execute the present Memorandum of Settlement, hereinafter referred to as* ***'FIRST PARTY'*** *(which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assignees).*

AND

M/s Pasupati Barter LLP *through its Authorised Representative Mr. Pritesh Bhardwaj having its Registered office at Shop No. 139, 1st Floor, Edmonton Mall, Hotel Bristol, Gurugram, Haryana - 122002, hereinafter referred to as* ***'SECOND PARTY'*** *(which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assignees).*

*THE FIRST PARTY and the SECOND PARTY are hereinafter referred to individually as "****Party****" and collectively referred to as the "****Parties****".*

WHEREAS,

1. The First Party along with its associate companies has developed/in process of developing an integrated Township under the name and style of ***'TDI City'****, Kundli, Haryana. The commercial, institutional, recreational and residential plots of various dimensions and multipurpose commercial complexes etc. have been carved out, in accordance with the layout plan, so as to establish the TDI City.*

2. The Second Party had booked a commercial unit against the customer ID bearing No. ***KTC-10011*** *with the First Party in its above-mentioned Project namely* ***'TDI City'*** *situated at Kundli, Sonepat, Haryana and had paid a sum of Rs. 24,50,000/- (Rupees Twenty-Four Lakh Fifty*

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Thousand only). The Second Party was allotted a commercial unit bearing No. ***KTC Temp 23327*** *(hereinafter to be referred as "Allotted Commercial Unit") admeasuring 700 sq.ft. approximately in the said project.*

3. The First Party paid assured return till 31.10.2019 but being aggrieved by non-payment of the assured return, delay of possession of the commercial unit and non-refund of deposited amount, the Second Party filed the following litigations against the First Party:

a) A before Hon'ble Haryana Real Estate complaint Regulatory Authority, Panchkula vide complaint titled as ***"PasupatiBartar Private Limited vs. TDI Infrastructure Limited"*** *bearing case no. CC/992/2021 seeking the refund of deposited amount along with interest in which Hon'ble HRERA authority via order dated 29.07.2022 had ordered the Respondent to refund the amount of Rs 30,47,547.40/- (Rupees Thirty Lakh Forty-Seven Thousand Five HundredForty-Seven) within the 90 days of this order. The First Party had already paid the amount of Rs 10,00,000/- (Rupees Ten Lakh only) to the Second Party in the following manner:*

1) Rs.5,00,000/- (Rupees Five Lakh Only), vide Cheque bearing No.833653 dated 13.11.2024, drawn on Indian Overseas Bank; in the favour of Pasupati Barter LLP.

2) Rs.5,00,000/- (Rupees Five Lakh Only), vide Cheque bearing No.836266 dated 02.12.2025, drawn on Indian Overseas Bank; in the favour of Pasupati Barter LLP.

That after this aforesaid payment of Rs. 10,00,000/- (Rupees Ten Lakh Only) a balance amount of Rs. 20,47,547/- (Rupees Twenty Lakh Forty-Seven Thousand Five Hundred Forty-Seven) remained, however the Second Party approached to the First Party for settlement and after amicable talks second party agreed for the payment of Rs. 20,00,000/- (Rupees Twenty Lakh Only) by the First Party as full and final payment and has no grievance regarding it. That in compliance of the said order dated 29.07.2022 the Second Party had filed an execution petition against First Party titled as ***"PasupatiBartar Private Limited vs M/s TDI Infrastructure Ltd."****, bearing Case No. Ex/295/2025 which is pending before the Haryana Real Estate Regulatory Authority, Panchkula on 17.04.2026.*

b) A complaint before Hon'ble Adjudicating officer, Panchkula vide complaint titled as ***"PasupatiBartar Private Limited vs. TDI Infrastructure Limited"*** *bearing case no. CC/138/2025 seeking the*

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compensation which was pending on 14.01.2026 before the Hon'ble Adjudicating officer, Panchkula.

c) A CriminalComplaintin EOW, Gurugram, Haryana

4. That theSecond Party approached the First Party to clear the grievances and resolution of dispute and after an amicable settlement pursuant to mutual discussion, the First Party has agreed to refund an amount of Rs. 20,00,000 /- (Rupees Twenty Lakh Only) to the Second Party as full and final settlement amount.

NOW THIS MEMORANDUM OF SETTLEMENT WITNESSETH AS UNDER:

1. That the First Party shall refund an amount of Rs. 20,00,000/- (Rupees TwentyLakh Only) to the Second Party as full and final settlement shall be paid to the Second Party. Out of which the First Party has already paid an amount of Rs 10,00,00/- (Rupees Ten Lakh) to Second Party as mentioned above and the First Party is required to pay the remaining amount of Rs 10,00,00/-(Rupees Ten Lakh) to Second Party. The Payment shall be paid in following manner.

a) Rs.5,00,000/- (Rupees Five Lakh only) vide Cheque No.837290, dated 06.02.2026, drawn on Indian Overseas Bank; in the favour of Pasupati Barter LLP.

b) Rs. 5,00,000/- (Rupees Five Lakh only) vide Cheque No. 837291, dated 06.03.2026, drawn on Indian Overseas Bank; in the favour of Pasupati Barter LLP

2.That the abovementioned amount is including compensation and thus in view of the terms of this settlement the Second Party or their legal hires / legal representatives shall not file any case seeking compensation of any kind whatsoever at any point in the future regarding the above-mentioned commercial unit bearing no. KTC Temp 23327 before any Law Enforcement Authorities/Court/Forum/Tribunals.

3.That the Second Party will withdraw his execution petition titled as ***"Pasupati Barter LLP vs M/s TDI Infrastructure Ltd.,"*** *bearing Case No. Ex/295/2025 pending before the Hon'ble HRERA on the next date of hearing on 17.04.2026 or next effective date by making the statement of settlement for all his disputes and grievances against the First Party.*

4. That the Second Party will withdraw his compensation complaint titled as ***"Pasupati Barter LLP vs M/s TDI Infrastructure Ltd.,"*** *bearing case No. CC/138/2025 pending before the Hon'ble Adjudicating Officer, Panchkula on the next date of hearing on _____ or next*

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effective date by making the statement of settlement for all his disputes and grievances against the First Party.

5. The Second Party undertakes to give up / relinquish his right to file any case with regards to the present issue undertaken in the present case against the First Party in relation to the allotted commercial unit.

6. The Second Party shall appear before the Investigating Agency for their Criminal Complaint filed against the First Party and shall intimate them regarding settlement of their disputes with the FirstParty/its directors/promoters/employees in full and final to their complete satisfaction.

7. The Second Party further ensures that there is no other Civil or Criminal or Consumer Complaint filed by the Complainant / Second Party against the First Party or its Officials / Directors in any of the Law Enforcing Authorities/Court/Forum/Tribunals qua the commercial unit in question and in case there is any litigation pending before any court of law against the First Party with regard to the allotted commercial unit, the same shall be withdrawn by the Second Party with immediate effect.

8. The Second hereby claims that now no disputes remain between the parties with regard to that registered Customer ID No ***KTC-10011****.*

9. The Second Party shall hand over to the First Party all original documents relating to the Subject commercial unit, including inter alia the booking receipt, allotment letters, Builder Buyer Agreement and any acknowledgement / receipts, upon at time of signing of the present settlement deed.

10.The present Memorandum of Settlement is valid subject to realization of all the 2 cheques as mentioned in clause 1 of the present agreement.

11.That after the execution & implementation of present Memorandum of Settlement in its letter & spirit, the grievances of Second Party shall stand fully satisfied.

12. That the parties have arrived at this settlement out of their own free will without any coercion, pressure, undue influence and misrepresentation.

The above described Memorandum of Settlement, is in two parts. First, explains the existing dispute between the parties running from paras

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number 1 to 4 and second part relates to settlement arrived at. The contents of this document, if read in toto, not only indicate that there was an order of receiving ₹30,47,547.40/- as refund with the complainant out of which it received ₹10,00,000/- through two cheques dated 13.11.2024 and 02.12.2025, a fact not disputed. It also indicates that despite there being a balance amount of ₹20,00,000/- out of the refund order, there was settlement of full and final payment of ₹20,00,000/- which included ₹10,00,000/- already paid. It has also gone unrebutted on record that the complainant after the settlement has received two payments of ₹5,00,000/- each through two cheques dated 06.02.2025 and 06.03.2026, meaning thereby the complainant in total received ₹20,00,000/- which as per the settlement signed by its Authorised Representative apparently a literate man, was full and final payment to settle the dispute for all times to come. If this be so, the settlement being a bilateral document binding on both parties, the complaint is expected of to follow the condition not to pursue for compensation as the same was included in the amount settled. The complainant can't be permitted now to take a different view, particularly when his subsequent conduct proves volutariness in execution of settlement.

Though, learned counsel for the complainant has raised objection to execution of the written settlement but besides mere oral arguments she did not lead any cogent or convincing evidence to prove the same which otherwise was must. It is not out of place to mention here that as per law

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laid down by Hon'ble Bombay High Court in "M/s T. Bhimjyani Realty Pvt. Ltd. v/s Mr. Vineet Sachdeva and Anr.," Second Appeal no.321 of 2022, date of decision 01.01.2025, the Tribunal can consider the plea of fraud. Since, in the case in hand, neither there is pleading of fraud before this Forum, nor, any reasonable and convincing evidence led to invalidate the settlement, such document can't be discarded merely on the basis of mere allegations. Otherwise also, once the complainant had given effect to the settlement by receiving the payments made after settlement, there remains no reason with the complainant to pursue the present complaint for compensation as it has lost its right due to para no.2 of the settlement described above. Undoubtedly, the amount due towards the complainant from respondent side in the execution, was much more than the one settled for culmination of the dispute but that itself cannot prove the contents of settlement as fraudulent because it was for the complainant to have considered this issue prior to signing of the settlement that too on each page and also when it finally received the due payment under settlement, which it did not do. It is not out of place to mention here that the complainant has raised this issue only when respondent pleaded for the disposal of the complaint because of settlement. Further, as long as the language of the settlement dated 25.02.2026, is crystal clear on each and every aspect and has duly been acted upon and further there appears no reason to attract any of the provisos given in Section 92 of the Act, 1872, in the case in hand, no oral evidence can be

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accepted to contradict, vary, add or subtract the true intent and purpose of the settlement arrived at, in view of the law discussed above.

8. In view of the foregoing discussion, it is concluded that the complainant has no right to pursue the present complaint because of the Memorandum of Settlement given effect of particularly when its oral version so given to discard the settlement has proved meritless. Consequently, the present complaint stands **disposed of** having become infractious after the settlement dated 25.02.2026.

9. File be consigned to record room after uploading the order on the website of the Authority.

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MAJOR PHALIT SHARMA
ADSJ(Retd.)
ADJUDICATING OFFICER
12.10.2026

Akhil Bhardwaj
Law Associate