

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA
REAL ESTATE REGULATORY AUTHORITY, GURUGRAM.**

Complaint No. :5163 of 2025

Date of Decision: 08.10.2026

Sourabh Sharma and Priyanka Sharma, residents of M-405, BPTP Spacio, Park Serene, near Suncity School, Sector 37D, Gurugram-122001.

.... Complainants.

Versus

BPTP Limited having Registered Office at OT-14, 3rd Floor, Next Door Parklands, Sector-76, Faridabad-121001 and
Business Park Maintenance Services Private Limited, having R/o at M11, Middle Circle, Connaught Circus, New Delhi, Delhi-110001.

.....Respondents.

APPEARANCE

For Complainants: Mr. Sukhbir Yadav, Advocate.

For Respondents: Mr. Venket Rao, Advocate.

ORDER

This is a complaint filed by Mr. Sourabh Sharma and Ms. Priyanka Sharma, (allottees), under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against BPTP Ltd. etc. (promoters/ developers).

2. Briefly stated, according to the complainants, they are law-abiding citizens. Mr. Rajvir, resident of House No. 232, Sector 9, Urban Estate, Gurugram- 122001, Haryana (hereinafter referred to as original allottee), purchased a flat/unit bearing no. M-405 on 4th floor in Tower-M, measuring a super area of 1800 square feet in the respondent's project "Spacio- Park Serene", situated in Sector-37D, village Basai, Tehsil & District Gurugram, in the year 2011. A Flat Buyer's Agreement (FBA) dated 24.08.2011 was also executed between the respondent no. 1 and the original allottee. As per Clause 2.1 of the FBA, the total basic sale consideration of the said unit was agreed to be Rs.47,70,000/-.

3. That thereafter, the said unit was purchased by Mr. Ravinder Khatri son of Sh. Dayanand (hereinafter referred to as second allottee) from the original allottee. They (complainants) were searching for a property in Gurgaon and in the month of July 2018, they (complainants) received a call from the marketing staff of the respondent no. 1 who told that there was a flat available in resale in said project. They (complainants), relying on the rosy pictures shown by representative of respondent no. 1, decided to purchase the said

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unit. Thereafter, all the necessary documentation was facilitated by the respondent no. 1 with the second allottee i.e. Mr. Ravinder Khatri. On 11.07.2018, the respondent no. 1 gave an acknowledgement to the second allottee, confirming that all the requisite documents towards change of ownership in the name of complainants were received by it. Thereafter, on 20.07.2018 the respondent no. 1 sent a letter to the complainants stating that the allotment of the Flat No. M-405, admeasuring 1800 Sq. Ft. in the said project, has been transferred in the name of the complainants. Further, the respondent no. 1 also accepted that it had received an amount of Rs.58,80,231.34/- (including TDS of Rs.36,788/-) against the said unit.

4. That on 20.07.2018 itself, the respondent no. 1 endorsed the name of the complainants in the said Flat Buyer's Agreement dated 24.08.2011 executed between the original allottee and respondent no. 1. The endorsement form at the end of the BBA specifies that the complainants were substituted in the place of the original executant of the BBA.

5. That as per clause 3.3 of the said FBA, the respondent no. 1 was bound to give possession of the flat within 42 months (i.e., 36


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months+ 6 months grace period) from the date of the booking/registration. Thus, the due date of handing over the possession of the above-said flat comes out to be 24.02.2015 if the date of execution of FBA is taken as the date of booking. However, the respondent no. 1 failed to hand over the possession of the flat on the said date.

6. That thereafter, in the month of July 2019, the respondent raised a demand of Rs.2,51,227/- against the basic sale consideration, which was objected to by the complainants as the construction of the project was way behind its schedule. However, it was assured by the respondent no. 1 that the project was near completion and would be handed over soon. The complainants paid the said amount in good faith on 05.07.2019.

7. That the complainants did not get possession of their unit despite making more than 100% of the total sale consideration. Aggrieved by the acts of the respondent no. 1, in March 2020, the complainants filed a complaint in HRERA, Gurugram bearing no. 288 of 2020 titled as Sourabh Sharma and Priyanka Sharma vs. BPTP Limited, against the respondent seeking physical possession of their unit,



among other reliefs. During the pendency of said complaint, the complainants and both of the respondents arrived at a settlement and a settlement deed dated 08.02.2021 was executed inter-se the complainants and the respondents. As per Clause 2.4 of the settlement deed, a full and final amount of Rs.12,66,328/- was agreed between the parties. Further, as per Clause 2.5, the respondents promised to deliver the physical possession of the flat to the complainants within 90 days from the date of execution of the settlement deed. The respondents promised to hand over physical possession of the flat on or before 08.05.2021.

8. That the respondent no. 1 received an occupation certificate on 15.01.2021 and made an offer of possession for the unit on 12.02.2021, post said settlement deed. However, the said offer of possession was not in accordance with the settlement terms agreed between the parties as it was accompanied by a demand of Rs.21,87,948/-. Notably, the complainants took possession of their unit "under protest" in the month of September 2021, as it was not equipped with all the promised amenities.

9. That thereafter, the complainants visited the office of the respondent many times for the execution of the conveyance deed. After a long follow-up of more than 03 years, the conveyance deed was finally executed on 16.10.2024 in favour of the complainants. Despite receiving Rs.1,02,575/- towards club membership charges, the respondents have shut down the facility of Club at the project since more than one year.

10. That the physical possession of the unit was given to the complainants on 16.10.2021, therefore the respondents are liable to pay rent from the date of settlement i.e. 08.05.2021 till physical possession of the unit i.e. 16.10.2021.

11. Citing facts as described above, the complainants have sought following compensations/reliefs: -

- i) to get an order in their favour to direct the respondents to provide club facility to the complainants and to get compensation for the financial hardship of Rs.1,20,000/-;
- ii) to get the compensation of Rs.10,00,000/- for causing mental agony (respondent fails to hand over the physical possession in due time and fails to execute the conveyance deed till 16.10.2024);


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- iii) to get the litigation cost of Rs.1,00,000/-;
- iv) to get compensation of Rs.2,00,000/- for rental loss from May 2021 to October 2021; and
- v) any other relief/direction that the Adjudicating Officer deems fit and proper in the facts and circumstances of the present complaint.

12. The respondent no. 1 contested the claim of complainants by filing separate written reply. It is averred that subsequently on 16.10.2021 (wrongly mentioned as 16.10.2024 in the complaint) a Conveyance Deed for the subject unit was executed between the complainants and the respondent no. 1. After having settled their dispute with the respondent no. 1, the complainants have filed the present complaint on the false and frivolous grounds, with a malafide intention of extracting unjust enrichment from the respondents.

13. That the instant complaint is not maintainable in the eyes of the law, is devoid of merits and is fit to be dismissed in limine. The present complaint is not maintainable as parties have already settled their dispute and have executed a settlement deed dated 08.02.2021.



14. Contending all this, the respondent no. 1 has prayed to dismiss the complaint.

15. The respondent no. 2 contested the claim of complainants by filing separate written reply. It is averred that present complaint is not maintainable against it (respondent No. 2). The answering respondent is not a promoter as per the Act of 2016. The complainants have wrongly arrayed it (respondent No. 2) in the present complaint. There is no relationship between the complainants and the respondent No. 2 falling within the purview of the Act of 2016. The respondent No.2 has not violated any provisions of the Act of 2016.

16. ^{Referring} ~~Contending~~ all this, the respondents ^{no. 2 also} ~~have~~ prayed to dismiss the complaint.

17. Parties filed affidavits in support of their claims. I have heard learned counsels appearing on behalf of both of parties and perused the record on file.

18. Even as per the complainants, they approached the Authority by filing a complaint No.288 of 2020 against the respondent seeking physical possession of their unit along with some other reliefs. During pendency of said complaint, the parties arrived at a settlement


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dated 08.02.2021. As per Clause 2.4 of said Settlement Deed, a full and final amount of Rs.12,66,328/- was to be paid by the respondent No.1 and further, the later had to deliver the physical possession of the subject flat to the complainants within 90 days of settlement agreement. The grievance of the complainants is that despite said agreement, the respondent^{no 1} failed to handover possession of subject unit within agreed period and hence, this compensation.

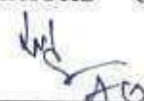
19. It is again plea of the complainants that respondent No.1 got Occupation Certificate of the project on 15.01.2021 and made an offer of possession to them (complainants) on 12.02.2021. However, the said offer of possession was in teeth with the settlement agreement as demand of Rs.21,87,948/- was made from them (complainants). This demand was not legal although they took possession of their subject unit after making payment, but under protest.

20. Per contra, learned counsel representing the respondent No.1 claimed that as the matter had been settled between the parties, present complaint was not maintainable. Even otherwise, as the matter had been settled between the parties, there was no occasion for the Authority to give finding on the violation of any provisions of the Act,

the rules or the regulations made thereunder and hence in view of Rules 28&29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 (in brief "Rules of 2017"), the present complaint was not maintainable.

21. It is true that when settlement agreement was reached between the parties voluntarily, the remedy before the complainants was to get that agreement executed by filing an execution petition and not this complaint.

22. It is also equally true that when matter was settled between the parties during the pendency of the matter, the Authority did not give finding if any provision of Act of 2016 or the rule or the regulation made thereunder was violated by the respondents. Rule 28(1) of Rule 2017 prescribes for filing a complaint before the Authority in the form "CRA" by any aggrieved person for any violation or contravention of the provisions of the Act or the rules and regulations made thereunder. Clause (b) of Rule 28(1) provides that upon receipt of such complaint, the Authority shall conduct an inquiry in relation to the affairs of the promoter or the allottee as the case may be, for establishing the veracity of the allegations of the

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contravention/violation of the provisions of the Act..... Clause (e) of said Rule provides that where after an inquiry by the Authority, it is established that the promoter has violated the provisions of the Act or the rules or the regulations made thereunder, the complaint seeking adjudging quantum of compensation as contained in Sections 12, 14, 18 and 19, shall be referred by the Authority to the Adjudicating Officer. Rule 28 (2) (m) of the Rule 2017 clearly mentions that a complaint before the Adjudicating Officer in form "CAO" shall be admissible from the stage of concluding inquiry by the Authority. Similar provision is repeated by Rule 29 of the Rules of 2017.

23. On the basis of Rules 28 & 29 of The Rules of 2017, it is abundantly clear that the role of Adjudicating Officer is simply to adjudge amount of compensation, after the Authority came to conclusion that the promoter has violated any provision of the Act or rules and the regulations made thereunder. No such finding has been given by the Authority in this case, rather the complaint filed by the present complainants was disposed of, having been settled between the parties.

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24. In view of the facts as mentioned above, the present complaint is not maintainable before this forum. The same is thus dismissed. File be consigned to record room.

Announced in open court today i.e. on **08.10.2026**.


(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory
Authority, Gurugram.

Present: Mr. Sukhbir Yadav, Advocate for complainants.
Mr. Venket Rao, Advocate for respondents.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
08.10.2026