



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1550 of 2025
Date of filing:	24.10.2025
Date of first hearing:	15.01.2026
Date of decision:	20.08.2026

Sudhir Dahiya S/o Sh. Sunehra Singh,
R/o Flat no. D-1602, D Block, 16th floor,
J.M Aroma, Plot no. GH-04, Sector-75, Noida
Gautam Budh Nagar, Uttar Pradesh-201301

....COMPLAINANT

VERSUS

M/s BPTP Limited
First Floor, 28, ECE House, K.G. Marg
Connaught Circus, New Delhi- 110001

....RESPONDENT

CORAM:	Parneet Singh Sachdev	Chairman
	Nadim Akhtar	Member
	Dr. Geeta Rathee Singh	Member
	Chander Shekhar	Member

Present: - Mr. Nitin Kant Setia, Counsel for the complainant through VC

Mr. Hemant Saini, Counsel for the respondent.

ORDER:(PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed on 24.10.2025 by 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 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 of the project.	Park-81
2.	Nature of the project.	Residential
3.	Details of allotted unit.	VL-1-16-GF measuring 1402 sq.ft.
4.	Allotment Letter	16.03.2010
5.	Date of Agreement	19.06.2012

6.	Deemed date of possession (36 months)	19.06.2015
7.	Possession clause	Clause 5.1 <i>Subject to Clause 14 herein or any other circumstances not anticipated and beyond the control of the Seller/Confirming Party 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/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 36 months from the date of execution of the floor buyers agreement or sanction of building plan whichever is later. The Purchaser(s) agrees and understands that the Seller/Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 36 months, for applying and obtaining the</i>



		<i>occupation certificate from the concerned authority. The Seller/Confirming Party shall give Notice of Possession to the Purchaser(s) with regard to the handing over of possession, and in the event the Purchaser(s) fails to accept and take the possession of the said Floor within 30 days thereof, the Purchaser(s) shall be deemed to be custodian of the said Floor from the date indicated in the notice of possession and the said Floor shall remain at the risk and cost of the Purchaser(s).</i>
8.	Basic sale consideration	33,63,006/-
9.	Paid amount	33,38,426/-
10.	Offer of possession	30.07.2024
11.	Occupation Certificate	15.12.2023

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:

3. That the complainant initially booked a floor in the Respondent's project 'Park Tower' Sector-81, Faridabad on 22.10.2008 by paying booking amount of ₹3,06,199/- on 29.10.2008. Another amount of ₹2,00,000/- was made on 20.12.2008. At the time of booking it was represented that the development

of amenities and construction of the unit will be completed within 24 months.

It was to be building of ground + two floors only.

4. That no Floor Buyer Agreement was executed by the respondent despite taking a huge amount of more than Rs. 5,00,000/-. All of a sudden the respondent approached the Complainant stating that the project "Park Tower" was not coming up and insisting that the Complainant shift his booking in a different project i.e. "Park81". The Complainant in good faith agreed to the demand of the respondent and the booking was consequently shifted to "Park-81". The application form was got signed by the respondent from the Complainant on 29.10.2009 wherein it was clearly stated in clause 12 that the possession will be handed over within a period of 24 months from the date of issuance of sanction letter of the project and clause 13 provided that in case the possession is not handed over within the promised period the company will be liable to pay compensation calculated @ Rs. 5 per Sq. Feet for every month of delay. A true copy of the application form dated 29.10.2009 is enclosed herewith as Annexure A-1.
5. That without entering into a Floor Buyer Agreement the respondent kept demanding further amounts. The Complainant paid a further sum of Rs. 78,801/- paid on 05.01.2010, Rs. 16,129/- paid on 31.03.2010, Rs. 1,95,000/- paid on 31.03.2010, Rs. 1,95,000/- paid on 31.03.2010, Rs. 1,18,346/- paid on 01.06.2012. In a period of 4 years the respondent had demanded and



collected the amount of Rs 11,09,475/- without entering into a floor buyer agreement and without giving any definite date of possession.

6. That the Floor Buyer Agreement was finally executed on 19.06.2012. The Basic Sale Price (BSP) of the floor was agreed as Rs. 33,63,006/- with a discount of Rs. 81,150/- making the effective BSP as Rs. 32,81,856/-. It is pertinent to mention here that the respondent had by this time collected over 34% of the BSP. The true copy of the Floor Buyer Agreement dated 19.06.2012 is enclosed herewith as Annexure A-2.
7. That the respondent had made a representation/promise at the time of application for allotment that the possession would be handed over within 24 months of approval of sanctioned plans. Believing such representations at the time of booking as well as the application form, the Complainant kept paying the money as and when demanded by the respondent. However, after four years of booking made in the year 2008 the Floor Buyer Agreement with unilateral clauses was offered for signing to the Complainant in June 2012. Arbitrarily, the date of possession was pushed further and was to now start from the date of agreement. The possession was now to be delivered within 36 months of date of sanction of building plans or execution of the floor buyer agreement whichever is later. It was a one-sided pre-printed agreement and the complainant had no option but to sign on the dotted lines

as four years had already passed from the date of booking and a large amount of money had already been paid to the respondent.

8. That after passage of five years from booking, the construction was sought to be started in the year 2013. A demand of Rs. 3,81,648.75/- was raised on 20.03.2013 against the head "Start of construction". The demand was duly paid within the stipulated time. The Complainant had opted for construction linked plan and the second last mile stone was "on start of brick work" and the said mile was reached on 08.03.2014 as demand of Rs. 3,53,719/- was raised on the said date. The only milestone left before offering possession was "on start of flooring".
9. That by now the Complainant had paid 30,17,528/- against the BSP of Rs 32,81,856/- i.e. 97%. The agony of the Complainant was just starting at that time as the builder had gone into a deep slumber and abandoned the project and stopped taking any steps towards fulfilling its promises and performing its part of the contract. The respondent refused to give any clear answers and was ambiguous in all its replies True copy of demand letter sand payment receipts are attached as Annexure A-3.
10. That the Complainant felt cheated as large amount of his money was misappropriated by the respondent and no clear picture was emerging therefore, the Complainant was constrained to file a police complaint on 07.09.2016. The respondent again misled the Complainant and by giving



false assurances was able to get the complainant to withdraw his police complaints and also got the Complainant to sign a settlement deed on 20.01.2017. That in the settlement deed an uncertain and an open ended clause with regard to delivery of possession was inserted. Under the said clause the company rather than giving a definite date only mentioned that it shall endeavour to offer the possession on or before 30.09.2017 failing which the company would be liable to pay penalty at the same rate as prescribed in the FBA i.e. Rs. 5 per sq. feet of the super built up area. It is submitted that such ambiguous and uncertain clauses in the agreement have no sanctity and was void under Section 29 of Indian Contract Act, 1872. It is submitted that as no possession was offered on or before 30.09.2017, the terms of the settlement were breached, therefore, the parties were put back to the same status as if no settlement had ever been entered into. A true copy of the settlement deed dated 20.01.2017 is enclosed herewith as Annexure A-4.

11. That the Complainant was misled by the misrepresentation and false assurance of the respondent that only a small amount of work remains which will be completed within a short span of time and therefore the Complainant withdrew his complaint before the Police Authorities and signed the settlement deed in good faith. The respondent had no intention to complete the work as would be clear from the fact that till today the respondent is not In a position to handover a legally valid possession of the unit even after



almost eight years of the settlement. The settlement has lost its sanctity and is of no consequence after such a huge delay and the respondent cannot be allowed to exploit the Complainant under the said stale and inconsequential settlement deed.

12. That the Complainant kept approaching the respondent for completing the development works and handing over possession of the unit as he was in dire need of a residential property to accommodate himself and his family members. However, the respondent kept dilly dallying the matter and never gave any clear response as to the date when the possession would be handed over. The respondent initially paid delay penalty @ Rs. 10 Per Sq Feet till September 2020 but after that stopped paying the delay penalty as well. Till the time of filing the complaint before the HREERA the respondent had paid a sum of Rs. 12,41,584/- towards delay penalty charges. However, after September 2020 not even a single penny was paid till the filing of the previous complaint no. 3139 of 2022 and evasive replies as to date of handing over possession were given. That the respondent again assured as late as September 2021 that the possession will be handed over in April 2022 however, in April 2022 i.e. 14 years from the date of booking that the company again wrote that they would endeavour to offer the possession in September 2022. However, the said assurance was also belied as all its



promises were found to be false in the past. The true copy of the emails dated 16.09.2021 and 21.04.2022 are enclosed herewith as Annexure A-5.

13. That as there was no end in sight to the agony of the Complainant, he filed a complaint before this Hon'ble Authority on 24.11.2022. The Complainant's prayer before the Authority was as under:

"a Direct the respondent to pay complainant the delay compensation charges w.e.f 18.12.2015 as per prevailing Rule 15 of IRIERA Rules, 2017 i.e. SBI MCLR + 2% (9.30%) IRIERA Regulations.

b. The respondent to complete pending work, handover the floor and execute the conveyance deed in favor of the complainant at earliest.

c. Direct the respondent to pay the complainant Rs. 8,00,000/- (Rupees Eight Lacs Only) for mental agony / harassment and for deficiency of service and Rs. 50,000/- (Rupees Fifty Thousand Only towards cost of legal expenses; and

d. Pass any other order(s)/Direction(s) that this Hon'ble Court may deem fit and proper in the present facts and circumstances"

The true copy of the complaint no. 3139 of 2022 is enclosed herewith as Annexure A-6.

14. That the respondent contested the matter and filed its reply to the complaint filed by the Complainant. The true copy of the reply is enclosed herewith as Annexure A-7. That during the course of proceedings the Ld. RERA found it fit to appoint a local commissioner to verify whether the Complainants unit was complete in all aspects and accessible via unhindered road. The local commissioner on his visit to the site on 19.04.2025 found that the access to the residential units constructed through green belt can't be said to be unhindered. The true copy of the report of the Local Commissioner is enclosed herewith as Annexure A-8. Moreover, before appointing the Local Commissioner the Authority was apprised about the status of no approved approach road present at the site and to substantiate the same it was submitted that there was a dispute pending before the Civil Judge, Junior Division, Faridabad in Civil suit no. 3184 of 2023 in which the plaintiff had sought an injunction restraining the respondent herein from encroaching the park situated in Block E at sector 81 by constructing a road therein. It was urged that the respondent herein is constructing a road in the park in question without taking any approval from the competent authority. The District Town Planner (DTP) had even directed the respondents herein to restore the site to its original state as per the building plans. The trial court found force in the cause of the plaintiffs and restrained the respondent herein from raising any construction of any passage / road through park/green belt



in question without obtaining approval from the competent authority. The true copy of the order dated 15.12.2023 is enclosed herewith as Annexure A-9. Similarly, another litigation RSA no. 1444 of 2021 relating to the approach road to the block in which the unit of the Complainant is situated was also pending. That all the related documents were placed before the I.d. Authority. The respondent filed its objections to the local Commissioner report. The true copy of the objections filed by the respondent to the local commissioner report is enclosed herewith as Annexure A-10.

15. That during the pendency of the complaint the respondent fraudulently obtained an occupation certificate for the unit in question on 15.12.2023 and offered possession of the unit in question on 30.07.2024 based on the fraudulent OC. It is also pertinent to mention that the respondent had further paid an amount of Rs. 12,67,756/- towards delay penalty during the pendency of the complaint. The true copy of occupation certificate dated 15.12.2023 is enclosed herewith as Annexure A-11. The true copy of the offer of possession dated 30.07.2024 is enclosed herewith as Annexure A-12. The Complainant immediately wrote to the company to provide the occupation certificate as claimed by the company in its offer of possession. It was clearly mentioned that in absence of the approach road as per the layout plan it was impossible to get the occupation certificate and the Complainant had the apprehension that the OC was either a forged one or



was obtained by concealing the factum of non-availability of the approach road. The Complainant further requested the respondent to immediately withdraw the offer of possession and requested not to issue any further offer of possession until a permanent road to VI-1 Block is constructed in accordance with the approved plan. The true copy of the letter dated 14.08.2024 and 23.08.2024 are enclosed herewith as Annexure A-13 & A-14 respectively. That it was only after the Complainant had filed an RTI application that the OC of the unit was provided by the office of DTP.

16. That the OC was issued by architect Rajni Lakhani as any architect from the counsel of architects who is registered with the authority is competent to issue an occupation certificate as per the policy dated 16.11.2022. The said architect deliberately overlooked the fact that the approach road as shown in the approved layout plan was not constructed and the temporary road was illegally constructed on a green belt and the same could not have been said to pass the requirement of law of having an approved motorable road to the unit / block in question. On a grievance raised by the complaint on the CM window portal, the DTP issued a show cause notice to Ms. Rajni Lakhani for issuing the OC without there being a proper/legal access to the units in question. Subsequently, on 14.05.2025 the OC of residential buildings on plot no. VI. 1-11, 12, 14, 15, 16 & 18, Sector 81, Faridabad was revoked and the architect was ordered to withdraw the OC of the subjected plots and the



developer was ordered to not to execute any registration of subject plots. The true copy of the order dated 14.05.2025 is enclosed herewith as Annexure A – 15.

17. That thereafter, the company applied to the DTP for reconsideration of the order of revocation of occupation certificate as mentioned above. While the said representation was pending the architect acted in complete defiance of law and with audacity restored the OC's of the subject units on 23.05.2025. It is submitted that the architect had no authority in law to restore the OC. The true copy of the representation dated 21.05.2025 given by the respondent for re-consideration of order of revocation is enclosed herewith as Annexure P 16. The true copy of the re-issued OC dated 23.05.2025 is enclosed herewith as Annexure A - 17.

18. That the Complainant alongwith other affected allottees filed a complaint against the above said re-issuance of OC. Acting on the said complaint the DTP issued a show cause notice vide memo no. 2546-2547 dated 02.06.2025 to the company as well as the architect. Neither the company nor the architect presented any substantive defence but only asked for repeated time extensions. The DTP by its order dated 08.08.2025 passed an order revoking the OC for residential buildings on plot no. VI. 1-11, 12, 12 A, 14, 15, 16, 17, 18, 19 & 20. The relevant extract of the order dated 08.08.2025 is reproduced as under:-



"In light of the above facts and in continuation of the revocation order dated 14.05.2025, this office hereby revoke the occupation certificates for all the affected plots i.e. VL 1-11, 12, 12 A, 14, 15, 16, 17, 18, 19 & 20 in VL-Block, BPTP colony in Section 81, Faridabad, due to the absence of access as per approved layout plan of the BPTP colony and the concerned is hereby ordered to not to execute any registration of subjected plots"

A true copy of the order dated 08.08.2025 is enclosed herewith as Annexure A-18.

19. That the I.d. Authority proceeded to dismiss the previous complaint filed by the complainant on the sole ground that the parties had entered into a settlement on 20.01.2017 and in view of the settlement the RERA cannot entertain a fresh complaint to override, vary or annul such settlement unless a civil court has declared the settlement deed to be vitiated or void. The I.d. Authority thus, dismissed the complaint as not maintainable under RERA Act, 2016. A True copy of the order dated 26.05.2025 passed in complaint no. 3139 of 2022 is enclosed herewith as Annexure A-19.

20. That the complainant has filed an appeal against the above said order and the appeal is registered as Appeal no. 855 of 2025 titled Sudhir Dahiya Vs. BPTP Ltd. and the same is pending consideration before the Hon'ble Appellate Tribunal.



21. That the present complaint is limited to challenging the offer of possession which was issued during the pendency of the previous complaint and was not a subject matter of the previous complaint. The said complaint was for directing the respondent to complete the work and handover possession alongwith delay penalty as per the Act. The present complaint is on a separate cause of action which is a subsequent event and has arisen during the proceedings in the previous complaint.
22. That the OC was obtained fraudulently it had no sanctity in law and the same has rightly been revoked by the competent authority. The said OC was void ab initio therefore the offer of possession is liable to be declared as null and void and not binding on the rights of the complainant.
23. That alongwith the offer of possession the respondent has raised several demands which are not in accordance with the plot buyers agreement and are therefore liable to be quashed. The respondent has raised the demand for Rs. 1,47,162/- (@ Rs.99.30 per sq. ft.) towards cost escalation. The construction started in September/October, 2013 and was completed in March, 2014 when the demand against the mile stone "Start of Brick Work" was made. This period of five months is the relevant period when the construction material was actually used/purchased However, in the offer of possession a notional period of cost escalation has been taken. It takes a period between April 2009 to April 2012 to arrive at cost escalation figure. It is submitted

that only because there is a clause in the agreement where you can charge the allottee for a particular thing does not mean that you would invoke the said clause only with the object of exploiting and fleecing the allottee without their being any actual delivery of service or incurring of any cost corresponding to the demand raised from the allottee. The cost escalation demanded from the complainant is based on a notional or rather and illusory expense which never occurred.

24. That the respondent has demanded and collected EDC and IDC of Rs. 2,04,005/- and EEDC of Rs. 1,18,345/-. The EEDC was demanded on 17.05.2012. The demand was not accompanied by any corresponding demand by the State Government. That there is a stay operating on the charge and demand of EEDC and the builder had undertaken before the Hon'ble High Court that it would not collect the EEDC charges and would refund the said charges in case already collected till the time the issue is pending before the Hon'ble High Court. It is submitted that the amount of Rs. 1,18,345/- is being utilized by the respondent since 2012 and the same has neither been deposited with the government or refunded to the complainant. The said charge is to be returned to the complainant alongwith interest.

25. That the builder has demanded electrification and STP charges for Rs. 82,040/-. It is submitted that the said charge is not maintainable as it forms



part of the basic sale price and the development charges @ Rs. 145.51/- per sq.ft. super built-up area. The bifurcation of the charge against STP and electrification is an artificial distinction and falls in the category of unfair trade practice.

26. That the respondent has demanded sum of Rs. 1,15,452/- towards GST. The said demand is illegal and is not payable by the complainant. Had the respondent acted in time the possession would have been delivered in 2011-12 as per the booking and the representation by the builder at the time of booking. The change in tax regime during the delay period cannot burden the allottee with an onerous burden and the same is liable to be quashed or payable by the builder.
27. That the respondent had raised a demand of Rs. 2,94,000/- against stamp duty charges. It is submitted that the possession ought to have been delivered in 2011-12 and the stamp duty at the relevant time was much lesser the burden of increased stamp duty and the differential amount between the rates prevalent in the year 2011-12 and 2025-26 is payable by the respondent.
28. That the respondent has mention in the offer of possession that the final super area of the unit is 1482 Sq. ft. against the allotted super area of 1402 Sq. ft. It is submitted that no information of document has been provided by the respondent to show that there has been any increase in the area of the unit and more particularly the net usable area of the unit. It is further

submitted that there is no increase not even an inch in the carpet area of the unit. The respondent has failed to provide the plans (original or revised) to substantiate the increase in area. In absence of any document issued by the competent authority depicting the area at the time of booking /allotment and area after revision of building plans which has resulted in the increasing area. In fact the occupation certificate of the unit in question would show that there is no increase in area rather it is much less (108.286) than the area mentioned in the offer of possession (130.25). Therefore, all the demands calculated on the basis of area of the unit are erroneous and are thus, liable to be set aside.

29. That no such or similar complaint has been filed for the relief sought herein by the Complainant before this Hon'ble Tribunal or any other court of law.

30. Feeling aggrieved, present complaint has been filed.

C.RELIEF SOUGHT

31. That the complainant seeks following reliefs:-

- i. The offer of possession along with the statement of account dated 30.07.2024(Annexure A-12) may kindly be quashed being illegal, arbitrary and against the provisions of the plot buyers agreement.
- ii. The respondent may kindly be directed to issue a fresh offer of possession after obtaining the occupation certificate of the unit.

- iii. The respondent may kindly be directed to refund the charges demanded / collected towards FEDC, Increase in area, GST, Cost escalation and Stamp duty charges.
- iv. The respondent be restrained from levying holding charges and maintenance charges till the actual till the time actual physical possession is rounded over after obtaining OC of the Unit.
- v. Any other relief which the Complainant is entitled for under the Real Estate (Regulation and Development) Act, 2016 and the Haryana State Real Estate (Regulation & Development) Rules, 2017.

D.REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent submitted a detailed reply on 09.01.2026 pleading therein:

32. That the Complainant expressed his interest in booking in the development of the respondent and vide a booking application requested for an allotment of a unit. That at the time of booking, the Complainant was given an inaugural discount of Rs.3.61,150/- as a goodwill gesture by the Respondent. A Copy of the application form dated 29.10.2009 is annexed as Annexure R1.

33. That thereafter, a residential independent floor bearing no. VL-16-GF, located on the Ground Floor, tentatively admeasuring 1402 sq. ft. (now 1482 sq. ft.) being developed by Respondent in the real estate project known under the name and style of "Park 81" situated at Sector 81, Tehsil & District Faridabad, Haryana was allotted vide allotment letter dated 16.03.2010. A Copy of the allotment letter dated 16.03.2010 is annexed as Annexure R2.
34. That thereafter, a Floor Buyer's Agreement dated 19.06.2012 was executed between the Complainant and the Respondent. It is pertinent to mention that the FBA was consciously and voluntarily executed between the parties, without any demur whatsoever. A Copy of the Floor Buyer's Agreement dated 19.06.2012 is annexed as Annexure R3.
35. That the Complainant had paid a sum of Rs.33,38,427.40/- out of the total sale consideration of Rs.40,53,257.78. That at this stage it is categorical to note that the said amount paid by the complainant include timely payment discount of Rs.1,18,809 (Rupees One Lakh Eighteen Thousand Eight Hundred and Nine). The demand letters and the Payment Receipts are annexed as Annexure R4(Colly).
36. That the due date of offer of possession, as per clause 5.1 of the FBA was 36 months from the date of sanction of the building plan or execution of the Floor Buyer's Agreement, whichever is later with an additional grace period

of 180 days for applying and obtaining the occupancy certificate, however, the same was subject to the Complainant having complied with the terms and conditions of the Agreement, force majeure events and other circumstances beyond the control of the Respondent.

37. That the construction of the Unit was hampered due to various circumstances beyond the control of the Respondent company, the benefit of which was bound to be given to the Respondent in accordance with clause 14 of the FBA.

38. That in the year 2012, on the directions of the Hon'ble Supreme Court of India, the mining activities of minor minerals (which includes sand) were regulated. The Hon'ble Supreme Court directed the framing of modern mineral concession rules. Reference in this regard may be taken from the judgment of Deepak Kumar v. State of Haryana, (2012) 4 SCC 629, where the competent authorities took substantial time in framing the rules in case where the process of the availability of building materials including sand which was an important raw material for the development of the said Project became scarce. The respondent was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in

NCR on account of the environmental conditions, restrictions on usage of water, etc. It is pertinent to state that the National Green Tribunal in several cases related to Punjab and Haryana had stayed mining operations including in O.A No. 171/2013, wherein vide Order dated 02.11.2015, mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna River bed. Thus, on account of several orders, directions passed by the various authorities/forum hindered the development of project. Ban by NGT vide order dated 19.07.2016 for 30 days, Ban by Environment Pollution Authority vide order dated 07.11.2017 and 01.11.2019 for 90 days and 4 days respectively and Ban by Hon'ble Supreme Court vide order dated 04.11.2019 for 102 days.

39. That additionally, even before normalcy could resume the world was hit by COVID-19 Pandemic. It led to further challenges to the project with no available labour, contractors etc for the construction of the project. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020 bearing no. 10-3/2020-IDM-I(A) recognized that India was threatened with the spread of Covid-19 pandemic and ordered a completed lockdown in the entire country for an initial period of 21 days which started on March 25, 2020. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Various State Governments, including the Government of Haryana have also enforced



various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities.

40. Despite, after above stated obstructions, the nation was yet again hit by the second wave of Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. That considering the wide spread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021 (103 days), each and every activity including the construction activity was banned in the State. Therefore, it is safely concluded that the said delay of 350 days in the seamless execution of the Project was due to genuine force majeure circumstances and the said period shall not be added while computing the delay. That from the facts indicated above and documents appended, it is comprehensively established that a period of 346 days was consumed on account of circumstances beyond the power and control of the Respondent, owing to the passing of aforesaid Orders by the statutory authorities. All the circumstances stated come within the meaning of force majeure in terms with the Agreement.

41. That respondent has completed the construction of the said project and obtained the occupation certificate on 15.12.2023. A copy of the occupancy certificate dated 15.12.2023 is annexed as Annexure R-5.

42. That the Offer of Possession Letter was duly issued to the Complainant on 30.07.2024. Complainant was obligated to take the possession of the unit within 30 days however the Complainant has failed to do so. Respondent had already paid Rs. 12,41,944 as delayed compensation to the Complainant in terms of the settlement deed. A copy of Offer of Possession Letter dated 30.07.2024 is annexed as Annexure R6.
43. That owing to certain differences, and to fully and finally settle all the disputes, the Parties had arrived at settlement and a Settlement Deed dated 20.01.2017 was executed between both the Parties. A Copy of settlement deed dated 20.01.2017 is annexed as Annexure R7.
44. That the said Settlement Agreement was executed as a full and final settlement of all claims, contentions, and grievances of the Complainant. Moreover, the Respondent Company agreed to pay a sum of Rs. 5/-sq. ft. of super area from 01.10.2017 in case of delay in offer of possession. That it is a matter of fact and record that in accordance with the said Settlement Agreement, the Respondent has credited a sum of Rs.2,80,000/- as compensation to the Complainant and has paid Rs. 12,41,944/- as additional compensation for non-delivery of the Unit, i.e., till date, the Complainant has derived a total benefit of Rs.15,21,944/- on account of the Settlement Agreement.



45. That despite being compensated by the Respondent, the Complainant with malafide intention approached this Hon'ble Authority only to fulfill his greediness. That as per clause 7 of the Settlement Agreement, the Complainant indemnified the Respondent against any claims in future, and the present Complaint has been filed in complete violation of the same.
46. After the settlement between the parties, the respondent had credited the amount as per the settlement in the accounts of the Complainant dated 28.02.2017. It was specifically and expressly agreed that the liabilities and obligations of the Respondent as enumerated in the allotment letter or the Buyer's Agreement stand satisfied. At this instance, it is categorical to note that after the execution of the Settlement Agreement, the FBA stands novated, i.e., the new settlement agreement stands substituted in place of the FBA.
47. That hence, the claim of the Complainant on the basis of the FBA, cannot, under any circumstance be entertained.
48. The Complainant has intentionally distorted the real and true facts in order to get wrongful benefits. No cause of action has arisen or subsists in favor of the Complainant to institute or prosecute the instant complaint. The Complainant have preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the Respondent.

49. That hence, with the execution of the Settlement Agreement and its binding and subsiding nature, this Ld. Authority has no jurisdiction to deal with the present matter.

50. That after the settlement of the matter and the execution of the settlement deed, no cause of action for filing the present complaint remains. The following precedent may kindly be noted: "The matter having been settled, cannot be taken up on merits: Arifur Rahman Khan and Ors. Vs. DLF Southern Homes Pvt. Ltd. and Ors. Civil Appeal Nos. 6239 and 6303 of 2019 Decided on 24.08.2020.

51. That before filing the present Complaints, the Complainant had filed a similar Complaint before this Ld. Authority titled as "Sudhir Dahiya v. BPITP Limited" bearing no. 3139 of 2022 which was disposed off by the Ld. Authority vide Order dated 26.05.2025. The application was filed before the authority in the said complaint on 22.05.2025 under section 151 of CPC for placing on record the objections to the Local Commissioner's Report Dated 21.04.2025. A copy of application 22.05.2025 under section 151 of CPC and judgment dated 26.05.2025 in complaint bearing no. 3139 of 2022 is marked and annexed as Annexure R8 (Colly).

52. That as per Section 11 of the Civil Procedure Code, 1908, no court shall try any suit in which the matter in issue had already been directly and substantially decided in the former suit between the same Parties.

53. Moreover, the complainant was conscious of the fact that the offer of possession had been made to him, however, the complainant failed to raise any issue/grievance at the appropriate time.

54. Present complaint is barred by Order II Rule 2 of CPC, 1908 which categorically notes that the suit once filed, shall include the whole claim. The omission of any of the relief in the complaint will bar filing of such omitted claims at a later stage.

55. That the charges that the complainant is claiming to be illegal are part of the buyer's agreement, however, no issue/grievance was raised by the complainant at the time of institution of the earlier complaint.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

56. Ld. counsel for the parties reiterated the submissions made in their pleadings/reply.

H. ISSUES FOR ADJUDICATION

57. Whether the complaint is maintainable or not?

58. Whether the complainant is entitled to the reliefs sought or not in terms of RERA, Act of 2016? If yes, the quantum thereof.



I. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

59. 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, Authority observes that the complainant booked a unit in the real estate project; "Park-81, Faridabad" being developed by the promoter namely; "Countrywide Promoters Pvt. Ltd. and BPTP Ltd." and in consonance to the same, complainant was allotted unit no. VL1-16-GF, in the project known as "Park-81, Faridabad through allotment cum demand letter dated 16.03.2010. Builder Buyer Agreement was executed between the parties on 19.06.2012. Complainant has paid a total sum of ₹33,38,426/- against the total sale consideration of the unit ₹ 33,63,006/-. An offer of possession was made to complainant on 30.07.2024 after receipt of occupation certificate dated 15.12.2023. Complainant's grievance is that occupation certificate was initially obtained on **15.12.2023** by concealing the factum of non-availability of approach road. As such no permanent road to VL-1 block has been constructed in accordance with approved plan. The offer dated 30.07.2024 has no meaning. Subsequently, occupation certificate stands revoked on 14.05.2025 and present complaint has been filed seeking reliefs as mentioned in para 31 of this order.

60. It is stated in pleadings (para 20 of complaint pleadings) that the present complaint is limited to challenging the offer of possession which was issued



during the pendency of the previous complaint and was not a subject matter of the previous complaint. The said complaint was for directing the respondent to complete the work and handover possession along with delay penalty as per the Act. The present complaint is on a separate cause of action which is a subsequent event and has arisen during the proceedings in the previous complaint.

61. Herein, it is relevant to examine the scope of maintainability of present reliefs/complaint in light of issues/reliefs already decided by the Authority in previous complaint no. 3139/2022. It is the stand of respondent that complaint is barred by OR 2 Rule 2 of CPC, 1908. Complainant was conscious of the fact that the offer of possession had been made to him, however, the complainant failed to raise any issue/grievance at the appropriate time i.e. during pendency of previous complaint no. 3139/2022.

62. Vide previous complaint no. 3139/2022, the complainant has sought following reliefs:-

- a. Direct the respondent to pay complainant the delay compensation charges w.e.f. from 18-12-2015 as per prevailing Rule 15 of HRERA Rules, 2017 i.e. SBI MCLR + 2% (9.30%) HRERA regulations.*
- b. The respondent to complete pending work, handover the floor and execute the conveyance deed in favour by the complainant at earliest.*
- c. Direct the respondent to pay the complainant ₹8,00,000/- (Rupees Eight Lac Only) for mental agony/harassment and for deficiency of*

service and ₹ 50,000/- (Rupees Fifty Thousand only) towards cost of legal expenses; and

d. Pass any other order(s)/ Direction(s) that this Hon'ble Court may deem fit and proper in the present facts and circumstances.

63. Said reliefs were adjudicated by the Authority in its disposal order dated 26.05.2025 observing as follows:-

"36.The Authority has further observed that the Complainant acted in accordance with the Settlement Deed and took steps in furtherance of the settlement:

- i. Complainant availed the benefit of the special credit of ₹2,80,000/- as agreed in the clause 2(i) of the settlement agreement.*
- ii. Complainant also received an amount of ₹12,41,944/- in accordance with clause 2(ii) of the agreement, which clarified that in case of delay in possession, the respondent shall pay the interest accrued on account of delay in handing over of possession of the unit to the complainant.*

These facts demonstrate that the Complainant acted upon the settlement and acquiesced to its terms through his conduct. The principle of "accord and satisfaction" therefore applies, which in legal terms denotes a mutual agreement that discharges pre-existing obligations through a new contract that has been acted upon.

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42. As the Authority has already held that the present complaint is not maintainable under RERA Act, 2016 as such the reliefs claimed by the complainant cannot be granted. Thus, the Authority is not commenting on the merits of this case at this stage,"

64. It is to mention here that offer of possession dated 30.07.2024 supported with Occupation Certificate 15.12.2023 was made by respondent to complainant much prior to the disposal of complaint no. 3139/2022. Issue of

revocation of Occupation Certificate arose on 14.05.2025 which is also prior to date of disposal of complaint no. 3139/2022, i.e. 26.05.2025. Complainant was having ample opportunity to raise grievances pertaining to offer of possession and occupation certificate. Herein, it is important to refer to interim order dated 19.05.2025 passed by the Authority in complaint no. 3139/2022. Said order is reproduced below for reference:-

"1. Vide last order dated 17.02.2025, the Authority had once again directed the respondent to submit a detailed status report regarding the ongoing litigation concerning the approach roads, as specifically pointed out by the complainant in his application dated 11.10.2024. The respondent was also directed to submit the status of the complainant's unit, duly accompanied by relevant photographs.

2. In the present complaint, a Local Commissioner (LC) was appointed to ascertain whether the complainant's unit is complete in all respects and accessible via an unhindered road. In compliance thereof, M/s Protech Consortium was appointed as Local Commissioner for verification. The LC submitted his report in the registry on 21.04.2025. A copy of the said report was provided to both the parties via email dated 08.05.2025.

3. Today, complainant appeared and submitted that the Occupation Certificate, earlier issued by the competent authority, has been withdrawn as per the District Town Planner (DTP) letter dated 14.05.2025. The complainant sought some time to file an application alongwith said communication in the registry in order to substantiate his submissions.

4. Learned counsel for the respondent appeared and submitted that he intends to file rebuttal to the Local Commissioner's report. He submitted that LC in his report has not specifically replied to the queries raised by the Authority and, has not placed any photographs of the approach road to the complainant's unit. He has also not commented on the issue that the access to the unit is unhindered. He further sought time to file an affidavit duly supported with photographs to demonstrate that the road is fully operational

and does not hinder access to the complainant's unit. The request is accepted.

5. After hearing the submissions of both parties, the Authority issues the following directions:

(i) The complainant is directed to file an affidavit proving that the occupation certificate of the respondent has been withdrawn by the DTP, with an advance copy supplied to the respondent.

(ii) The respondent is directed to submit on affidavit a detailed status of ongoing litigation concerning the approach roads, as specifically raised by the complainant in his application dated 11.10.2024.

(iii) Both the parties are directed to submit above referred documents within next two days from today, with an advance copy supplied to the complainant.

(iv) Further, both parties are granted a last opportunity to file any other relevant documents to the case before the next date of hearing.

6. Case is adjourned to 26.05.2025 for final arguments."

65. Perusal of aforesaid order reveals that complainant pursued his grievances pertaining to offer of possession and occupation certificate but intentionally chosen not to include it in complaint/reliefs. It is not the case here that complainant was not aware of the events pertaining to offer of possession and occupation certificate at the time or even prior to disposal of previous complaint no. 3139/2022. The omission of any of the claim/relief in the previous/prior instituted complaint will bar filing of such omitted claims at a later stage. There is no fresh cause of action which was not available to the complainant at time of pendency/disposal of complaint no. 3139/2022.

66. In support, reliance is placed upon judgment dated 15.01.2025 passed by Hon'ble Supreme Court in

Civil Appeal Nos. 372-373 OF 2025 (@S.L.P (C) NOS. 1297-1298 OF 2025)
(@ S.L.P(C) D. No.13548 of 2017) titled as Cuddalore Powergen Corporation
Ltd Versus M/S Chemplast Cuddalore Vinyls Limited And Anr. Relevant
paragraphs are reproduced below for reference:-

"41. The Privy Council in Mohammad Khalil Khan (supra) also discussed the principles governing the applicability of Order II Rule 2 CPC and the several "tests" therefor in detail. On a thorough examination of the reasoning given in several decisions, it was opined that: -

a. The correct test is whether the claim in the new suit is in fact founded upon a cause of action distinct from that which was the foundation of the former suit;

b. Where the question is whether the cause of action in two suits is the same or not, one of the tests that is applied is whether the same evidence would support the claims in both suits. If the evidence required to support the claims is different, then the causes of action are also different;

c. The causes of action in the two suits may be considered to be the same if they are identical in substance and not merely technically identical. Therefore, the application of the rule depends, not upon any technical consideration of the identity of the forms of action, but rather upon a matter of substance.

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44. Therefore, the phrase "cause of action" for the purposes of Order II Rule 2 would mean the cause of action which gives an occasion for and forms the foundation of the suit. If that cause enables a person to ask for a larger and wider relief than that to which he limits his claim, he cannot be permitted to recover the balance reliefs through independent proceedings afterwards, especially when the leave of the court has not been obtained.

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47. On a conspectus of the aforesaid discussion, what follows is that:



- i. The object of Order II Rule 2 is to prevent the multiplicity of suits and the provision is founded on the principle that a person shall not be vexed twice for one and the same cause.
- ii. The mandate of Order II Rule 2 is the inclusion of the whole claim arising in respect of one and the same cause of action, in one suit. It must not be misunderstood to mean that all the different causes of action arising from the same transaction must be included in a single suit.
- iii. Several definitions have been given to the phrase "cause of action" and it can safely be said to mean – "every fact which would be necessary for the plaintiff to prove, if traversed, in order to support his right to the judgment of the Court". Such a cause of action has no relation whatsoever to the defence that may be set up by the defendant, nor does it depend upon the character of the relief which is prayed for by the plaintiff but refers to the media upon which the plaintiff asks the Court to arrive at a conclusion in his favour.
- iv. Similarly, several tests have been laid out to determine the applicability of Order II Rule 2 to a suit. While it is acknowledged that the same heavily depends on the particular facts and circumstances of each case, it can be said that a correct and reliable test is to determine whether the claim in the new suit is in fact founded upon a cause of action distinct from that which was the foundation of the former suit. Additionally, if the evidence required to support the claims is different, then the causes of action can also be considered to be different. Furthermore, it is necessary for the causes of action in the two suits to be identical in substance and not merely technically identical.
- v. The defendant who takes shelter under the bar imposed by Order II Rule 2(3) must establish that (a) the second suit was in respect of the same cause of action as that on which the previous suit was based; (b) in respect of that cause of action, the plaintiff was entitled to more than one relief; and (c) being thus entitled to more than one relief, the plaintiff, without any leave obtained from the Court, omitted to sue for the relief for which the second suit had been filed.
- vi. The defendant must also have produced the earlier plaint in evidence in order to establish that there is an identity in the causes of action between both the suits and that there was a deliberate relinquishment of a larger relief on the part of the plaintiff.



vii. Since the plea is a technical bar, it has to be established satisfactorily and cannot be presumed merely on the basis of inferential reasoning."

67. In view of the aforesaid reasoning/discussion, Authority concludes that no fresh cause of action arose in favor of complainant to claim the current reliefs. All claims/grievances were in knowledge of complainant at time of pendency/disposal of previous complaint no. 3139/2022. Now, at this stage, complainant cannot be allowed to widen the scope of his issues/claims again by filing fresh complaint.

68. Since the complainant has been re-agitating on settled issues, it would be appropriate to elucidate the statutory implications and judgments on this.

Having considered the pleadings, the Settlement Deed executed between the parties in the year 2017, the earlier proceedings before this Authority culminating in the order dated 26.05.2025 and the reliefs sought in the present complaint, the following are being elucidated:

a. Whether the present proceedings are barred by the principles of res judicata, issue estoppel, cause-of-action estoppel and finality of adjudication;

b. Whether the present complaint constitutes re-litigation and abuse of the process of the Authority.

69. As such, the principles of res judicata are not confined in their operation to conventional civil suits. In *Hope Plantations Ltd. v. Taluk Land Board*,



(1999) 5 SCC 590, the Supreme Court held that principles of res judicata and estoppel are founded upon public policy and justice, and apply equally to proceedings before administrative and quasi-judicial authorities. Once an issue has been finally determined, the parties cannot litigate either the same cause of action or an issue necessary to the earlier determination; their remedy is to approach the higher forum. This is precisely the position here.

The present proceedings are therefore, also barred by issue estoppel. To the extent that the same underlying disputes and reliefs are sought to be resurrected, the proceedings are equally barred by cause-of-action estoppel and the broader principle of res judicata.

Any plea which was available to the complainant and which could and ought to have been raised in the earlier proceedings is also subject to the principle of constructive res judicata. The Hon'ble Supreme Court in State of U.P. v. Nawab Hussain, AIR 1977 SC 1680 held that a party cannot split its grounds and subsequently raise, against the same opponent and on the same cause of action, a plea which might and ought to have been raised earlier.

70. Section 31 of the RE(R&D) Act, 2016 permits a complaint before the Authority for a violation or contravention of the provisions of the Act, Rules or Regulations. It does not confer upon the Authority a general civil jurisdiction to adjudicate every dispute arising between a promoter and

allottee merely because their relationship originally arose from a real-estate transaction.

71. In *K.K. Modi v. K.N. Modi*, (1998) 3 SCC 573, the Hon'ble Supreme Court unequivocally held that re-litigation of an issue already tried and decided amounts to an abuse of the process of court. The Court explained that such re-agitation may constitute abuse of process even where the technical bar of *res judicata* may not strictly apply. Frivolous or vexatious proceedings may therefore be stopped summarily where the machinery of adjudication is being used for vexation or oppression.

The principle was reiterated in *M. Nagabhushana v. State of Karnataka*, (2011) 3 SCC 408, where the Supreme Court held that an attempt to re-agitate issues already considered and rejected constitutes a clear abuse of process, apart from being barred by *res judicata*, constructive *res judicata* and principles analogous thereto.

This doctrine serves an important institutional purpose. Judicial and quasi-judicial forums cannot permit a litigant, dissatisfied with an adverse order, to recommence substantially the same proceedings before the same forum merely by assigning a fresh complaint number.

72. The principle is captured by the maxim: *interest reipublicae ut sit finis litium*- it is in the interest of the State that litigation must come to an end. The Authority must, however, preserve one important distinction. A

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settlement/already decided disputes does not grant perpetual immunity from future statutory obligations. If an event occurring after the settlement, or after the order dated 26.05.2025, constitutes an independent violation of the RERA Act, a fresh complaint may be maintainable on that independent cause of action. Likewise, where a statutory obligation is continuing in character and cannot lawfully be contracted out of, the mere existence of a settlement would not necessarily bar statutory relief. But such is not the present case.

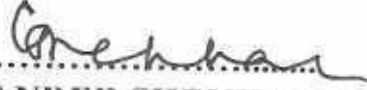
73. For the reasons recorded hereinabove, this Authority holds that:

- (i) the disputes covered by the Settlement Deed of 2017 stood resolved between the parties and, having been acted upon, attracted the principle of accord and satisfaction;
- (ii) the finding to that effect recorded by this Authority in its order dated 26.05.2025 attained binding force inter parties unless reversed or modified by the competent appellate forum;
- (vi) the filing of substantially identical proceedings after an earlier adjudication, without evidencing any new cause of action, constitutes re-litigation and abuse of the process of this Authority within the principles laid down by the Supreme Court in *K.K. Modi v. K.N. Modi and M. Nagabhushana v. State of Karnataka*;

(vii) No fresh or independent statutory cause of action having been demonstrated in the present complaint, the same is not maintainable.

Accordingly, the present complaint is dismissed as not maintainable.

74.**Disposed of.** File be consigned to the record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S. SACHDEV
[CHAIRMAN]