

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 613 of 2024

Date of Decision: September 08, 2026

Puri Construction Pvt. Ltd. having Office at 4- 7 B, Ground Floor, 15 & 17, Tolstoy Marg, New Delhi- 110001.

...Appellant-promoter

Versus

1. Harish Jaggi

2. Anjali Jaggi

Both R/o House No. B- 249, GK- I, New Delhi- 110048.

...Respondent-allottees.

3. Haryana Real Estate Regulatory Authority, Gurugram having Office at New PWD Rest House, Civil Lines, Gurugram, Haryana, 122001.

...Respondent-Authority

CORAM:

Justice Rajan Gupta
Dinesh Singh Chauhan

Chairman
Member (Technical)

Present: Mr. Vipul Sharma, Advocate for the appellant.

Mr. Shubnit Hans, Advocate with
Mr. Anjanpreet Singh, Advocate for
respondents No. 1 and 2.

None for respondent No. 3-Authority

ORDER:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 07.08.2024 passed by the Authority¹ at Gurugram in Complaint No. 588 of 2024.

Operative part thereof reads as under:

“After careful perusal of the above, it is considered that all the transactions between the parties against the unit in question come to an end after payment of Rs.15 Lac to the complainants. Therefore, after amicable settlement of all the issues between the parties before the Hon'ble Appellate Tribunal on 08.08.2023, any further demand w.r.t payment of balance sale consideration cannot be held valid and is hereby set aside. However, the respondent can demand applicable

¹Haryana Real Estate Regulatory Authority, Gurugram.

charges i.e., stamp duty and registration charges from the complainants for execution of conveyance deed in their favour.

In view of the above, the respondent is directed to get the conveyance deed executed in favour of the complainants in terms of section 17 (1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within a period of 30 days.

Matter stands disposed of. File be consigned to registry.”

2. Factual matrix of the case is that the respondent- allottees booked a residential unit in the project, namely, Diplomatic Greens launched by the appellant- promoter in Sector 110A and 111 at Gurugaoon.. The due date of possession was 10.11.2015. Possession was delayed and eventually offered on 16.01.2017. Aggrieved by the delay, the respondent-allottees filed Complaint No. 2167 of 2021 before the Authority seeking delay possession charges (DPC). Vide order dated 17.05.2022, the Authority directed the promoter to pay DPC from the due date of possession till the date of offer i.e., 16.01.2017, plus two months. Challenging the said order, the appellant-promoter preferred Appeal No. 495 of 2022 before this Tribunal and on 08.08.2023, the parties entered into a settlement recorded by this Tribunal, whereby, the appellant-promoter agreed to pay a lump-sum amount of ₹ 15,00,000/- to the respondent-allottees “for settlement of all issues”. The respondent-allottees have received the said settlement amount. Thereafter, despite repeated requests and e-mails by the respondent-allottees for execution of the conveyance deed, the appellant-promoter did not come forward to execute the conveyance deed, which constrained the respondent-allottees to file Complaint No. 588 of 2024 before the Authority seeking a direction to the promoter for execution of the conveyance deed.

3. The appellant- promoter contended before the Authority that the settlement arrived at before the Hon’ble Tribunal pertains only to the

issues relating to delay possession charges and the respondent-allottees' are liable to pay the balance sale consideration along with interest.

4. After considering rival contentions of the parties, the Authority disposed of the complaint vide the impugned order, operative part whereof has been reproduced in para 1 of this order.

5. Aggrieved by the impugned order, the appellant- promoter has preferred the instant appeal before this Tribunal. The precise grievance is that the Authority has erred in holding that payment of Rs. 15 lakh extinguished all claims relating to the unit. It is further pleaded that the earlier settlement addressed only DPC issues and did not affect the respondent-allottees' subsisting contractual obligation to pay the balance sale consideration, and that execution of the conveyance deed ought to have been directed subject to payment of the balance consideration.

6. We have heard the learned counsel for the parties and carefully examined the record of the case.

7. On 22.07.2026, this Tribunal recorded that the only surviving issue was, whether the conveyance deed could be executed on payment of the balance consideration of approximately ₹ 1,00,000/-, as stated by the appellant-promoter.

8. The appellant-promoter does not dispute its obligation to execute the conveyance deed, subject to payment of the aforesaid amount.

Thus, the refusal of the respondent-allottees to get the conveyance deed executed merely because a paltry sum remains unpaid, is unreasonable.

9. In view of the above discussion, the appeal is allowed. The impugned order is modified to the extent that the respondent-allottees shall pay balance consideration of Rs.1,00,000/- to the promoter within 30 days and thereafter, the appellant-promoter shall execute and

register the conveyance deed in favour of the respondent-allottees, subject to the payment of stamp duty and registration charges within a further period of 90 days of uploading of this order.

10. Copy of this order be sent to parties/their counsel and the Authority below.

11. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

September 08, 2026

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