

PROCEEDINGS OF THE DAY		4
Day and Date	Tuesday and 08.09.2026	
Complaint No.	CR/2104/2025 Case titled as Kadimi International Private Limited VS Emaar India Limited	
Complainant	Kadimi International Private Limited	
Represented through	Shri Amit Bhagat Advocate	
Respondent	Emaar India Limited	
Respondent Represented	Shri Dhruv Rohatgi Advocate	
Last date of hearing	04.08.2026	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceeding-cum-order

The present complaint has been received on 25.04.2025 and the reply on behalf of respondent was received on 24.09.2025.

The counsel for the complainant submits that the respondent be directed to refund the entire amount of Rs. 1,45,57,468/- paid by the complainant towards the subject unit, along with interest at the prescribed rate from the respective dates of payment till the date of realization. It is submitted that the respondent failed to hand over possession of the unit within the stipulated period and that, vide letter dated 26.12.2014, while intimating the offer of possession, the respondent increased the size of the unit from 1489.77 sq. ft. to 1507.96 sq. ft., thereby enhancing the total consideration. It is further submitted that the respondent demanded a fixed deposit of Rs. 8,85,210/- with a lien in its favour towards HVAT, although the issue relating to HVAT was then pending adjudication before the Hon'ble High Court of Punjab and Haryana. The complainant contends that the demand towards HVAT, without any crystallized liability at that stage, was illegal and contrary to the terms of the Agreement, which was objected to by the complainant vide letter dated 22.05.2015. It is further submitted that the respondent failed to hand over possession of the unit and resolve the aforesaid issues. Thereafter, vide letter dated 03.01.2019, the complainant sought handover of the unit along with compensation; however, no response was received from the respondent.

The counsel for the respondent has filed written submissions, which are taken on record. It is submitted that the present complaint is not maintainable for want of jurisdiction of the Authority under the Real Estate (Regulation and Development) Act, 2016 (hereinafter, "the RERA Act") in respect of the project



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह सिविल लाईंस गुरुग्राम हरियाणा

"Palm Square", as the project had already received the Occupation Certificate on 22.12.2014, i.e. prior to the coming into force of the RERA Act and the Rules framed thereunder, and therefore the project does not fall within the ambit of an "ongoing project".

The counsel for the respondent further submits that the complainant had earlier invoked arbitration proceedings against the respondent bearing Case Ref. No. DAC/3216/9-21, which were adjudicated by the Ld. Sole Arbitrator vide Award dated 04.07.2023. It is submitted that the claims raised by the complainant in the present proceedings substantially arise out of the same transaction, agreement and alleged delay in handing over possession, which were already the subject matter of the aforesaid arbitration proceedings.

Vide Award dated 04.07.2023, the Ld. Sole Arbitrator allowed the claims of the complainant towards delay in handing over possession for the period from 01.05.2012 to 27.03.2015 and awarded compensation of Rs. 35,41,241/- calculated at the rate of 9% per annum on the amount paid by the complainant. The Ld. Arbitrator further directed that the amount of Rs. 11,26,857/- payable by the complainant towards stamp duty/registration charges be set off against the aforesaid amount and directed payment of the balance amount of Rs. 24,14,384/- to the complainant, along with simple interest @ 7% per annum from the date of filing of the Statement of Claim till the date of the Award and future simple interest @ 9% per annum from the date of the Award till recovery. The respondent was also directed to pay arbitration costs of Rs. 4,00,000/-. The respondent submits that the aforesaid Award was duly complied with and the awarded amount of Rs. 31,06,033/- was paid to the complainant through online transfer dated 10.11.2023.

It is further submitted that the reliefs and issues raised in the present complaint were either directly or substantially in issue before the Ld. Sole Arbitrator and stood finally adjudicated vide Award dated 04.07.2023. Hence, the present complaint is barred by the principle of res judicata. It is also submitted that the principal relief sought by the complainant in the arbitration proceedings was refund, with possession being sought as an alternate relief. The Ld. Arbitrator, upon adjudication of the dispute, granted relief in favour of the complainant towards compensation for delay and directed the consequences as recorded in the Award. Therefore, the complainant cannot seek a fresh adjudication of the same dispute before this Authority by claiming refund on the same cause of action.

Arguments heard.

After consideration of all the facts and circumstances, Authority is of view that that the project "Palm Square" had obtained the Occupation Certificate from the competent authority on 22.12.2014, i.e. prior to the coming into force of the RERA Act, 2016 and the Rules framed thereunder. The project, therefore, does not fall within the category of an "ongoing project" to which the provisions of the RERA Act would apply. Consequently, the present complaint, insofar as it seeks adjudication of disputes arising out of the said project, is not maintainable before this Authority.

Even otherwise, the record shows that the complainant had already invoked arbitration in respect of the same transaction and the disputes arising therefrom, and the said proceedings culminated in the Award dated 04.07.2023 passed by the Ld. Sole Arbitrator. The issues relating to delay in possession and the consequential monetary reliefs arising from the same cause of action were considered and adjudicated in the said proceedings. The respondent has also complied with the Award by making payment of the amount awarded thereunder.

In view of the above, the complainant cannot seek a second adjudication of the same cause of action and substantially the same reliefs before the Authority.

Accordingly, the present complaint is held to be not maintainable, both on account of the project having obtained the Occupation Certificate prior to the coming into force of the RERA Act and, independently, on account of the dispute having already been adjudicated in arbitration and being barred by the principle of res judicata.

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



Arun Kumar
Chairman
08.09.2026