BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision: 29.09.2026

NAME OF THE BUILDER: M/s Splendor Landbase Limited			
PROJECT NAME: "Spectrum One", Sector 58, Gurugram			**APPEARANCE**
1	CR/3166/2025	Mrs. Vijay Maheshwari Vs. Splendor Buildwell Private Limited, Ishayu Builders and Developers Private Limited, Jones Lang LaSalle Property Consultants India Pvt Ltd, and Anita Khanna	Mr. Kunal Jain **(Complainant)** Ms. Shriya Takkar & Ms. Kanika **(Respondent no. 1 & 2)** Sh. Deepak Singh & Tushar Yadav **(Respondent no. 3)** Sh. Varun Kathuria **(Respondent no. 4)**
2	CR/3173/2025	Mrs. Vijay Maheshwari Vs. Splendor Buildwell Private Limited, Ishayu Builders and Developers Private Limited, Jones Lang LaSalle Property Consultants India Pvt Ltd, and Anita Khanna	Mr. Kunal Jain **(Complainant)** Ms. Shriya Takkar & Ms. Kanika **(Respondent no. 1 & 2)** Sh. Deepak Singh & Tushar Yadav **(Respondent no. 3)** Sh. Varun Kathuria **(Respondent no. 4)**
3	CR/3180/2025	Mrs. Vijay Maheshwari Vs. Splendor Buildwell Private Limited, Ishayu Builders and Developers Private Limited, Jones Lang LaSalle Property Consultants India Pvt Ltd, and Anita Khanna	Mr. Kunal Jain **(Complainant)** Ms. Shriya Takkar & Ms. Kanika **(Respondent no. 1 & 2)** Sh. Deepak Singh & Tushar Yadav **(Respondent no. 3)** Sh. Varun Kathuria **(Respondent no. 4)**

CORAM:

Shri Arun Kumar — Chairman

ORDER

1. This order shall dispose of all the 3 complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects, namely, '"Spectrum One", Sector 58, Gurugram' being developed by the same respondent-promoter i.e., M/s Splendor Buildwell Private Limited. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking delay possession charge along with prescribed rate of interest.
3. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
4. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of lead case ***CR/3166/2025 at serial no. 1 titled as Mrs. Vijay Maheshwari Vs. Splendor Buildwell Private Limited, Ishayu Builders and Developers Private Limited,***

Jones Lang LaSalle Property Consultants India Pvt Ltd, and Anita Khanna. are being taken into consideration for determining the rights of the allottees qua delay possession charge, and other reliefs sought by the complainants.

A. Unit and project related details.

5. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/3166/2025 at serial no. 1 titled as Mrs. Vijay Maheshwari Vs. Splendor Landbase Limited, Ishayu Builders and Developers Private Limited, Jones Lang LaSalle Property Consultants India Pvt Ltd, and Anita Khanna

Sr. No.	Particulars	Details
1.	Name of the project	"Spectrum One", Sector 58, Gurugram
2.	Nature of the project	Commercial Project
3.	RERA Registered/ not registered	Registered Vide 376 of 2017 dated 07.12.2017 Valid till 31.12.2018
4.	Agreement for sale **(not executed)**	12.03.2020 (Page 64 of complaint)
5.	Unit no. of all the above mentioned complaints	Office Space 410, 411 & 412, 4th floor, Tower- "South"
6.	Possession clause	NA
7.	Due date of possession	NA
8.	Unit area admeasuring	3114 sq. ft. (Super Area)
9.	MoU **(not executed)**	09.10.2019 (page 79 of complaint)
10.	Assure return Clause	*3.Developer assures Rs. 50.63/- (Rupees Fifty and Sixty-Three Paisa) per sq.ft. per month as a rental to Allotee from 05/09/2020 till the said unit is leased. Thereafter the actual rental shall be paid by the developer as per the lease deed) till the rent commencement, subject to the full and final payment as mentioned in clause 2,10,11(A) & 11(B).* *Developer has assured the Allottee that the building shall be leased within 6 months from*

		the date of execution of this MOU. In case the building is not leased in stipulated time, then the Developer will pay Rs. 50.63/- (Rupees Fifty and Sixty Three Paisa) per sq.ft. per month as an assured return to the Allottee from 06/09/2020 til the Said Unit is leased out to the prospective Lessee(s). The above assured rental for first 6 months shall be discounted from payments made to the developer at the rate of Rs. 50.63/- (Rupees Fifty and Sixty-Three Paisa) per sq.ft. *In case the above mentioned are is not leased within 6 months, subsequently with every passing month Rs. 50.63/- (Rupees Fifty and Sixty-Three Paisa) per sq.ft. will be deducted from the amount payable by allotee to developer.*
11.	Due date of delivery of Possession	NA
12.	Total sale consideration as per buyer agreement	Rs. 46,71,000/- (As per page no. 68 of complaint)
13.	Amount paid by the complainant	Rs. 77,85,000/- As per page 71 of reply of respondent no. 1 and 2)
14.	Occupation Certificate	Not on record
15.	Offer of Possession	Not Made
16.	Conveyance deed executed in favor of third party of all the Office Space 410, 411 & 412, 4th floor, Tower- "South	19.12.2023
17.	Cancellation via email on the request of the complainant	18.08.2023

B. Facts of the complaint

6. The complainant has submitted as under:

i. That Splendor Buildwell Private Limited (hereinafter referred to as 'respondent no. 1') is a company incorporated under the provisions of the Companies Act, 1956 & is engaged in real estate activities, encompassing the buying, selling, renting, and operation of self-owned or leased real estate.

ii. That Ishayu Builders and Developers Private Limited (hereinafter referred to as 'respondent no. 2') is a company incorporated under the provisions of the Companies Act, 1956 & is engaged in real estate activities, encompassing the buying, selling, renting and operating of self-owned or leased real estate.

iii. That **Jones Lang LaSalle Property Consultants India Pvt Ltd** (hereinafter referred to as 'respondent no. 3') is a company incorporated under the provisions of the Companies Act, 1956 & is engaged in provision of real estate brokerage & maintenance services. respondent no. 3 is a HRERA registered real estate agent bearing registration number: 410 of 2017 dated 27.09.2017, renewed on 26.09.2022.

iv. That Anita Khanna W/o Ravi Khanna R/o D-92 South City-I, Gurugram-122001, Haryana is the subsequent purchaser of the unit allotted to the Petitioner herein.

v. That the respondent no. 2 is the owner of the land measuring 6.775 acres situated in Sector-58 in the revenue estate of Village Behrampur, Tehsil Sohna and District Gurugram, Haryana (hereinafter referred to as 'said land').

vi. That the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as 'DTCP') had granted License No. 82 of 2010 dated 12.10.2010 (hereinafter referred to as 'said license') to Respondent No. 2 for development of an IT/Cyber Park colony on the said land. The building plan of the IT Park colony on the said land had been approved by the DTCP vide Memo No. ZP-669/AD(RA)/2013/32000 dated 01.03.2013 and the revised building has been approved by DTCP vide Memo No. ZP-669/SD(BS)/2018/12236 dated 19.04.2018.

vii. That in pursuance to the terms and conditions of the aforesaid license, respondent no. 2 out of the total licensed land of 6.775 acres, had transferred land admeasuring 1.7793 acres forming part of the Sector/Master Plan/Service Road has been transferred free of cost by respondent no. 2 to the HUDA and the remaining area of 4.9957 Acres has been the net planned area. In pursuance of the above said License, respondent no. 2 had decided to construct and develop the Cyber / IT Park colony on the said land.

viii. That respondent no. 1 developed and constructed South Tower B & North Tower D on land admeasuring 1.7457 Acres out of the net planned area consisting of IT Office Spaces (hereinafter referred to as 'the Complex') under name and style of 'Splendor Spectrum one'. Furthermore, respondent no.1 and respondent no.2 vide application dated 09.09.2015 before DTCP Haryana applied for the change of developer in the said license in the favor of respondent no.1 and two other co-developers as per policy dated 18.02.2015 and the same was granted by DTCP Haryana vide Memo No.LC- 1492-JE (VA) - 2018/16226-29 dated 01.06.2018. That respondent no.1 had registered the Complex with Haryana Real Estate Regulatory Authority vide registration no. 376 of 2017 dated 07.12.2017 and received the occupancy certificate by the DGTCP vide Memo No. ZP-669-Vol-II/SD(DK)/2019/215058 dated 06.09.2019.

ix. That on the basis of the representations & assurances made by the respondents & in particular the respondent no. 3 (who were the sole broker to the said deal), on 05.03.2020, the complainant paid an amount of Rs. 25,95,000 vide cheque number 000007 dated 5.03.2020 drawn on HDFC Bank, for allotment of office unit bearing no. 410 admeasuring to 1038 sq. feet of super area on fourth floor of

tower south under name and style of 'Splendor Spectrum one' at Sector- 58 Gurgaon (hereinafter referred to as 'the Project'). A letter of allotment dated 5.03.2020 was issued by the respondent no. 1 to the petitioner. Further, the complainant entered into a tripartite agreement for sale dated 12.03.2020 with respondent no. 1 & 2.

x. That along with the provision of letter of allotment dated 5.03.2020, the respondent no.1 through the respondent no. 3 (the exclusive brokers to the said deal on whose explicit assurances the petitioner had made the said investment), handed over an unsigned Memorandum of Understanding (MOU) dated 09.10.2019 (on stamp paper dated 05.03.2020) vide an email dated 5.03.2020.

xi. That by virtue of the said MOU, the complainant transferred her leasing rights to respondent no. 1 for all the above 3 units including office unit no. 410. That it is pertinent to mention herein that the balance amount mentioned herein above, is the cumulative balance amount for all 3 units.

xii. That in the said MOU, duly provided by the respondent no. 1 through the respondent no. 3, the respondent no. 1 confirmed and assured the petitioner that the said units shall be leased within 6 months from the date of execution of MOU, along with the assured rental on the said units; including unit no. 410. respondent no. 1 assured Rs.50.63/- per sq. ft. per month as a rental to the petitioner from 06.09.2020 till the said unit is leased.

xiii. That although the obligation to pay assured return as mentioned in the MOU was a sine qua non, basis which the complainant agreed to make the investment in the project of the respondents, the respondent no.1 fraudulently did not return a signed copy of the MOU inter-alia. That realizing the mischief played by the respondent

no.1, the complainant then profusely requested the respondent no. 3 who had brokered the transaction and demanded that the entire paperwork, including execution of the MOU be completed at the earliest in light of understanding between the parties. That the petitioner was assured by the respondent no. 3 that the delay in execution of paperwork is solely on account of Covid-19 pandemic and there is no ill-will at the end of the respondent no.1 and unequivocally assured that the complete paperwork including the signed copy of the MOU shall be handed over to the petitioner at the earliest possible.

xiv. That as the petitioner was neither in receipt of the signed copy of the MOU nor was any intimation received for execution of the conveyance deed of the units in favor of the petitioner, even after a lapse of six months, and the time period for start of payment of the assured return agreed between the parties had arrived, the petitioner through her husband, Mr. Arun Maheshwari wrote an email dated 5th October 2020 to the respondent no. 3 expressing anguish at this delay in sharing the entire paperwork and demanding that the issue be resolved at the earliest.

xv. That a meeting was then fixed with one Mr. Bhatia of the respondent no.1 company in December, 2020 who claimed that in event of continuing default, the entire money paid by the petitioner shall be refunded along with the committed return. However, this commitment was again not honored, as neither the complete paperwork was handed over nor the committed refund made.

xvi. That the petitioner, her husband and her son, Mr. Varun Maheshwari made all possible efforts to follow up on the transaction through respondent no. 3 including writing an email dated 05.07.2021 to Ms

Radha Dhir (CEO & Country Head of the respondent no. 3). Ms. Dhir by an email dated 05.07.2021 assured a team is looking into the matter and will revert shortly. Pursuant to intervention of Ms. Dhir, an email dated 02.08.2021 was addressed by one Mr. Samrath Bhatia of the respondent no. 3 company, which recorded that the respondent no.1 had defaulted on multiple occasions and on multiple commitments made. An email dated 4th August 2021 was also addressed by petitioner's son, Mr. Varun Maheshwari, to the respondent no. 3 as well as representatives of the respondent no.1 expressing anguish at the repeated default.

xvii. That shockingly, on 04.08.2021, an amount of Rs.20 lakhs reflected in the account of the complainant, without any intimation or communication from the respondent no. 1. Upon subsequent discovery and verification from the bank, it was revealed that the payment has been remitted by the respondent no.1. That vide email dated 21.10.2021, the petitioner (through email addressed by her son) acknowledged payment of Rs.20 lakhs and further drew the attention of the respondent no.1 and JLL to the fact that as per the minimum assured return provided in the MOU and committed to the petitioner basis which the investment was made, an amount of Rs.31,53,236/- is payable upto October, 2021 for all 3 allotted units. Further, additional amount was payable on account of deficient lease rental return. The respondent no.1 was thus called upon to pay the balance amount as per agreement between the parties.

xviii. That the petitioner continued to follow up with the respondent no.1, however the default at the end of the respondent no.1 continued. Finally, another interim payment of Rs. 10,00,000/- was made by the respondent no. 1 on 23.03.2022. Furthermore. & even more

shockingly, the respondent. no. 1 unilaterally & on its own accord paid a further amount of Rs.47,85,000/- into the account of the petitioner, claiming the same to be towards full and final settlement. The respondent no.1 unfairly offered that a refund of only the principal amount i.e. Rs. 77,85,000/- be accepted by the petitioner, even though the amount was paid by the petitioner to the respondent no.1 company nearly more than three years back and substantial appreciation in the value of the subject units had taken place. That the respondent no. 1 then sent an email on 18.08.2023 stating that the issued allotment letter & the executed agreements had been treated as cancelled & all amounts paid by them were towards a purported "refund". That since this entire one-sided onerous movement & interpretation of documents executed inter-se the parties were totally unacceptable to the complainant, she promptly returned the said amount of Rs. 47,85,000/- back to the bank account of the respondent no. 1 & intimation of such a return was duly made vide an email dated 22.08.2023. That the said Email pertaining to a purported refund was rejected by the petitioner (through her son) vide emails dated 18.08.2023 & 22.08.2023.

xix. That from the facts narrated above, it is clear that the respondent No.1 on one pretext or the other has been running away from its contractual objections to execute and register conveyance deeds of the subject units in favor of the petitioner as well as to pay the committed return to the petitioner. That the unilateral payment of Rs. 48,75,000/- made into the account of the petitioner, indicates that the respondent no.1 had the intent to sell/offer for sale/transfer the subject units to another purchaser at an escalated price, which they eventually did. The respondent no.1 has acted in bad faith.

xx. That it is pertinent to note that the respondent no. 3 is also in direct connivance with the respondent no. 1. It was solely on the basis of explicit assurances provided by the respondent no. 3 including specific assurance regarding compliance of the MOU terms inter-alia, that the payment was paid in the first place by the petitioner to respondent no. 1.

xxi. That the factual position is that the respondent no. 3 sold three office units (including the present impugned unit no. 410), to the petitioner, on a false pretext that they would get minimum assured return @ Rs. 50.63/- per sq. ft per month from 6.09.2020 till the said unit is leased within 6 months, subsequently with every passing month Rs. 50.63/-per sq. ft will be deducted from the amount payable by the allottee to the developer; thereby committing a clear fraud. Therefore, the respondent no. 3's RERA Registration license should be revoked by this Authority, in accordance with Section 9(7) of the Real Estate (Regulation & Development) Act 2016, with immediate effect.

xxii. That attention of this Court is brought to the tripartite agreement for sale dated 12.03.2020 with the respondent no. 1 & 2 The said agreement states:

- *"...1.3 The Total Sale Consideration of Rs. 46,71,000/- has been/shall be paid by the Buyer to the Company, in the following manner:*
- *Rs. 25,95,000/- vide Cheque No. 000008 dated 05/03/2020 drawn on HDFC Bank, on execution of this Agreement, the receipt whereof is hereby admitted and acknowledged by the Company;*
- *Rs. 20,76,000/- is payable on signing of LOI with the prospective Lessee(s) by the Developer...."*

xxiii. That a bare perusal of the above-mentioned clause clarifies that the respondent no. 1 could not have unilaterally terminated the petitioner's allotment of unit no. 410. It is submitted that the petitioner is still willing to pay payments towards stamp duty and

statutory registration charges for the registration of the conveyance deed as well as other charges payable pursuant to receipt of the possession of the subject units, in terms of the agreement.

xxiv. That shockingly, in complete violation of the executed documents, the respondent no. 1 in connivance with the respondents no. 2 & 3, cheated the complainant by further selling allotted unit no. 410 by executing a conveyance deed of the same in favour of the respondent no. 4.

xxv. That in the interest of full disclosure, the petitioner herein invoked Arbitral Proceedings under the Arbitration and Conciliation Act, 1996 by filing an Arbitration Case before the Delhi International Arbitration Centre (DIAC) vide Case Ref. No. DIAC/8668/07-24 for the following 3 claims:

- *Claim No. 1: Declare that Conveyance Deed further executed with Respondent No. 4 herein as are illegal & invalid in the eyes of law*
- *Claim No. 2: A sum of Rs. 93,68,264/- as assured return amount be awarded in accordance with the terms of the MOU*
- *Claim No. 3: Refund the amount deposited by the Claimant along with interest.*

xxvi. That vide an Order dated 23.06.2025 the Ld. Arbitrator adjudicated an Application filed by the respondent no. 1 herein u/s 16 of the Arbitration and Conciliation Act, 1996 and pronounced that claim no. 1 & 2 (as mentioned above) of the petitioner are not arbitrable and beyond the scope of reference of arbitration, and the same are incapable of being adjudicated upon by arbitration. The Hon'ble Tribunal also stated that: "...Needless to add however that the rejection of the Claim Nos.1 and 2 of the SoC relating to cancellation and voidance of the Conveyance Deeds/Agreement to Sell is based on the non-arbitrability of that claims and would not bar the Claimant making such claim against the Respondents as well as the

third party purchasers, subsequent purchaser of the said Units by way of appropriate civil proceedings /legal proceedings as may be permissible in accordance with law...".

xxvii. That therefore the present proceedings are not barred by any principle or proposition of law.

xxviii. That it is therefore apparent that the respondent no. 1, who despite multiple requests on calls, emails and during physical meetings by the petitioner i.e., a senior citizen lady of 70 years old, are ignoring/shying away from fulfilling their contractual obligations, without any culpability of the petitioner. Hence, the petitioner has clearly established a prima facie case in her favor.

xxix. The balance of convenience also lies in favor of the Petitioner and against the respondents, since respondent no.1 & respondent no. 2 have failed to perform their obligations under the agreement and failed to register the conveyance deed for the subject unit in the favor of the Petitioner. Further, the agreements and MOU were executed on 05.03.2020 and the inaction of the respondents of not complying with the agreement & MOU clearly indicate toward bad faith on their part. That the respondent no. 1 has already fraudulently executed a Conveyance Deed in favour of respondent no. 4. There is significant risk that respondent no.4 may further alienate the subject units and/or create third party rights therein, at the cost of the petitioner.

xxx. That the respondents have also committed the offence of "Criminal Breach of Trust" which is also punishable under the provisions of the "Indian Penal Code" as the respondents had connived and dishonestly misappropriated the hard-earned money of the complainant by making false promises. That it so seems that the

respondent no. 4 & her husband were in connivance with the other respondents as well.

xxxi. That the complainant reserves her right to avail criminal/civil remedies available under law including filing of separate civil suit(s) seeking cancellation of the executed conveyance deed of the respondent no. 4; inter-alia, at the appropriate jurisdiction.

xxxii. That the complainant herein seeks the relief of provision of the committed minimum assured return @ Rs. 50.63/- per sq.ft per month from 6.09.2020 onwards, suspension/revocation of the respondent no. 3's RERA Registration permitting it to function as a Real Estate Agent, inter-alia.

C. Relief sought by the complainants:

7. The complainants have sought following relief(s):

I. To pay the committed minimum assured return @ Rs. 50.63/- per sq. ft per month from 6.09.2020 onwards amounting to Rs.30,48,129/- (as on date),

II. To revoke respondent no. 3's RERA Registration license, in accordance with Section 9(7) of the Real Estate (Regulation & Development) Act 2016 & suspend the same with immediate effect,

III. To direct the respondent no. 4; not to further alienate or mortgage the office unit no. 410 in the said project, in favour of any other party (who maybe a Buyer/Lessee/Bank/FI),

IV. To pay amounts towards damages, litigation cost & mental harassment to the Complainant,

V. Any other or further order, which this Authority may deem fit and proper on the facts and in the circumstances of the case, may also be passed in favour of the complainant/buyer.

8. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent no.1 & 2.

9. The respondent has contested the complaint on the following grounds:

a) That without prejudice to the aforementioned contentions it is stated that the complainant has approached the Authority with unclean hands and has tried to mislead the Authority by making incorrect and false averments and stating untrue and/or incomplete facts and, as such, is guilty of *supressio veri suggestio falsi*. The complainant has suppressed material facts and documents and/or mis-stated the facts as are being demonstrated herein in the present reply and, as such, the complaint apart from being wholly misconceived is rather the abuse of the process of law. On this short ground alone, the complaint is liable to be dismissed.

b) That the complaint filed by the complainant is baseless, vexatious and is not tenable in the eyes of law therefore the complaint deserves to be dismissed at the very threshold. The complaint is liable to be dismissed in view of the preliminary objections set out hereinafter. It is submitted that since the preliminary objections are of a jurisdictional nature which go to the root of the matter, and as per the settled law, the same should be decided in the first instance. It is only after deciding the question relating to maintainability of the complaint that the matter is to be proceeded with further. The following preliminary and jurisdictional objections are being raised for dismissal of the complaint.

c) That at the outset it is submitted that the Hon'ble High Court of Delhi in *O.M.P.(I) (COMM.) 42/2024* filed by the complainant have returned the findings which have direct bearing on the present complaint. Moreso, the issues raised by the complainant were also raised by her before Ld. Sole Arbitrator who was appointed by the Hon'ble High Court of Delhi

in Arb. Pet. No.388 of 2024 filed by the complainant and the Ld. Sole Arbitrator had passed detailed order dated 23.06.2025 and the Final Award dated 23.12.2025 in the said arbitration proceedings. The complainant's act of initiating different proceedings and filing different complaints before different forums constitutes forum shopping. Such a practice is not only a misuse of the judicial process but also a deliberate attempt to harass the respondent. By filing multiple complaints, the complainant seeks to gain a tactical advantage and manipulate the judicial system. The present complaint is nothing but a gross abuse of process of law.

d) That further there is no justification on the part of the complainant to approach the Authority raising the same issues in respect of same property and the same transaction which have already raised before the Hon'ble Delhi High Court and subsequent arbitration proceedings. The complainant is indulging in forum shopping. It is settled law that litigant cannot be permitted "choice" of the "forum" and every attempt at "forum-shopping" must be crushed with a heavy hand.

e) That the complainant had earlier approached the Hon'ble High Court of Delhi by filing a petition under Section 9 of the Arbitration and Conciliation Act, 1996, titled ***"Vijay Maheshwari v. Splendor Buildwell Pvt. Ltd. & Ors."***, bearing **O.M.P.(I) (COMM.) No. 42 of 2024** seeking interim protection in respect of the very same transaction, documents and allegations which now form the subject matter of the present proceedings before the Authority. The reliefs sought before the Hon'ble High Court were founded on the same alleged memorandum of understanding, the same claim of assured returns, the same refund history, and the same grievance regarding creation of third-party rights.

f) That the said Section 9 petition was dismissed on merits by a detailed and reasoned order dated 10.06.2024. While adjudicating the said petition, the High Court examined the entire factual record, including the contemporaneous email correspondence exchanged between the parties, the status and enforceability of the alleged Memorandum of Understanding, the conduct of the complainant in repeatedly seeking refund, the factum of refund having been made and retained, and the subsequent creation of third-party rights. Upon such examination, the Hon'ble High Court declined to grant any interim relief to the complainant. While dismissing the said petition, the Hon'ble High Court recorded the following findings, which are reproduced verbatim and are relied upon herein:

> ***34. Though the parties had proposed to enter into this MoU, but as per the petitioner herself, the said MoU never got signed. The petitioner had sought the signed MoU which was never given to her. Admittedly, no MoU got finalised and signed and therefore, even though there was a proposal for an assured return on the investment made by the petitioner but there was no concluded contract. It does not need further clarification that there being no signed MoU, no Assured Returns can be said to have been promised by respondent No. 1.***
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> *35. Another significant aspect which emerges is the e-mail correspondence which had taken place between the parties and the same has been relied upon by the petitioner herself.*
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> *36. The first e-mail in this chain of* exchanges, *is dated 05.10.2020 stating that even though seven months have lapsed, and numerous calls have been made to the respondents, they are only making excuses which are highly unethical and unprofessional. It further indicated that "Sir, mere lip service and sweet talks does not resolve the issues. This deal has put a big question on JLL's credibility. We had to divert our further investments in DLF Crest and Shapoorji Palloonji and we are further negotiating a deal of 3000 sq. ft. Commercial space in Gurgaon". This e-mail was followed by e-mail dated 24.06.2021, wherein it was again written on behalf of the petitioner that despite vigorous follow-up for*

more than 15 months, the petitioner was still clueless about the investment. It was disheartening to see that despite the clout JLL enjoyed with the respondent No. 1, the petitioner had to beg for her own money.

37. Again, e-mail dated 05.07.2021, Mr. Varun Maheshwari, son of the petitioner, stated that "till date we have been running from pillar to post, earlier to get our paperwork but then seeing the ill will of the builder, we have been requesting ***for the refund of our money along with the return*** *as per agreement for the past one year".*

38. It is quite evident from this e-mail that the petitioner was seeking a refund of her invested amount. Consequently, a sum of Rs. 20,00,000/- got credited on 04.08.2021to the petitioner which has been retained by her....

42. The facts as narrated above are not disputed and are also evident from the documents filed on behalf of the petitioner. It is established that because the petitioner intended to invest her money in other Projects and she was not getting any concrete responses from the respondents despite regularly approaching and corresponding with the respondent No. 1, she sought the refund of the money. Faced with a difficult situation of COVID-19 Pandemic, the respondents returned Rs. 20,00,000/- initially followed by another Rs. 10,00,000/- and in total Rs. 30,00,000/- were returned which was retained by the petitioner. ***In none of the communications was there any reference for execution of the Conveyance Deeds. The only claim that was being made by the Petitioner was for assured return in terms of the MoU which as per the petitioner herself, never got materialised. There being no MoU, it cannot be held that there was any Agreement binding the respondent No. 1 for an assured return, as has been claimed by the petitioner.***

43. The petitioner herself demanded cancellation of the allotments and refund of the money which in fact, got returned eventually; she cannot be making a grievance about the cancellation of allotments or seek execution of the Conveyance Deeds.

44. It is pertinent to mention that there may be disputes about the amounts which are liable to be refunded and whether any interest or damages are liable to be paid, but the fact remains that there is no prima facie right, title and interest of the petitioner made out in the allotted units.

45. It is also pertinent to observe that the respondents have already sold the two units vide Sale Deed dated 19.12.2023. While they have entered into an Agreement to sell dated 22.05.2023 in respect of the third unit.

46. Therefore, the petitioner has not been able to make a prima facie case for restraining the respondents from creating any third-party interest and right in the said Units

g) The aforesaid findings are clear, categorical and go to the root of the dispute. The Hon'ble High Court has conclusively recorded that:

- the alleged Memorandum of Understanding was never executed and never resulted in a concluded or binding contract;
- the Complainant consistently sought refund of the amounts paid and did not seek performance of the transaction;
- part refund was made, accepted and retained by the Complainant;
- having sought cancellation and refund, the Complainant cannot approbate and reprobate by asserting subsisting contractual rights; and
- third-party rights were validly created after cancellation of the allotment and refund process, disentitling the Complainant from any interim or equitable relief.

These findings were recorded by the Hon'ble High Court while refusing interim protection, thereby negating the existence of any prima facie right, balance of convenience, or irreparable injury in favour of the complainant.

h) The complainant, having failed to obtain relief from the Hon'ble High court on identical facts, documents and claims, is now impermissibly attempting to reopen and re-agitate the very same allegations before this Hon'ble Authority. Such conduct amounts to forum shopping and abuse of process of law. Accordingly, the present complaint, insofar as it proceeds on the premise of subsisting allotment rights, enforceable assured returns, or continuing contractual obligations, stands directly contradicted by binding judicial findings and is liable to be dismissed at the threshold on this ground alone.

i) That the disputes between the parties were thereafter subjected to arbitral adjudication by the Hon'ble High Court of Delhi at the instance of the complainant herself. In the arbitral proceedings, the Ld. Sole

Arbitrator, by orders culminating in the final arbitral award dated **23.12.2025**, expressly took note of the complainant's own conduct in seeking refund, the fact that refund had been extended by the respondents, and the absence of any concluded contract, particularly in view of the admittedly unsigned Memorandum of Understanding. The Ld. Sole Arbitrator acknowledged that the complainant's rights, if any, stood exhausted upon seeking and obtaining refund, and that no enforceable contractual entitlement survived in respect of the subject units.

j) Despite the dismissal of the Section 9 petition on merits and the clear findings recorded therein, the complainant has instituted the present complaint before the Authority, seeking to reagitate the very same issues, documents and allegations which already stand examined and rejected by the Hon'ble High Court of Delhi.

k) That the complainant has also invoked arbitration vide notice dated 25.01.2024. The respondents replied to the same on 14.03.2024. The respondents submit that the complainant has selectively pleaded facts in the present complaint, while omitting material communications and replies.

l) That subsequent to the complainant invoking arbitration, the complainant filed her statement of caim dated 22.08.2024 before the Ld. sole arbitrator, wherein the complainant, inter alia, sought the following reliefs: *(i) a declaration that the conveyance deeds dated 19.12.2023 executed in favour of third parties and the agreement to sell dated 22.05.2023 are illegal, void and non-est in law; (ii) a consequential direction to the Respondents to execute and register conveyance deeds in respect of unit nos. 410, 411 and 412 in favour of the complainant; (iii) an award directing payment of an alleged sum of Rs. 93,68,264/- towards*

purported assured returns claimed under an alleged memorandum of understanding dated 09.10.2019, which document was admittedly unsigned and never executed; (iv) interest on the aforesaid alleged amount at the rates claimed by the complainant; and (v) costs of the arbitration proceedings along with all ancillary and consequential reliefs. Thereafter, on 17.10.2024, the respondents filed an application under Section 16 of the Arbitration and Conciliation Act, 1996 seeking rejection of, inter alia, claim nos. 1 and 2.

m) That the Ld. Sole Arbitrator, by a detailed order dated 23.06.2025, was pleased to allow the said application. In so far as claim no. 2 relating to alleged "assured returns" is concerned, the Ld. Sole Arbitrator, after examining whether there existed any concluded contract (i.e., the alleged MoU) and whether the terms of such alleged MoU could be read as part of the agreements for sale, held, *interalia,* in para 88 (ii) of the said order that (i) the MoU containing the covenant relating to "assured returns" *"never came to be signed and/or executed by either party" and "therefore being an unsigned and unexecuted MOU, the Tribunal held that no contract was concluded between the parties";....."*

n) That the alleged MoU relied upon by the complainant for claiming assured returns is admittedly unsigned and unexecuted. The Ld. Sole Arbitrator, by order dated 23.06.2025, has expressly acknowledged that the said MoU never culminated into a concluded or binding contract and that no contractual obligation for payment of assured returns ever came into existence. In the absence of a concluded contract, no enforceable right can be asserted, much less enforced, before the Authority. The aforesaid findings and the binding determination dated 23.06.2025, whereby the Ld. Sole Arbitrator rejected/held claim nos. 1 and 2 to be beyond arbitral adjudication and/or non-arbitrable on the said grounds,

are material to the present proceedings and demonstrate that the complainant is continuing to pursue reliefs which (a) directly impinge upon vested third-party rights under duly registered conveyance deeds; and (b) are founded on an admittedly unsigned/non-concluded MoU for "assured returns" which was never incorporated into the executed transaction documents.

o) That the Ld. Sole Arbitrator, by way of the final arbitral award dated 23.12.2025, expressly acknowledged and recorded that the alleged memorandum of understanding relied upon by the complainant for claiming "assured returns" was admittedly unsigned and unexecuted, and therefore did not constitute any concluded or binding contract between the parties. The Ld. Sole Arbitrator further noted that the complainant herself had, at all material times, been seeking refund of the amounts paid by her, and that such refund had in fact been extended to the complainant by the respondents. Despite having sought and obtained refund, the complainant had continued to drag the dispute on the issue of alleged interest/returns, which conduct was found to be inconsistent and untenable. On the said reasoning, the Ld. Sole Arbitrator recorded and acknowledged that the remaining claims of the complainant stood adjudicated in accordance with the aforesaid findings, in view of the complainant having herself sought and obtained refund and the absence of any concluded contract. The complainant has at all times been pursuing inconsistent positions, and after seeking refund and receiving part refund, she has attempted to raise untenable claims and seek reliefs which are neither maintainable nor legally permissible.

p) That without prejudice to the preliminary objections and submissions hereinabove, and without admitting any liability, it is respectfully

submitted that upon the passing of the final arbitral award dated 23.12.2025, whereby the disputes inter se the parties qua refund and interest thereon stood adjudicated/ crystallised, the complainant cannot be permitted to simultaneously (i) accept and retain the benefit of refund amounts already received and/or seek enforcement of the refund/interest framework as adjudicated, and at the same time (ii) assert any purported subsisting right, title, interest, claim or entitlement in respect of the subject unit(s) or seek reliefs which proceed on the premise of a continuing allotment / continuing contractual relationship.

q) That despite the dismissal of the section 9 petition on merits and the clear findings recorded therein, the complainant has instituted the present complaint before the Authority, seeking to reagitate the very same issues, documents and allegations which already stand examined and rejected by the Hon'ble High Court of Delhi. The complainant's stand in the present proceedings is self-contradictory and amounts to seeking mutually destructive reliefs. Without prejudice, the complainant is bound to elect, either she accepts the refund in entirety (including the consequences flowing therefrom, as already adjudicated), or she chooses to pursue such remedies as she claims qua alleged subsisting rights in the subject unit(s), but she cannot be permitted to pursue both courses in parallel so as to obtain a double advantage and impose a corresponding double burden upon the respondents.

r) That Section 11 of the Code of Civil Procedure clearly provides that when an issue has already been raised, examined and decided between the same parties by a competent court, that decision becomes final and binding. Once the court has adjudicated upon the issue, the parties cannot reopen the same matter in fresh proceedings. This ensures that there is finality in litigation and that the same dispute is not brought

before the court repeatedly. In the present case, the issues now sought to be raised already stand conclusively decided in earlier proceedings, and therefore the present action is barred under Section 11 CPC and liable to be dismissed.

s) That the doctrine of res judicata, which seeks to prevent multiplicity of litigation and ensure finality of adjudication, therefore applies with equal force to arbitration matters. Reference may be made to the decision in ***Daryao v. State of U.P. ((1962) 1 SCR 574)***, wherein the Hon'ble Supreme Court held that the principles of res judicata are of general application and extend even to proceedings under Articles 32 and 226 of the Constitution of India, and that once an issue has been finally adjudicated by a competent forum, the parties are precluded from re-agitating the same in subsequent proceedings.

t) That Section 35 of the Arbitration and Conciliation Act, 1996 clearly provides that, subject to Part I of the Act, an arbitral award is final and binding on the parties and all persons claiming under them. Upon the making of a final award, the arbitral proceedings stand terminated and the arbitral tribunal becomes functus officio.

u) That the relief of assured return claimed way of present complaint have already been adjudicated upon in earlier proceedings and the same has been rejected on the grounds that no contract was ever signed by the complainant which would create any obligation upon the respondent herein to pay assured returns to the complaint. The complainant never executed the MOU with the respondent and thus is not entitled to any assured returns and pursuant to the finding of the Hon'ble High Court vide order dated 10.06.2024. By application of the Doctrine of Res Judicata enshrined in section 11 of CPC explicitly bars the complainant from raising the prayer for the reliefs already rejected by a competent

court and therefore is barred from relitigating a settled issue. The third relief prayed by the complainant to restrict third-party rights has also been already adjudicated upon and the Hon'ble High Court had held that third-party rights were validly created after cancellation of the allotment and refund process, disentitling the complainant from any interim or equitable relief. Therefore, the complainant is prohibited form praying the said relief no. 3 before the Authority as the same relief has already been prayed and subsequently rejected by competent court and thus barred as per Section 11 and the rules of Res Judicata.

v) That the Ld. Sole Arbitrator, vide the final arbitral award dated 23.12.2025, categorically recorded that the alleged Memorandum of Understanding relied upon by the complainant for claiming "assured returns" was admittedly unsigned and unexecuted, and therefore did not constitute a concluded, binding or enforceable contract between the parties. The Ld. Sole Arbitrator further observed that the complainant herself had, at all material times, been seeking refund of the amounts paid by her, and that such refund had in fact been extended by the respondents. Despite having sought and obtained refund, the complainant continued to pursue the dispute on the alleged claim of interest/returns, a position which was found to be inconsistent and untenable. In view of these findings, the Ld. Sole Arbitrator concluded that the remaining claims stood adjudicated, considering the complainant's own conduct of seeking and accepting refund and the absence of any concluded contract. Therefore, it is submitted that the complainant has throughout adopted mutually contradictory positions, and after accepting refund and part refund, she is now attempting to raise untenable claims and seek reliefs which are neither maintainable nor legally permissible.

w) That the relief of assured return claimed way of present complaint have already been adjudicated upon in earlier proceedings and the same has been rejected on the grounds that no contract was ever signed by the complainant which would create any obligation upon the respondent herein to pay assured returns to the complaint. The complainant never executed the MOU with the respondent and thus is not entitled to any assured returns and pursuant to the finding of the Hon'ble High Court vide order dated 10.06.2024. By application of the Doctrine of Res Judicata enshrined in section 11 of CPC explicitly bars the complainant from raising the prayer for the reliefs already rejected by a competent court and therefore is barred from relitigating a settled issue. The third relief prayed by the complainant to restrict third-party rights has also been already adjudicated upon and the Hon'ble High Court had held that third-party rights were validly created after cancellation of the allotment and refund process, disentitling the complainant from any interim or equitable relief. Therefore, the complainant is prohibited form praying the said relief no. 3 before the Authority as the same relief has already been prayed and subsequently rejected by competent court and thus barred as per Section 11 and the rules of Res Judicata.

x) That without prejudice to the submissions made hereinabove on the maintainability of the present complaint, it is stated that the substantial and central relief sought by the complainant pertains to alleged "assured returns / assured rentals", purportedly claimed under an alleged Memorandum of Understanding dated 09.10.2019. The said relief is wholly beyond the statutory jurisdiction conferred upon the Authority under the Act, 2016 and is liable to be rejected at the threshold.

y) That the alleged MoU relied upon by the complainant for claiming assured returns is admittedly unsigned and unexecuted. The Ld. Sole

Arbitrator, by order and award dated 23.06.2025, has expressly acknowledged that the said MoU never culminated into a concluded or binding contract and that no contractual obligation for payment of assured returns ever came into existence. In the absence of a concluded contract, no enforceable right can be asserted, much less enforced, before the Authority. Without prejudice, it is further submitted that even assuming (though denied) that any arrangement for assured returns existed, the same is rendered unenforceable by virtue of the enactment of the Banning of Unregulated Deposit Schemes Act, 2019 ("BUDS Act"). The assured return / assured rental linked to sale consideration of immovable property squarely falls within the definition of "deposit" and constitutes an "Unregulated Deposit Scheme" under Sections 2(4) and 2(17) of the BUDS Act. Section 3 of the BUDS Act imposes an absolute bar on promotion, operation or acceptance of unregulated deposit schemes. Section 8 of the BUDS Act vests exclusive jurisdiction in the designated courts constituted thereunder and expressly bars the jurisdiction of any other court or tribunal in respect of matters to which the BUDS Act applies. Consequently, any adjudication by the Authority on claims relating to assured returns would amount to assumption of jurisdiction expressly barred by statute and would render the proceedings unsustainable in law.

z) That the complainant approached the respondents and had shown her interest to purchase three office spaces bearing unit nos. 410, 411 & 412 each admeasuring 622.80 sq. ft. of covered area approximately on the fourth floor of south tower B / tower 1, in the project "Splendor Spectrum One", Sector-58, Gurugram. Thereafter the respondents issued an allotment letter dated 05.03.2020 in favour of the complainant. The allotment letter clearly stipulated that allotment

would become final and binding only upon the complainant signing and executing the requisite agreement. However, the complainant neither signed nor returned the allotment letter, nor did she sign and execute the agreements for sale. However, the complainant did not sign and return the allotment letter. The respondents thereafter signed and forwarded to the complainant three agreements titled "agreement for Sale", all dated 12.03.2020, to record the understanding in relation to the sale of the said property to the complainant. The complainant did not sign the said agreements for sale either. The agreements for sale contained identical terms, save and except that the unit numbers being sold under the three agreements were different, though all pertained to the same project.

aa) That neither the allotment letter nor the agreements for sale were executed by the complainant. In the absence of execution, no concluded contract ever came into existence and no enforceable rights could accrue in favour of the complainant. Soon after issuance of the allotment letter and the agreements for sale, the world and India witnessed the Covid-19 pandemic. In the said backdrop, the complainant did not proceed with the transaction and started demanding refund of the amount paid by her towards part payment. The complainant has consistently sought refund of money. Although the respondents were not obliged to refund the amount in the manner sought and was entitled to deduct earnest money, yet after prolonged discussions and as a goodwill gesture, respondent no. 1 agreed to refund the amount since the complainant unequivocally expressed that she did not want to proceed with the purchase of the said property.

bb) That the complainant had herself been seeking refund of the money. The email dated 04.08.2021 and 21.10.2021 sent on behalf of the

complainant and the email dated 12.04.2022, amongst the other emails, show that the complainant was only demanding refund of the part payment made by her. Whilst denying the contents of email dated 12.04.2022 from respondent No. 3 and without admitting any allegations against the respondents in the said email dated 12.04.2022 sent by JLL (Respondent No. 3) to the complainant. Respondent no. 3 had no power of authority to send any email on behalf of the respondents or to bind the respondents. The complainant, however, relies on this email and did not controvert it at any point of time.

cc) That the complainant had paid a total sum of Rs. 77,85,000/- to the respondents as part payment towards all three units allotted to the complainant. On 04.08.2021, the respondents refunded a sum of Rs. 20,00,000/- to the complainant and on 23.03.2022, the respondents refunded a sum of Rs. 10,00,000/- to the complainant. Thus, out of Rs. 77,85,000/-, a sum of Rs. 30,00,000/- stood refunded and received by the complainant. Thereafter, on 18.08.2023, the balance amount of Rs. 47,85,000/- was also refunded by the respondents to the complainant. However, after having already received Rs. 30,00,000/-, the complainant started making demands for payment of more money and returned the refunded amount of Rs. 47,85,000/- while simultaneously raising alleged and untenable demands.

dd) That the complainant had very conveniently accepted refund of part of the advance paid by her without protest, but later after receiving part refund of Rs. 30,00,000/-, she started raising illegal and unwarranted claims and demands for amounts far beyond the sums paid by her. It is reiterated that on 18.08.2023, the balance amount of Rs. 47,85,000/- was also refunded to the complainant. However, she returned the refunded balance while demanding an alleged amount of Rs. 2.75 crores,

which is wholly untenable. The earlier refund of Rs. 30,00,000/- made to the complainant has been kept and retained by the complainant. Further, by email dated 12.04.2022, the respondents had communicated that out of Rs. 77,85,000/- paid by the complainant towards part payment, Rs. 30,00,000/- had already been refunded and the balance amount would also be refunded within a stipulated period. The complainant never replied to or disputed the said position at the relevant time.

ee) That the respondents submit that the present complaint has been filed by the complainant by concealing and suppressing true and correct facts and by attempting to reopen issues which stood concluded by her own conduct and communications. The complainant has, inter alia, suppressed that the purported understanding under the allotment letter / agreements for sale stood terminated / treated as cancelled on account of her own request for refund and her acceptance of part refund, and further due to the fact that she had never signed or executed either the allotment letter dated 05.03.2020 or the agreements for sale dated 12.03.2020. The complainant has also deliberately concealed that there was never any concluded or finalised agreement between the parties with respect to any alleged assured return, the purported Memorandum of Understanding being admittedly unsigned and unexecuted, and thus is incapable of creating any enforceable obligations. The allotment letter and the agreements for Sale were never signed by the complainant. The respondents reiterate that in the absence of a concluded agreement, the complainant cannot seek to assert any enforceable right in respect of the said property.

ff) That the complainant was clearly informed by email dated 18.08.2023 that the allotment letter dated 05.03.2020 and the agreements for sale

dated 12.03.2020 in respect of the said property had been treated as cancelled on account of the complainant's request for refund and her surrender of any interest in the subject units. It is pertinent to mention that the complainant did not challenge or dispute the said cancellation.

gg) That since the complainant was never interested in proceeding further to purchase the said property and the allotment letter / agreements for sale were not signed by her and were treated as cancelled, and she had asked for, received and retained partial refund, the subject units were later sold to third parties. The third-party rights were created only after the complainant had clearly expressed her intent to seek refund and after she had also received and retained a refund of Rs. 30,00,000/-.

hh) Subsequent to creation of third-party rights in the subject units, the complainant invoked the jurisdiction of the Hon'ble High Court of Delhi by filing a petition under Section 9 of the Arbitration and Conciliation Act, 1996, titled ***Vijay Maheshwari v. Splendor Buildwell Pvt. Ltd. & Ors., bearing O.M.P.(I) (COMM.) No. 42 of 2024***, seeking interim protection in respect of the very same transaction, documents and allegations which form the subject matter of the present complaint. In the said Section 9 petition, the complainant sought, inter alia, interim restraint against the respondents from dealing with or creating third-party rights in unit nos. 410, 411 and 412, directions premised upon the alleged Memorandum of Understanding dated 09.10.2019, claims of assured returns thereunder, and objections to the refund process and cancellation of the allotment.

ii) That the Hon'ble High Court of Delhi, after granting an ***ex-parte*** ad-interim order dated 01.02.2024, heard the parties at length and examined the contemporaneous correspondence, the status of execution of the allotment letter, the agreements for sale and the alleged

MoU, the conduct of the complainant in seeking and accepting refund, as well as the factum of creation of third-party rights. By way of a detailed and reasoned judgment dated 10.06.2024, the Hon'ble High Court dismissed the said Section 9 petition on merits and vacated the interim order. The Hon'ble High Court categorically recorded that the alleged Memorandum of Understanding relied upon by the complainant was admittedly never executed and never resulted in a concluded contract, that the complainant had consistently sought refund of the amounts paid by her, that part refund had been made and retained by the complainant, and that in the absence of any concluded agreement, no assured returns could be enforced against the respondents.

jj) That having sought cancellation of the transaction and refund of money, the complainant could not approbate and reprobate by asserting subsisting allotment rights or seeking execution of conveyance deeds, and that third-party rights having already been created, no interim protection could be granted in favour of the complainant. The findings recorded by the Hon'ble High Court of Delhi in its judgment dated 10.06.2024 were based on admitted documents and the complainant's own correspondence and conduct, and conclusively negatived the existence of any prima facie right, subsisting contractual entitlement, or enforceable claim for assured returns in favour of the complainant.

kk) That despite the dismissal of the Section 9 petition on merits and the clear findings recorded therein, the complainant has instituted the present complaint before the Authority, seeking to reagitate the very same issues, documents and allegations which already stand examined and rejected by the Hon'ble High Court of Delhi.

ll) That the complainant had also invoked arbitration vide notice dated 25.01.2024. The respondents replied to the same on 14.03.2024. The

respondents submit that the complainant has selectively pleaded facts in the present complaint, while omitting material communications and replies. Subsequent to the complainant invoking arbitration, the complainant filed her statement of claim dated 22.08.2024 before the Ld. Sole Arbitrator, wherein the complainant, inter alia, sought the following reliefs: (i) a declaration that the conveyance deeds dated 19.12.2023 executed in favour of third parties and the agreement to sell dated 22.05.2023 are illegal, void and non-est in law; (ii) a consequential direction to the respondents to execute and register conveyance deeds in respect of unit nos. 410, 411 and 412 in favour of the Complainant; (iii) an award directing payment of an alleged sum of Rs. 2,33,42,518/- towards purported assured returns claimed under an alleged memorandum of understanding dated 09.10.2019, which document was admittedly unsigned and never executed; (iv) interest on the aforesaid alleged amount at the rates claimed by the complainant; and (v) costs of the arbitration proceedings along with all ancillary and consequential reliefs. Thereafter, on 17.10.2024, the respondents filed an application under section 16 of the Arbitration and Conciliation Act, 1996 seeking rejection of, inter alia, claim nos. 1 and 2 on the specific ground that the said claims were non-arbitrable, beyond the scope of reference and incapable of being adjudicated in arbitration.

mm) The Ld. Sole Arbitrator, vide a detailed order dated 23.06.2025, was pleased to allow the said application. In so far as claim no. 2 relating to alleged "assured returns" is concerned, the Ld. Sole Arbitrator, after examining whether there existed any concluded contract (i.e., the alleged MoU) and whether the terms of such alleged MoU could be read as part of the agreements for sale, held, inter alia, that (i) the MoU containing the covenant relating to "assured returns" "never came to be

signed and/or executed by either party" and "therefore being an unsigned and unexecuted MOU, the Tribunal holds that no contract was concluded between the parties.

nn) That the aforesaid findings and the binding determination dated 23.06.2025, whereby the Ld. Sole Arbitrator rejected/held claim nos. 1 and 2 to be beyond arbitral adjudication and/or non-arbitrable on the said grounds, are material to the present proceedings and demonstrate that the complainant is continuing to pursue reliefs which (a) directly impinge upon vested third-party rights under duly registered conveyance deeds; and (b) are founded on an admittedly unsigned/non-concluded MoU for "assured returns" which was never incorporated into the executed transaction documents.

oo) That the Ld. Sole Arbitrator, by way of the final arbitral award dated 23.12.2025, expressly acknowledged and recorded that the alleged Memorandum of Understanding relied upon by the complainant for claiming "assured returns" was admittedly unsigned and unexecuted, and therefore did not constitute any concluded or binding contract between the parties. The Ld. Sole Arbitrator further noted that the complainant herself had, at all material times, been seeking refund of the amounts paid by her, and that such refund had in fact been extended to the complainant by the respondents. Despite having sought and obtained refund, the complainant had continued to drag the dispute on the issue of alleged interest/returns, which conduct was found to be inconsistent and untenable. On the said reasoning, the Ld. Sole Arbitrator recorded and acknowledged that the remaining claims of the complainant stood adjudicated in accordance with the aforesaid findings, in view of the complainant having herself sought and obtained refund and the absence of any concluded contract.

pp)That the complainant has at all times been pursuing inconsistent positions, and after seeking refund and receiving part refund, she has attempted to raise untenable claims and seek reliefs which are neither maintainable nor legally permissible. The respondents further submit that any alleged claim towards assured returns is founded on an unsigned and unenforceable document and is otherwise beyond the scope of the Authority's jurisdiction.

qq)That no concluded, binding or enforceable contract ever came into existence between the complainant and the respondents. The allotment letter dated 05.03.2020 expressly and unequivocally stipulated that the allotment would become final and binding only upon execution of the ATS/agreement for sale by the allottee. Admittedly, the complainant never signed or returned the allotment letter, nor did she execute the agreements for sale dated 12.03.2020. In the absence of such execution, the provisional allotment never crystallised into a concluded contract and did not confer any right, title or interest upon the complainant in respect of the subject units.

rr) That the entire edifice of the complainant's claim for "assured returns / assured rentals" is founded on an alleged memorandum of understanding dated 09.10.2019, which document was admittedly never signed or executed by either party and never culminated into any concluded or binding understanding. Without prejudice, even the date of the alleged MoU itself demonstrates the falsity of the complainant's case, as it precedes the allotment letter dated 05.03.2020 and even the making of any part payments by the complainant, thereby clearly establishing that there was never any consensus ad idem or agreed financial arrangement between the parties. An unsigned, unexecuted and non-concluded draft document cannot, in law, create any

enforceable obligation or contractual right. In addition, the conduct of the complainant is wholly inconsistent with the existence of any concluded contract. The complainant repeatedly sought refund of the amounts paid by her, accepted and retained part refund aggregating to Rs. 30,00,000/-, and thereby unequivocally abandoned the transaction. Once the complainant elected to seek refund and walk out of the proposed transaction, and once such refund was initiated and released, the provisional allotment and all incidental terms stood cancelled and extinguished by operation of law as well as by the complainant's own conduct. A party who has sought and accepted refund cannot, in the same breath, assert subsisting contractual rights or claim benefits alleged to flow from an unexecuted arrangement.

ss) That in the absence of execution of the allotment letter, the agreements for Sale and the alleged MoU, and in light of the complainant's own conduct in seeking and accepting refund, there was never any finalised or agreed arrangement between the parties either for sale/allotment of the units or for payment of any assured return. Consequently, no enforceable right ever accrued in favour of the complainant, and the present complaint, insofar as it is premised on the existence of subsisting contractual rights or alleged assured returns, is ex facie misconceived, untenable in law and liable to be dismissed.

tt) That the complainant, by her own conduct, unequivocally abandoned the transaction by repeatedly and consistently seeking refund of the amounts paid by her, including vide communications dated 04.08.2021 and 21.10.2021, and by clearly expressing her unwillingness to proceed with the purchase of the subject units. Acting bona fide and purely as a goodwill gesture, and without any admission of liability, the Respondents initiated and processed refund of the amounts paid. In

furtherance thereof, a sum of Rs. 20,00,000/- was refunded on 04.08.2021, followed by a further sum of Rs. 10,00,000/- on 23.03.2022, aggregating to Rs. 30,00,000/-, which the Complainant admittedly accepted and has retained till date. Thereafter, in continuation of the same refund process initiated at the complainant's own request, the Respondents also refunded the balance principal amount of Rs. 47,85,000/- on 18.08.2023, thereby tendering refund of the entire sum of Rs. 77,85,000/- paid by the complainant. While the complainant had already accepted and retained Rs. 30,00,000/-, she chose to return the balance amount of Rs. 47,85,000/- while raising fresh and inflated demands wholly dehors any concluded contract or legal entitlement. The acceptance and retention of Rs. 30,00,000/- towards refund, coupled with the complainant's consistent insistence on refund and abandonment of the transaction, unequivocally demonstrates her election to walk out of the proposed allotment.

uu) That having consciously elected to seek refund, having accepted and retained a substantial part thereof, and having allowed the allotment and associated documents to stand cancelled, the complainant has, in law and equity, waived and abandoned any alleged entitlement to claim "assured rental" or "assured return", and is estopped from now resiling and asserting inconsistent monetary claims on the footing of an alleged continuing arrangement which admittedly never culminated into a concluded contract.

vv) That the period immediately following issuance of the allotment letter and draft agreements for sale coincided with the Covid-19 pandemic, which caused widespread disruption in commercial real estate leasing. The complainant was contemporaneously aware of this position, as is evident inter alia from the email dated 12.04.2022 (including the

communication routed by respondent no. 3 annexed @ page no. 144 of annexure C-7 (Colly) of the complaint), which expressly records that the deal was not finalised post-lockdown and that subsequent efforts were directed only towards expediting refund of the complainant's money. At no stage thereafter did the complainant seek performance of the transaction or execution of conveyance deeds; her consistent stand remained one of refund. Having thus sought refund, accepted and retained part refund aggregating to Rs. 30,00,000/- and having allowed the contractual arrangement to stand cancelled on 18.08.2023 without demur, the complainant is estopped in law from asserting any subsisting right, title or interest in the subject units or from seeking reliefs that are mutually destructive and inconsistent with her own admitted conduct. The doctrines of election, waiver, acquiescence and estoppel squarely apply and operate as a complete bar to the present claims.

ww) Subsequent to the complainant's repeated request for refund, acceptance and retention of part refund, and the consequential cancellation of the allotment letter dated 05.03.2020 and the agreements for sale dated 12.03.2020 on 18.08.2023, the subject units were validly sold and conveyed to bona fide third parties for valuable consideration by way of duly registered conveyance deeds dated 19.12.2023 (Unit Nos. 410 and 412) and 13.06.2024 (Unit No. 411). Upon such lawful conveyance, the respondents ceased to retain any right, title, interest or possession in respect of the said units. The legality and finality of the creation of third-party rights stands expressly recognised and affirmed by the Hon'ble High Court of Delhi in its detailed judgment dated 10.06.2024 passed in the complainant's petition under Section 9 of the Arbitration and Conciliation Act, 1996. The Hon'ble High Court, after examining the entire factual record,

categorically observed that the complainant herself had sought cancellation and refund, that no concluded contract or enforceable right subsisted in her favour, and that third-party rights had already been validly created pursuant thereto. On this basis, the Hon'ble High Court expressly held that no interim protection could be granted to restrain alienation or to disturb such third-party rights, and recorded that no prima facie right, title or interest survived in favour of the complainant.

xx) That the present complaint is ex facie not maintainable as the complainant has approached the Authority with unclean hands and has deliberately suppressed material and germane facts which have a direct bearing on the maintainability of the proceedings. The complainant has failed to candidly disclose the arbitral proceedings initiated at her own instance, the reliefs sought therein vide statement of claim dated 22.08.2024, and the findings returned by the Ld. Sole Arbitrator, including the express acknowledgement that the alleged MoU dated 09.10.2019 relied upon by her was admittedly unsigned and unenforceable, and that the claims were pursued despite refund having been sought and extended.

E. Reply by the respondent no. 3

i. That the complaint, read as a whole, fails to disclose any cause of action against JLL. The entire grievance stems from the non-payment of an "assured return," an alleged obligation contained in an unsigned Memorandum of Understanding between the complainant and the respondent (R-1). JLL is not a party to this MOU or the primary agreement for sale. The duties of an agent under Section 10 of the RERA Act do not include guaranteeing a promoter's separate financial

schemes. As there is no privity of contract and no breach of any statutory duty by JLL, it is not a proper party to these proceedings.

ii. That the dispute concerning a financial "assured return" is extraneous to the property transaction governed by the RERA Act. This is fortified by the Order of the Ld. Sole Arbitrator dated 23.06.2025, which held that this specific claim was not even part of the main property agreement due to the "entire agreement" clause. If the claim falls outside the main property agreement, it axiomatically falls outside the scope of an agent's duties regarding that property, and thus the Authority lacks jurisdiction to adjudicate this claim against JLL.

iii. That the complainant is barred by the principles of Vexatious Litigation and forum shopping", as evidenced by a history of failed criminal complaints. The present complaint, particularly the prayer for revocation of JLL's license based on an allegation of fraud, is a malicious abuse of process. The complainant has not disclosed the fact about filing of two criminal complaints and hence approached the Hon'ble Tribunal with unclean hands. The complainant has previously made the very same allegations of fraud and inducement by filing two separate criminal complaints.

iv. That the complaint is barred by the doctrine of acquiescence of waiver due to the complainant's failure to challenge the termination of the agreement. The complainant is basing her entire case on the premise that her agreement for sale remains valid. However, this position is legally untenable due to her own inaction. The record shows on 18.08.2023, the promoter formally communicated the termination and cancellation of the allotment to the complainant via email. While the

complainant rejected this termination via email, she failed to initiate any appropriate legal proceedings in a competent civil court to have the said termination declared illegal and set aside. A party aggrieved by a contract termination cannot simply sit idle, they must seek appropriate legal remedies in a timely manner. The complainant's failure to do so, especially after being put on notice, amounts to acquiescence. Furthermore, even after third party rights were created over the property through a registered conveyance deed on 19.12.2023, the complainant did not file a suit for specific performance or for cancellation of the new sale deed. Her attempt to seek this relief in arbitration was correctly held to be non-arbitrable. By failing to pursue the correct remedy in the correct forum, the complainant has waived her right to now claim that her original agreement subsists. The complaint before the Authority is therefore a belated and misconceived attempt to secure reliefs that are now barred by her own conduct and inaction.

v. That the core claim for assured return is legally untenable and barred by contract, as persuasively found in prior arbitral proceedings. The entire foundation of the complainant's case is the claim for an assured return based on an unsigned MOU. The complainant invoked arbitration on this very issue and the Ld. Sole Arbitrator, in a final and reasoned order dated 23.06.2025, conclusively held that the claim was non-arbitrable. The Arbitrator found that the unsigned MoU was superseded by the "Entire Agreement" clause of the executed agreement for sale. The complainant cannot be allowed to re-litigate a claim that has already been found to be fundamentally flawed.

F. Reply by the respondent no. 4

i. That the complainant has not provided a properly signed copy of the complaint to her as the one provided does not contain a proper and numbered index and therefore, the answering respondent is apprehensive that there may be additional documents annexed alongwith the complaint which have not been provided to her. A bare reading of the complainant as provided shows that the complainant has not placed on record certain documents, such as its arbitration claim petition and other related documents, all of which are vital and necessary for adjudicating the issues and controversies of the present complaint. The answering respondent reserves the right to file an additional/detailed reply after receiving the complete paper book from the complainant and/or as and when the additional documents are filed by it in this Hon'ble Court.

ii. That the respondent is senior citizen and is a bona fide purchaser of the unit no. 410, located in tower B (Tower – 1) of the IT/ITES project, "Splendor Spectrumone" located at Sector – 58, Gurugram, Haryana, having a super area of 1039.9292 sq. ft.. The respondent no. 4 purchased the unit from Mr. Geetender Gupta vide sale agreement dated 4th September, 2023 for a total sale consideration of Rs. 55,11,576/-. The said unit was allotted in the name of Mr. Geetender Gupta by the respondents no. 1 and 2 vide allotment letter and agreement to sell dated 29.08.2023, copies of which are annexure – 1 and annexure – 2, respectively. The unit was endorsed by the respondents 1 and 2 and subsequently transferred in the name of the respondent no. 4 on 13.09.2023 and 14.09.2023. A conveyance deed dated 19.12.2023 was subsequently executed by the respondents no. 1 and 2 in favour of respondent no. 4. The unit in question also stands transferred/mutated

in favour of the answering respondent in municipal records and the respondent has been paying the property tax for the unit and has been in uninterrupted possession of the said unit since 2023 and has also been enjoying the rental/lease income from the said unit. It is a matter of record that the answering respondent has no privity of contract with the complainant and had no knowledge of the existence of the complainant let alone of the factum of the alleged sale of the unit no. 410 to the complainant prior to receiving the summons of the present complaint.

iii. That there is no cause or occasion or basis or merit for the complainant to seek relief no. "c)" in the present proceedings for restraining the respondent no. 4 from creating any third party right with respect of the unit owned by her. The answering respondent is not a proper and necessary party in the present proceedings and it appears that the respondent no. 4 has only been made a party with the intention of coercing and arm-twisting her into paying some kind of monetary compensation to the complainant.

iv. That the complainant has also not placed the complete records of the proceedings conducted before the Ld. Arbitral tribunal (DIAC) in Case ref. no. DIAC/8668/07-24 and OMP(I) No. 42/2024 and it appears that the complainant deliberately intends to conceal details of the pleadings made in the said proceedings from this Hon'ble Authority. In the present complaint the complainant has further failed to disclose as to how and when she became aware of the factum of execution of the conveyance deed by the respondent no. 1 and 2 in favour of the answering respondent. The complaint also deserves to be rejected for non-joinder of parties as the complainant has not impleaded all subsequent

purchasers of the unit no. 410 as parties to the present proceedings, details of which are mentioned hereinabove.

v. That the complainant is merely "forum shopping" as she initially invoked arbitration proceedings against the respondents 1 to 3 without making the answering respondent a party and has now approached the Authority by virtue of the present complaint but has deliberately chosen not to approach the civil courts, which are competent to decide the issues and controversies involved in the present matter, in order to save the "ad-valorem court fees' which she otherwise would have had to pay. The reliefs sought by the complainant in the present complainant and in its present form are not maintainable and by the Authority as the same requires a proper trial and leading and appreciation of evidence which cannot be done in summary proceedings by the Authority.

vi. That the complainant does not have any specifically enforceable agreement, contract or allotment in her favour as admittedly, no agreement was ever executed between the complainant and the respondents no. 1 and 2 and the allotment letter relied upon by the complainant clearly states that the allotment of the unit nos. 410, 411 and 412 are "provisional" in nature and clearly mentions that the allotment shall become final and binding only after the execution of the space buyers agreement. Since no space buyers agreement and/or MOU was executed between the parties, the allotment letter also has no legal sanctity and there is no reason or basis to proceed with the present complaint which merits dismissal on this ground alone. Also, it is clear from the emails attached by the complainant that the complainant had in-fact started demanding the refund of the amount paid by her to the respondents 1 and 2 since August, 2021, itself, implying that she had

given up her claim on the units allegedly booked by her. Once the entire consideration amount was refunded to the complainant by the respondents no. 1 and 2 in August, 2023, the complainant, being aggrieved with the lack of any compensation given by the respondents 1 and 2 returned the same to the respondents without entering into any agreement or contract with the respondents 1 and 2. It is submitted that after receiving the refund of the entire consideration amount from the respondents 1 and 2 the complainant could only claim interest or compensation from the respondents 1 and 2 and that too only for the period from the date of payment made by the complainant till the date of refund of amount and the present complaint clearly seems to be an afterthought done with the sole intent to harass the answering respondent. In case the complainants wanted a unit they could have sought the relief of allotment of an alternative unit having comparable specifications of the earlier unit booked by them, which they have not done in the present complaint.

10. All other averments made in the complaints were denied in toto.

11. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

G. Jurisdiction of the authority

12. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaints for the reasons given below:

G.I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the Town and Country Planning Department, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all

purposes with office situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaints.

G.II Subject matter jurisdiction

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11(4)(a)***
> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
>
> ***Section 34-Functions of the Authority:***
>
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

15. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaints regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

H. Findings on the relief sought by the complainants

H.I To pay the committed minimum assured return @ Rs. 50.63/- per sq. ft per month from 6.09.2020 onwards amounting to Rs.30,48,129/- (as on date).

H.II To revoke respondent no. 3's RERA Registration license, in accordance with Section 9(7) of the Real Estate (Regulation & Development) Act 2016 & suspend the same with immediate effect,

H.III To direct the respondent no. 4; not to further alienate or mortgage the office unit no. 410 in the said project, in favour of any other party (who maybe a Buyer/Lessee/Bank/FI).

H.IV To pay amounts towards damages, litigation cost & mental harassment to the Complainant.

16. In the present case, it is pertinent to note that the complainant had earlier approached the Hon'ble Delhi High Court by invoking Section 9 of the Arbitration and Conciliation Act, 1996, and thereafter pursued arbitration proceedings in respect of the disputes arising out of the same transaction. During the aforesaid proceedings, the issue regarding the existence and enforceability of the alleged Memorandum of Understanding (MoU), purportedly providing for assured returns to the complainant, was considered. As per the order dated 10.06.2024 passed by the Hon'ble Delhi High Court, the orders dated 23.06.2025 passed by the Sole Arbitrator and the final arbitral award dated 23.12.2025, the alleged MoU was found to have neither been signed nor executed by the parties. Consequently, no concluded or enforceable agreement in respect of the alleged assured returns was found to have come into existence. Thus, the very foundation of the complainant's claim for assured returns stands negated by the findings recorded in the earlier proceedings. It is further evident from the documents placed on record that the complainant had repeatedly sought refund of the amounts deposited by him and subsequently accepted and retained the refunded amount. Thereafter, the allotment was cancelled and the concerned units were sold to third parties. The complainant's conduct in seeking and accepting the refund, followed by cancellation of the allotment, is a relevant circumstance while determining whether any subsisting contractual or proprietary right survived in his favour. Having accepted the refund and acted upon the consequences thereof, the complainant cannot ordinarily be permitted to assert a claim inconsistent with the position so accepted, particularly in the absence of any surviving contractual or statutory right. The respondents have, accordingly, contended that the complainant is estopped from claiming any continuing rights in the allotted units or seeking assured returns under the alleged MoU.

17. Upon consideration of the documents available on record and the submissions advanced by the parties, the Authority is of the view that the present complaint is not maintainable, being barred by the principle of res judicata. The matter in issue between the parties has already been adjudicated upon by the Hon'ble Delhi High Court in proceedings under Section 9 of the Arbitration and Conciliation Act, 1996 and thereafter in the arbitral proceedings. Both the Hon'ble High Court, vide order dated 10.06.2024, and the Sole Arbitrator, vide orders dated 23.06.2025 and final award dated 23.12.2025, have held that the alleged Memorandum of Understanding, purportedly providing for assured returns, was neither signed nor executed by the parties and, consequently, no concluded or enforceable contract came into existence. No doubt, one of the objectives underlying the enactment of the Act is to protect the interests of consumers; however, such an objective cannot be interpreted or extended to an extent that would warrant disregard of the fundamental principles of law and jurisprudence. In view of the foregoing, the present complaint, arising out of the same cause of action and seeking adjudication of issues already decided between the parties, is barred by the principle of res judicata, as embodied in Section 11 of the Code of Civil Procedure, 1908. Section 11 CPC is reproduced as under for ready reference:

> *"11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.*
>
> ***Explanation I.**—The expression "former suit" shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.*

Explanation II.—*For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.*

Explanation III.—*The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.*

Explanation IV.—*Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.*

Explanation V.—*Any relief claimed in the plaint, which is not expressly sgranted by the decree, shall for the purposes of this section, be deemed to have been refused.*

Explanation VI.—*Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating .*

1[Explanation VII.—*The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.*

Explanation VIII. —*An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as res judicata in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised.]"*

18. The Authority is of view that though the provisions of the Code of Civil Procedure, 1908 (CPC) is, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided therein are the important guiding factors and the Authority being bound by the principles of natural justice, equity and good conscience has to consider and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the Act if such provision is based upon justice, equity and good conscience. Thus, in view of the factual as well as legal provisions, the present complaint stands dismissed being not maintainable.

19. This decision shall mutatis mutandis apply to cases mentioned in table at page no.1 of this order.
20. Complaints stand disposed of.
21. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram

Date: 29.09.2026

HARERA
GURUGRAM