

PROCEEDINGS OF THE DAY		58
Day and Date	Wednesday and 12.11.2025	
Complaint No.	CR/6447/2024 Case titled as Surinder Kaur Sahni and Harbinder Singh Sahni VS Ireo Residences Company Private Limited & Bhupesh Bansal MD & Rajinder Kumar Yadav	
Complainant	Surinder Kaur Sahni and Harbinder Singh Sahni	
Represented through	Sh. Vikas Kakkar Advocate	
Respondent	Ireo Residences Company Private Limited & Bhupesh Bansal MD & Rajinder Kumar Yadav	
Respondent Represented through	Ms. Shivani Dang, Advocate	
Last date of hearing	17.09.2025	
Proceeding Recorded by	H.R.Mehta and Kiran Chhabra	
Proceedings The present complaint has been received on 23.01.2025 and the reply on behalf of respondents not received. On 07.05.2025, Respondent no. 1 has filed an application for dismissal of complaint u/s 151 of CPC stating that the parties entered into settlement agreement dated 27.06.2022 which is binding on both the parties. The terms mentioned in the settlement agreement are as follow: i. As per the settlement agreement the due date of possession is 31.12.2025. ii. Complainant undertook to irrevocably & unconditionally grant their consent in relation to transfer/construction/change in developer/revision of building plan/etc. and to sign all applications, NOC, undertaking, documents, etc. iii. Parties are referable to arbitration only in Delhi.		



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR- 6447/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

Respondent states that complainant failed to give consent after repeated letters, had failed to comply their obligations in terms of settlement agreement. It was not possible for respondent to execute revised builder buyer agreement.

The complainants have sought refund of paid -up amount Rs.5,77,85,625/-

Facts of the case:

Complainant booked a unit in IREO GRAND ARCH which he later got transferred in IREO GRAND HYAT and the funds were also transferred in the IREO GRAND HYAT. After an acknowledgment by respondent of Rs.5.30 crore paid by the complainant, an additional payment of Rs.47,85,625/- was made by complainant vide cheque in favour of IREO RESIDENCY COMPANY PVT. LTD, totaling paid amount Rs.5,77,85,625/-. That in June, 2022, the complainants got to know that the respondent is incapable of completing the project and elected to engage OBEROI REALTY LTD. to take over the responsibility. The inability to complete the project by respondent was also mentioned in the settlement agreement and subject to making payment of Rs.1,28,48,750/- to complainants, a new BBA would be executed between complainant and OBEROI REALTY LTD. by 31.12.2022 which remains unexecuted till date.

Arguments partly heard. In view of the complexities involved, the matter may be placed before the Double Bench on 02.12.2025. Meanwhile, the respondent is directed to place on record the joint development agreement executed with Oberoi Realty Ltd. and any other approvals obtained by the respondent from the competent authorities in this regard. The respondent is also directed to specify the nature of the new entity and project. The response may be filed within a period of ten days with an advance copy to the counsel for the complainant.


Ashok Sangwan
Member
12.11.2025