



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1775 OF 2023

Deepika Bansal

....COMPLAINANT

VERSUS

Jai Krishna Arctec J.V

....RESPONDENT

**CORAM: Dr. Geeta Rathee Singh
Chander Shekhar**

**Member
Member**

Date of Hearing: 14.01.2025

Hearing: 6th

Present: - Adv. Vikas Gupta, Counsel for complainant through VC.
Adv. Vishnu Anand, counsel for respondent through VC.

ORDER

1. Complainant's case is that complainant booked a plot in the respondent's project "Greenwood City", Sector 26-27, Sonipat after paying an amount of Rs. 4,30,000/- on 04.02.2006. Plot buyer agreement was executed between the parties on 27.11.2012 i.e. after 6 years of application for

allotment and till date the complainant had paid an amount of Rs. 20,32,733/- . Complainant has alleged that possession of the plot was to be delivered within 24 months from the date of booking whereas possession of the plot was handed over in December 2022 and conveyance deed was executed between the parties on 28.11.2022. Complainant in present case has sought delayed possession charges from February 2008 till date of possession.

2. Respondent has filed written reply on 29.04.2024. In its reply respondent has raised various objections which are illustrated as follows:

- i. That the present complaint is not maintainable and the same is barred by principle of Res Judicata as complainant had filed previous complaint bearing no. CC/3346/2017 before the Hon'ble NCDRC praying for delay interest in handing over possession and during the pendency of the said complaint parties had arrived at mutual settlement. Settlement letter is annexed at page 87 of the reply. Thereafter, conveyance deed was also executed between the parties on 28.11.2022.
- ii. Complaint is not maintainable as the same is barred under Order II Rule 2 of the Civil Procedure Code, 1908 as complaint before NCDRC was filed for same cause of action for which the present complaint is filed.



- iii. Complainant cannot resile from the terms of settlement arrived at between the parties vide letter dated 13.06.2022 and affidavit dated 15.06.2022 wherein the complainant has settled all the accounts and has said that no further demands or claims are left with respect to said plot and in terms of settlement conveyance deed has also been executed.
 - iv. Complainant was also refunded excess amount of Rs. 49,663/- on 15.06.2022. Thereafter, complainant withdrew the complaint before NCDRC on 30.06.2022. Fresh Plot buyer agreement was also executed between the parties on 13.08.2022. Thus, present complaint is an afterthought just to harass the respondent.
 - v. Possession was offered to the complainant on 20.08.2019 but it is the complainant who never came forward to take the possession. Several reminders dated 23.09.2019, 30.12.2019, 03.06.2020 and 14.12.2021 were issued to the complainant for taking over the possession.
3. Complainant has filed rejoinder on 18.12.2024. Complainant has submitted that settlement has not taken place between the parties. It is also submitted that complaint before NCDRC was not dismissed after final adjudication of the rights and liabilities of the complainant and therefore res-judicata does not apply.



4. Complainant has further submitted that forged and fabricated documents have been furnished by the respondent and veracity of the documents be checked. Complainant has only executed conveyance deed reserving her rights to approach the Hon'ble Authority to decide upon the delayed possession charges. Respondent had reimbursed an amount of Rs. 49,663/- for reduction in plot area.
5. Ld. Counsel for the complainant reiterated the facts of his case as discussed in para 1 and 3 of this order. He further submitted that no settlement letter or affidavit was signed by the complainant and the complainant will never sign a settlement agreement which is not in her favour. Furthermore, perusal of the settlement letter shows that amount column is left blank in the said letter, therefore same is not a genuine settlement letter.
6. Ld. Counsel for the respondent also submitted objections as discussed in para 2 of this order. He also submitted that perusal of the final order passed by NCDRC shows that matter was amicably settled between the parties and complaint is disposed of in terms of settlement, complainant is stating that the settlement letter has not been executed by her, if the same is believed to be true then why the complainant did not ever challenged order dated 30.06.2022 passed by NCDRC.
7. Arguments of both parties have been heard. On perusal of record it is revealed that complainant has claimed to have been paid an amount of


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Rs. 20,32,733/- and receipts of only Rs. 9,74,181/- have been annexed. Complainant has also not complied with Regulation 8(dd) of the Haryana Real Estate Regulatory Authority, Panchkula (Adjudication of Complaints), Regulation, 2018. For proper adjudication of the case, date on which the complainant made payments and the amounts that were paid on that specific date is required. Complainant to comply with Regulation 8(dd) of the Haryana Real Estate Regulatory Authority, Panchkula (Adjudication of Complaints), Regulation, 2018 within 2 weeks with an advance copy supplied to the respondent.

8. Case is adjourned to 04.03.2025


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]