



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 505 OF 2024

Rakesh Kumar Kapoor and anr.

.....COMPLAINANTS

Versus

M/s BPTP Ltd.

.....RESPONDENT

2. COMPLAINT NO. 506 OF 2024

Hemanta Kumar Pandit and Anr.

.....COMPLAINANTS

Versus

M/s BPTP Ltd.

.....RESPONDENT

3. COMPLAINT NO. 543 OF 2024

Ankur Mehan and Anr.

.....COMPLAINANTS

Versus

M/s BPTP Ltd.

.....RESPONDENT

4. COMPLAINT NO. 544 OF 2024

Atul Kumar Rohtagi

.....COMPLAINANTS

Versus

M/s BPTP Ltd.

.....RESPONDENT

CORAM: Nadim Akhtar

Member

Chander Shekhar

Member

Date of Hearing: 04.08.2025

Hearing: 6th in all captioned complaints

Present: Adv. Nitin Kant Setia, counsel for the complainant in all complaints through VC

Adv. Hemant Saini, counsel for respondent.

ORDER (NADIM AKHTAR-MEMBER)

1. Relevant part of last order dated 21.07.2025 is reproduced below:

"Today, learned counsel for the complainants submitted that in Complaint Nos. 525, 587, and 887 of 2024, the Authority had directed the respondent to hand over possession of the units without raising any demands at the time of handing over possession. However, contrary to these directions, the respondent has raised monetary demands at the time of handing over possession.

The Authority enquired from the learned counsel for the complainants whether such demands were made verbally or in writing? In response, the counsel referred to page no. 21 of the application dated 03.04.2025, wherein the complainant has annexed a demand letter dated 18.02.2025. As per the said letter, the respondent has demanded payment of holding charges and stamp duty. It was further submitted that the complainants have complied with the said demands. The complainants have once again requested the Authority to issue a show cause notice to the respondent under Section 63 of the Real Estate (Regulation and Development) Act, 2016 for non-compliance with the Authority's directions. It was also brought to the notice of the Authority that in Complaint No. 887 of 2024, the respondent offered possession vide



email dated 16.07.2025, i.e., merely three days prior to today's hearing."

2. Ld. counsel for complainant argued that:

- i. Learned counsel for the complainants initiated his arguments by submitting that the respondent was under an obligation to hand over the possession of the unit to the complainants without raising any demand at the time of handing over.
- ii. He referred to the orders dated 03.02.2025 and 07.04.2025, wherein this Authority had specifically directed the respondent to hand over possession of the unit to the complainants and clearly stated that receivables and payables shall be settled subsequently and no demand shall be raised at the time of handing over possession.
- iii. However, contrary to the above directions, the respondent raised certain demands and collected amounts from the complainants at the time of offering possession.
- iv. Learned counsel further referred to orders dated 07.04.2025 and 21.07.2025, whereby the Authority had categorically directed the respondent to specify the exact heads under which such charges were levied on the complainants. Despite these directions, the respondent has not filed any affidavit or documentary compliance in this regard.



- v. He further submitted that the respondent has failed to comply with the Authority's directions, and the complainants have unjustly borne certain charges that were not liable to be paid at the stage of possession.
- vi. He also contended that the stamp duty amount paid for execution of the conveyance deed should be returned by the respondent, as the conveyance deed is yet to be executed and the matter is still pending final adjudication before the Authority.
- vii. With regard to the maintenance and electricity charges, learned counsel for the complainants submitted that:
 - a. The one-year advance maintenance charges were already paid to the respondent.
 - b. Payments made towards electricity charges were adjusted against prior outstanding amounts even though possession was not initially taken.
 - c. RWA demanded further payments, as the payments that was paid on account of maintenance charges was already adjusted by the builder from the complainant's account.
 - d. It was also submitted that the *principle laid down in the case of Madhu Sareen vs. BPTP Ltd. (Complaint No. 113 of 2018)* is applicable in the present case for the purpose of preparation of the



statement of account and when the final decision will be passed in the *Madhu Sareen judgement* then the issue with regard to the charges will be adjudicated in the captioned complaints.

3. Ld. counsel for respondent argued that:

- i. Learned counsel for the respondent argued on the point of maintainability of the present complaint and submitted present complaints amounts to second round of litigation.
- ii. He referred to page 73 of Complaint No. 506 of 2025, where it is stated that the present complainants had earlier filed a complaints before the Authority, which were disposed of vide order dated 09.10.2018, holding that the facts of the case were similar to those in *Madhu Sareen vs. BPTP Ltd.*, and all such matters were disposed of with a direction that when offer of possession is made, it must be accompanied by a statement of account prepared in accordance with the *Madhu Sareen* principles.
- iii. He emphasized that as per para 6 of the order dated 09.10.2018, the *Madhu Sareen* judgment applies only for the limited purpose of preparation of statement of account, and no liberty to file a fresh complaints was granted to the present complainants in that order. The liberty mentioned in the *Madhu Sareen* case cannot be extended to other complainants.



- iv. It was also submitted that the Authority has no power of review or rectification under the RERA Act, and if the complainants were aggrieved by the earlier decision, they should have approached the Appellate Tribunal and not filed a fresh complaints.
- v. The respondent pointed out that execution proceedings are already pending before the Adjudicating Officer in respect of the same cause of action, and the complainants have already taken partial relief in those proceedings.
- vi. On the factual matrix of the case, however, learned counsel for the respondent submitted that:
- a. The respondent is still ready and willing to hand over possession to the complainants.
 - b. The receivables and payables can be decided later by the Authority.
 - c. Only PBMS (Power Backup and Maintenance Service) charges were collected by the respondent and no other charges have been levied.
 - d. Maintenance charges were collected by the maintenance agency and not the builder.



- e. The stamp paper for execution of conveyance deed has already been purchased by the respondent, based on the payments made by the complainants.
4. On a query by the Authority as to why the conveyance deed has not been executed despite purchase of stamp paper, the learned counsel for the respondent replied that the complainants have to clear the remaining balance and settle all payment-related disputes. Only thereafter can the conveyance deed be executed in the complainant's favour.
5. After hearing averments of both the parties, Authority directs counsels of both the parties to remain physically present on the next date of hearing for the purpose of final arguments. Further, last opportunity is granted to both the parties to file their written submissions, if any, atleast two weeks prior to the next date of hearing, with copy supplied to the opposite parties.
6. Cases are adjourned to 29.09.2025 for further arguments.


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CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]