

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER  
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint No. 0460 of 2023  
Date of Institution: 30.12.2023  
Date of Decision: 30.03.2026

1. Vikram Singh son of Sh. Makhan Lal,

2. Anju Rani W/o Sh Vikram Singh

Both at House no. 17, VPO Bhana (24), Hisar, Haryana-125048

....Complainant

Versus

Suksha Developers Private Limited, B-107, First Floor, Business Complex at  
Elante Mall, Industrial Area, Phase-1, Chandigarh, Pin Code 160001

....Respondent

Present: Shri Suresh Kumar, Advocate for the complainant

Shri Sanjeev Sharma, Advocate for the respondent

**ORDER**

This complaint in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) was instituted on 30.12.2023 by the complainant in their individual capacity against the respondent with reference to Section 18 of the Act of 2016 seeking the following directions to the respondent:

1.1 Respondent be directed to pay interest on the delayed period w.e.f. 7.10.2022 as per the provisions of the RERA Act and Rules till the delivery of all the amenities/facilities and occupation certificate;

1.2 Respondent be directed to provide with all amenities such as permanent electricity connection from PSPCL, Water connection from MCD, Swimming pool, Club house, Gymnasium, Children park, clean water, securities services, proper stilt car parking, occupation certificate as agreed in the agreement for sale and as per the provisions of the Act;

1.3 Respondent be further directed to refund the amount of maintenance charges of Rs.97,343/- alongwith interest charged from the complainants w.e.f. 20.4.2023 to 31.3.2023, as the incomplete possession was delivered on 17.7.2023 without the availability of all the amenities/facilities as agreed in the agreement and in violation of the provision of the Act.

2. The complainant submitted the following in the complaint: -

2.1 The residential Apartment/Unit R4-088/02, 2nd floor, Plot No.088 in the residential complex known as "Sushma Valencia" located at Village Nagla, M.C. Zirakpur, District SAS Nagar. Mohali, Punjab having super area 1785.00 sq ft type 3BHK Premium (199.97) along with one stilt car parking for the Basic Sale Price of Rs.49,50,000/- plus applicable taxes was purchased by the complainants from the respondent in terms of the agreement for sale dated 7.10.2021. The copy of the agreement for sale is annexed herewith as Annexure C-1. Thereafter, an allotment letter dated 11.10.2021 was also issued in the name of the complainants and annexed as Annexure C-2.

2.2 As per sub clause 7.1 of Clause 7 the possession of the Apartment was to be handed over on 07.10.2022. As per clause 11 the promoter shall be responsible to provide and maintain essential services of the project till the takeover of the maintenance of the project by the association of allottees.

2.3 The complainants have paid the total amount of Rs.55,45,343/- including the maintenance charges (i.e. Rs.97,343/-). The details of the payment made to the respondent from time to time are annexed as Annexure C-2/A and Annexure C-2/B. The possession of the apartment was not handed over on 07.10.2022 as agreed in the agreement.

2.4 On 01.04.2023 the respondent sent the demand of Rs.3,16,145/- alongwith the offer of possession demand letter dated 01.04.2023 and intimated that the Apartment/Unit is ready for possession and the final payment of as stipulated in the demand letter dated 01.04.2023 is required

to be made to the developer on or before 20.04.2023. The copies of demand letter 01.04.2023 and the possession letter dated 01.04.2023 are annexed herewith as Annexure C-3 and Annexure C-4.

2.5 After the receipt of offer of possession letter, the complainants visited at the site and found the work of the apartment/unit was still under construction, therefore, they did not take the incomplete possession of the apartment. Club house, Gymnasium, Children Park etc. were still not available alongwith the apartment. Before the offering of the possession of the apartment occupation certificate was not supplied also as per the terms and conditions of the agreement.

2.6 The complainants have taken the loan from his employer (i.e. Indian Farmers Fertilizer Cooperative Ltd.-IFFCO) and have signed the bond to mortgage the house to IFFCO. A 'No Objection Certificate' from promoter was demanded for mortgage the said unit in the name of IFFCO. Respondent given assurance letter that No Objection Certificate from IIFL Asset Management Limited confirming their releasing of charge on the said Floor in favour of IFFCO will be provided."

2.7 The respondent again served the possession reminder of the incomplete apartment (Without Occupation certificate) vide letter dated 19.5.2023 and demanded the amount of Rs.4,25,723/- (Annexure C-5).

2.8 The respondent sent termination letter dated 31.05.2023 stated therein that the time period stipulated under the Buyer's Agreement dated 7th Oct 2021 executed between respondent and complainants with regards to taking over the physical possession has elapsed on 20.4.2023. It was intimated to the complainants that they are in default of the timelines stipulated for taking over the physical possession (Annexure C-6).

2.9 The complainant has filed a complaint GC No.0206 of 2023 dated 15.6.2023 before this Hon'ble Authority praying thereby for issuance of

direction to the respondent to provide the NOC from IDBI Trusteeship Services Limited so that they be able to pay the last instalment of the Unit and be register the same and further seeking the directions to complete the unit in all respect as per the agreement before giving offer of possession or charge proportionate maintenance charges.

2.10 Thereafter, respondent and complainants entered into written agreement/compromise dated 05.07.2023. In the said agreement the respondent waived off the delayed charges of Rs.16,249/- and two cheques amounting to Rs.60,000/- each in respect of delayed period in delivery of possession was also given to the complainant. The respondent further agreed as per clause (c) that the developer undertakes to furnish the copy of NOC from the lender for the said unit within 3 months from the date of execution of this settlement agreement. It was agreed by the complainants that they will withdraw the litigation as per the terms and conditions of the settlement. The copy of the settlement agreement dated 05.07.2023 is annexed herewith as Annexure C-6 A. The complainants withdrew the complaint G.C. No. 0206 of 2023 pending before this Hon'ble Authority vide order dated 21.11.2023.

2.11 Thereafter, the complainants took the possession of the apartment on 17.07.2023. The copy of the possession letter is annexed herewith as Annexure C-8.

2.12 Till October, 2023 the respondent again did not handover the NOC and the complainant also written email dated 04.10.2023 about breach of the terms and conditions of the settlement deed.

2.13 The incomplete possession of the apartment was delivered on 17.07.2023 under the threat and under the assurances of settlement agreement and the maintenance charges have also been illegally charged from the complainants for the period w.e.f. 20.4.2023 to 31.3.2025. The respondent cannot charge the maintenance charges w.e.f. 20.4.2023 in the

absence of availability of all the facilities agreed in the agreement. Therefore, the complainants are not liable to pay the maintenance until and unless all the facilities/amenities as agreed in the agreement are provided. Hence, they are entitled for the refund of amount of Rs.97,343/- (Annexure C-2/B) paid by them in respect of the maintenance charges.

2.14 The respondent had provided NOC from IDBI Trustee on 29.12.2023. As per sub clause 1.9 one stilt car parking is also the part of unit but respondent not allotted any stilt car parking to complainant, but stilt car parking is still not available with the complainant.

3. Upon notice, respondent appeared and filed reply dated 01.09.2025 through Shri Sanjeev Sharma, Advocate which is summarised below:

3.1 It is most respectfully submitted that even prior to filing of the present complaint, parties had amicably and voluntarily resolved all their disputes, claims, and differences pertaining to, arising out of, and in any manner connected with the subject matter of the complaint. The parties executed a duly signed Settlement Deed dated 05.07.2023 (Annexure A/1), which comprehensively recorded the terms of settlement agreed between them. The said Settlement Deed constitutes a full and final resolution of all issues forming the basis of the present complaint, thereby leaving nothing further to be adjudicated by this Hon'ble Authority.

3.2 The respondent submitted that despite the aforesaid amicable resolution and execution of the Settlement Deed, the complainants thereafter proceeded to initiate the present complaint. However, upon receipt of the mutually agreed amounts in accordance with the terms and conditions stipulated in the Settlement Agreement, the complainants voluntarily submitted an affidavit for withdrawal of the present complaint. The said affidavit was executed in the presence of and duly attested by the Executive Magistrate, Zirakpur, on 09.04.2024. A copy of the said affidavit, drafted

in Punjabi language (being the official State language of Punjab), along with the Affidavit Attestation Certificate issued by the Executive Magistrate, Zirakpur, on 09.04.2024, is annexed herewith and marked as Annexure A/2.

3.3 The respondent further stated that the complainants have now furnished a notarized affidavit dated 26.11.2024 before this Hon'ble Authority, affirming that the aforesaid withdrawal affidavit dated 09.04.2024 is not binding upon them on the purported ground that it was in the Punjabi language, was not read over to them, and that they do not know how to read, write, or understand Punjabi. The respondent in his reply submitted that the said contention is false, frivolous, and an afterthought, aimed solely at nestling from the binding settlement already acted upon by both parties. The complainants, having voluntarily executed the withdrawal affidavit in the presence of and before the Executive Magistrate, Zirakpur, cannot now disown the same. The attestation by the Executive Magistrate carries a clear presumption under law that the contents of the affidavit were explained to and understood by the executant(s) before affixing their signatures/thumb impressions. No material has been placed on record to rebut such presumption or to allege any coercion, misrepresentation, or fraud in the execution. Furthermore, the complainants have admittedly received the mutually agreed settlement amount in full satisfaction of their claims, in accordance with the Settlement Deed dated 05.07.2023, and have acted upon the same without protest or demur for several months thereafter. Having derived full benefits under the settlement, they are estopped, both in law and equity, from challenging the validity of the Withdrawal Affidavit. The plea of non-understanding of the language is wholly untenable and contrary to the settled legal principle that one who executes a document after due attestation is bound by its terms, regardless of the language, unless fraud or coercion is specifically pleaded and proved. Accordingly, the Withdrawal Affidavit dated 09.04.2024 remains valid, binding, and operative upon the complainants, and

the present complaint deserves to be dismissed in terms thereof.

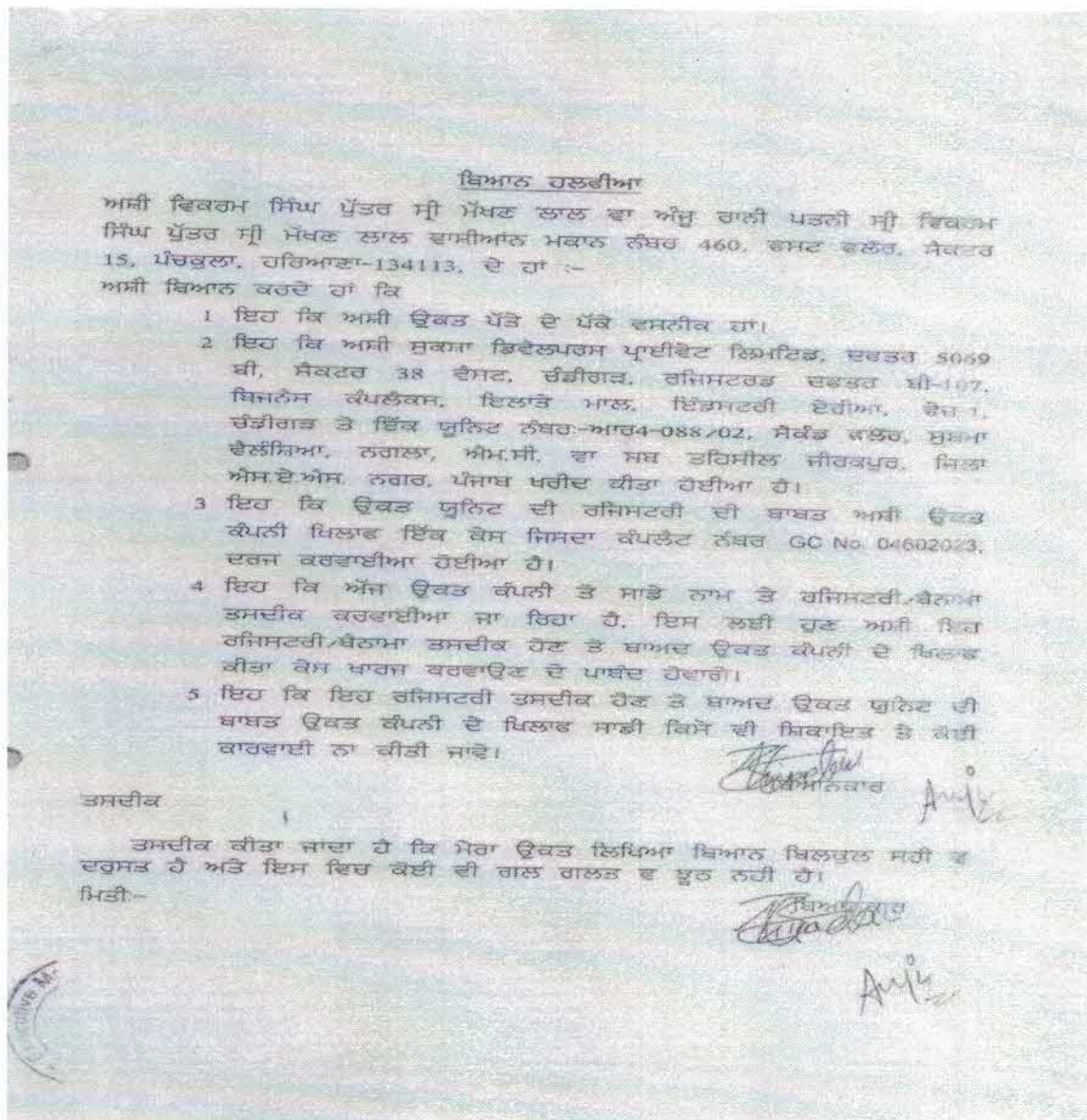
4. The respondent submitted that the present complaint should be rendered infructuous and devoid of merit in view of the binding and conclusive Settlement Deed dated 05.07.2023 and the duly attested Withdrawal Affidavit dated 09.04.2024.

5. The undersigned heard the arguments of both the counsels on the stipulated date of arguments.

6. The complainant reiterated the contents of his complaint and stated that the residential Apartment/Unit R4-088/02, 2nd floor, Plot No.088 in the residential complex known as "Sushma Valencia" located at Village Nagla, M.C. Zirakpur, District SAS Nagar. Mohali, Punjab had purchased for the Basic Sale Price of Rs.49,50,000/- plus applicable taxes. As per copy of the agreement for sale dated 7.10.2021, the possession of the Apartment was to be handed over on 7.10.2022. An allotment letter dated 11.10.2021 was also issued in the names of the complainants. On 01.04.2023 the respondent sent the demand of Rs.3,16,145/- alongwith the offer of possession demand letter dated 01.04.2023. The complainants did not choose to take the incomplete possession of the apartment. Thereafter, alongwith the possession reminder letter, respondent send the possession termination letter dated 31.5.2023 mentioning that "it would be significant to mention here that the time period stipulated under the Buyer's Agreement dated 7th Oct 2021 executed between us and yourself for taking over the physical possession has elapsed on 20.04.2023. The complainant filed GC No.0206 of 2023 dated 15.6.2023 before this Hon'ble RERA Authority. After filing of complaint, the respondent and complainants had settled the matter amicably without the intervention of this Hon'ble Authority and entered into written agreement/compromise dated 05.07.2023. In the said agreement the respondent waived off the charges of Rs. 16,249/- accused to the complainants due to delayed payment and two

cheques amounting to Rs.60,000/- each in respect of delayed period in delivery of possession was also given to the complainant. The respondent was further agreed under clause (c) that "The developer undertakes to furnish the copy of NOC from the lender for the said unit within 3 months from the date of execution of this settlement agreement."

6.1 The respondent stated that the complainant and respondent executed a duly signed Settlement Deed dated 05.07.2023 which comprehensively recorded the terms of settlement agreed between them. On receipt of the mutually agreed amounts in accordance with the terms and conditions stipulated in the Settlement Agreement, the complainants voluntarily submitted an Affidavit for withdrawal of the present complaint. The said affidavit was executed in the presence of and duly attested by the Executive Magistrate, Zirakpur, on 09.04.2024. A copy of the said affidavit is a under:



**Affidavit Attestation**

Entry Date	08/04/2024
ID Number	RVN60062927
Stamp Paper Number	PB02768355183400W
Applicant Name	VIKRAM SINGH AND OTHERS
Father/Husband Name	MAKHAN LAL
Address	17 BHANA HISAR KHEWATDAR NAGLA, VILLAGE NAGLA, TEHSIL/SUBTEHSIL SUB TEHSIL, ZIRAKPUR, DISTRICT S A S NAGAR, STATE PUNJAB
Identity Type	ADHAAR CARD
Identification No.	375506737435
Affidavit Type	

The above person appeared and deposed before me.




Attested  
Executive Magistrate  
Sub Tehsil, Zirakpur  
Executive Magistrate  
Zirakpur



The Complainants, having voluntarily executed the withdrawal affidavit in the presence of and before the Executive Magistrate, Zirakpur, cannot now disown the same. The attestation by the Executive Magistrate carries a clear presumption under law that the contents of the affidavit were explained to and understood by the executant(s) before affixing their signatures/thumb impressions. No material has been placed on record to rebut such presumption or to allege any coercion, misrepresentation, or fraud in the execution.

6.1 The complainants have now furnished an affidavit dated 26.11.2024 before this Hon'ble Authority, alleging that the aforesaid withdrawal affidavit dated 09.04.2024 is not binding upon them on the purported ground that it was in the Punjabi language, was not read over to them, and that they do not know how to read, write, or understand Punjabi. Affidavit dated 26.11.2024 is reproduced as under:

(3)

BEFORE THE REAL ESTATE REGULATORY AUTHORITY PUNJAB  
SECTOR-18, CHANDIGARH.

In GC No. 0460 2023

Vikram Singh & Another

... Complainant

Versus

M/s Suksha Developers Pvt. Ltd.

... Respondent

Affidavit of Vikram Singh son of Sh. Makhan Lal  
resident of House No. 17, VPO Bhana (24), Hisar,  
Haryana -125048.

I, the above named deponent, do hereby solemnly affirm and declare as  
under:-

1. That the deponent has filed the present complaint praying therein that (a) Respondent be directed to pay interest on the delayed period w.e.f. 7.10.2022 as per the provisions of the RERA Act and Rules till the delivery of all the amenities/facilities and occupation certificate; (b) Respondent be directed to provide with all amenities such as permanent electricity connection from PSPCL, Water connection from MCD, Swimming pool, Club house, Gymnasium, Children park, clean water, securities services, proper stilt car parking, occupation certificate as agreed in the agreement for sale and as per the provisions of the Act; (c) Respondent be further directed to refund the amount of maintenance charges of Rs. 97,343/- alongwith interest charged from the complainants w.e.f. 20.4.2023 to 31.3.2025, as the incomplete possession was delivered on 17.7.2023 without the availability of all the amenities/facilities as agreed in the agreement and in violation of the provision of the Act and, (d) Penalty be imposed and necessary action be taken against the respondents for the violations of the relevant provisions of RERA and (e) Any other relief as deemed fit & proper in the peculiar circumstances of the present case may also be granted to the complainants, in the interest of justice, fair play and equity.
2. That as the deponent was facing the hardships due to non-execution of the registered sale deed since long, therefore on the repeated requests of the complainant/deponent, sale deed in respect of the apartment was executed by the respondent in favour of the complainants.
3. That at the time of registration of sale deed, the respondent took the signatures on the alleged affidavit dated 9.4.2024 written in Punjabi



language stating to the complainant that the deponent and his wife shall withdraw their claim in respect of the execution of sale deed.

- 4. That the contents of the affidavit dated 9.4.2024 submitted by the respondent were not read over to the complainant and his wife. The complainant/deponent and his wife are not able to read and write Punjab language and even in the affidavit it is nowhere written that the contents of the affidavit were read over to the complainant and his wife.
- 5. That moreover, there are manifold shortcomings and non-completion of amenities pending and are still to be completed as prayed in the complaint. The question of withdrawal of the complaint as a whole does not arise at all. The complainant and his wife has signed on the affidavit dated 9.4.2024 with the anticipation that they will withdraw the claim in respect of the execution of registered sale deed only and are still agreed on their statement.

Chandigarh  
Dated:26.11.2024  
Verification: -

*[Signature]*  
Deponent

Verified that the contents of the above complaint from para no. 1 to 5 are true and correct to the knowledge of the complainant. No part of it is false and nothing has been concealed therein.

Chandigarh  
Dated:26.11.2024

*[Signature]*  
Deponent



Attested As Identified  
*[Signature]*  
Notary, Chandigarh (J.T.)

The contents of this Affidavit/Document has been explained to the deponent/assessants. He/She has admitted the same to be correct. The deponent/assessant has signed Register at Sr. No. \_\_\_\_\_ P. No. \_\_\_\_\_

11 APR 2025

On perusal of the para 4 and 5 of affidavit dated 26.11.2024, it observed that the complainants stated that they had signed the affidavit dated 09.04.2024 with the anticipation that they will withdraw the claim in respect of execution of registered sale deed only means that the complainant are well versed with the contents of the affidavit dated 09.04.2024.

7. Upon further scrutiny of the documents placed on record, particularly Annexure A-1 appended with the respondent reply, it is observed that the complainants had already entered into a full and final settlement with the

Respondent. The said document explicitly records that the complainants were "fully satisfied" with the terms of the settlement and had accepted possession of the unit after waiver of delayed interest and adjustment of delayed possession compensation amounting to ₹1,20,000/-. The act of executing this settlement voluntarily and accepting possession thereunder conclusively demonstrates that both parties had amicably resolved their disputes. Consequently, any subsequent attempt by the complainants to reopen the issue of interest or seek further compensation for delay lacks legal sanctity and contravenes the settled principle that once a matter is finally settled, the parties are bound by its terms. A registered affidavit is a document which is voluntarily made written statement given on oath which is legally formalized by Executive Judicial magistrate. A registered affidavit typically implies that the statement has been entered into a govt. register which makes it relatively difficult to challenge as forgery. In other words, the registered affidavit is a presumption of truth unless it is challenged or corroborated by other documents. The complainant has affirmed his statement in a registered affidavit and the same is denied through a notarized affidavit on the pretext that since the language of registered document was in Punjabi thus, he was not able to understand the same but signed under pressure.

8. Once a matter has been mutually settled and the complainants have accepted the benefits arising therefrom without any protest, the principle of *estoppel* squarely applies. Entertaining any subsequent claim for additional interest or compensation would not only undermine the sanctity of the concluded settlement but would also amount to reopening a matter that has attained finality. The present complaint, therefore, has all the ingredient to manifest that it is an afterthought, filed subsequent to adjustment of the amount already settled and accepted by the complainants themselves.

9. The relevant provisions of the Act also read to be perused :

**"19. Rights and duties of allottees: -**

1 to 7        xxx        xxx

(8) *The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) **may be reduced when mutually agreed to between the promoter and such allottee.***"

*(Emphasis supplied)*

9.1        The legislative intent behind Section 19(8) is clear — it recognizes that the relationship between a promoter and an allottee is not rigid but contractual in nature, allowing both parties to arrive at a **mutual settlement** that may **reduce or modify** their respective obligations, including the allottee's claim toward interest for delayed possession. Once such mutual agreement is executed in writing and acted upon, it operates as a valid modification of the original contractual terms. Therefore, the liability of the promoter to pay interest for delay, if any, stands **lawfully reduced or extinguished** to the extent mutually agreed between the parties.

10.        In the present case, the complainants have expressly acknowledged full satisfaction of their claims in the written settlement and have received the adjusted compensation of Rs.1,20,000/- and waiver of delayed interest in lieu of any delay-related dues. Having voluntarily executed such settlement by way of registered affidavit, the respondent and the complainants are bound by its terms. As per Section 19(8), their right to claim any further interest stands extinguished upon mutual reduction and settlement of liability. Hence, no residual or continuing cause of action survives in their favour for claiming additional interest.

11.        In view of the above discussion and in consonance with Section 19(8) of the Real Estate (Regulation and Development) Act, 2016, it is held that the obligations of the allottee, including the liability towards interest, stand reduced once a lawful mutual settlement is arrived at between the promoter and the allottee. Such a settlement, being voluntary and mutually binding documented in way of registered affidavit overrides the earlier terms

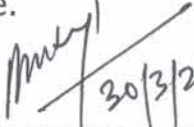
of the agreement to the extent modified. Accordingly, the complainants, having accepted possession, settled their dues, and recorded satisfaction in writing, does not have standing to claim any further monetary relief or compensation. Hence, in light of the executed full and final settlement and the express satisfaction recorded therein, the complaint on this issue is dismissed being devoid of merits.

12. On perusal of the reply of the respondent, it noticed that no evidence has been submitted by the respondent that occupation certificate/completion certificate has been obtained by the respondent. In this regard, the respondent is directed to obtain occupation certificate/completion certificate from competent authority at the earliest and furnish copy of the same to all the allottees including complainants. Further, as per affidavits of the complainant, sale deed in respect of unit in question has been executed. Therefore, the respondent is also directed to extend all assistance to all allottees including complainant under consideration in obtaining water connection, electricity connection etc from respective agencies.

13. The complainants have also submitted that maintenance charges amounting Rs.97,343/- has been charged for the period of 20.04.2023 to 31.03.2025 whereas possession of the unit has been taken on 17.07.2023. The respondent vide letter dated 01.04.2023 has offered possession of the apartment and requested to take over the possession by 20.04.2023. It was further contended that since there is no occupation certificate/completion certificate from competent authority hence the said possession offer is not legal. However, vide letter dated 19.05.2023, respondent again reminded about offer of possession. Thereafter, complainants have taken the possession of the unit on 17.07.2023 and liable to pay maintenance charges only w.e.f. 17.07.2023. But the respondent has also charged maintenance charges for the period of 20.04.2023 to 17.07.2023 when the respondent has no occupation certificate/completion certificate from competent authority as on

01.04.2023 at the time of offer of possession letter. Therefore, respondent is directed to adjust the excess maintenance charges taken for the period of 20.04.2023 to 16.07.2023 in future maintenance charges.

14. File be consigned to the record room after due compliance.

  
30/3/28  
(Binod Kumar Singh)  
Member, RERA, Punjab