AFR
Reserved on December 16, 2025
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HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW

RERA Appeal Defective No. - 125 of 2025

Lko. Development Authority Lko. Thru. Authorized Signatory Rohit Singh

…..Appellant(s)

Versus

Sushma Shukla

…..Respondent(s)

Counsel for Appellant(s) : Abhishek Khare,
Counsel for Respondent(s) :

Court No. - 20

HON'BLE PRASHANT KUMAR, J.

1. The instant RERA appeal under section 58 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'Act, 2016') has been filed by the appellant against judgement and order dated 01.04.2025 passed by the learned Tribunal in Appeal No. 100 of 2019 *(Smt. Sushma Shukla v. Lucknow Development Authority).*

Factual Matrix:

2. The appellant launched a project in the name of Srishti Apartments situated at Jankipuram Vistar, Lucknow (hereinafter referred to as

‘project in question’). The respondent applied for the allotment of a unit in the project in question and was allotted flat bearing no. 1101-G Block on the eleventh floor vide allotment letter dated 15.11.2011, which was later changed to flat no.6-G Block at the request of the respondent.

3. The total estimated cost was Rs.22,30,000/- and the respondent had opted for self finance for which he was supposed to pay 7 installments from 31.12.2011 till 31.03.2013. For this the appellant also issued ‘No Objection Certificate’ in favour of the respondents on their request for taking Home Loan subject to certain terms and conditions.

4. The flat was proposed to be handed over in 24 months as per clause 2.4 of the booklet i.e., on or before 15.11.2013. As there was a delay in handing over possession, the respondent filed a complaint before the U.P. RERA on 18.09.2018 under Section 31 of the Act, 2016 against the appellant. The complainant sought for delivery of possession with all amenities as per the registration book of the appellant and for payment of interest for a delay of five years in handing over possession, and for non-levy of GST at the time of execution of the sale deed.

5. On 05.12.2018 the parties entered into some private settlement/agreement and, only thereafter the sale deed of the unit came to be executed on 18.12.2018.

6. After hearing the complaint the learned Regulatory Authority has rejected the delay interest and compensation for lack of amenities on the ground that the parties entered into a settlement with the respondents vide its order dated 07.05.2019. The relevant extract of the order is as follows :

"विश्लेषण से स्पष्ट है कि दोनों पक्षों के मध्य विचाराधीन भू -सम्पदा इकाई के अधिग्रहण सम्बन्धी कार्यवाही पूर्ण की जा चुकी है तथा दिनांक- 18.12.2018 को इस भू-सम्पदा इकाई का निबन्धीकरण भी कराया जा चुका है। सूच्य है कि यह परियोजना रेरा में पंजीकृत विवरण के अन्तर्गत दिनांक 31.12.2018 को पूर्ण की जानी थी, अतः निर्धारित अवधि में ही अधिग्रहण दिया जा चुका है तथा निबन्धीकरण की कार्यवाही पूर्ण की जा चुकी है। यह भी स्पष्ट है कि परिवादिनी द्वारा एक शपथ - पत्र (पत्रावली क्रमांक- 36) दिया गया है जिसमें उसे प्रतिवादी से किसी प्रकार की कोई शिकायत नहीं होने तथा परियोजना से पूर्ण रूप से सन्तुष्ट होने का तथ्य भी अंकित किया है।

परिवादिनी ने अनुतोष में मुख्यतः वस्तु एवं सेवा कर को नहीं लगाये जाने तथा विलम्ब के कारण आवासीय ऋण पर दिये गये ब्याज को प्रतिवादी द्वारा भुगतान किये जाने की मांग की है परन्तु परिवादिनी द्वारा दिये गये शपथ -पत्र एवं दोनों ही पक्षों के मध्य हुए सम्पति विषयक निबन्धीकरण की कार्यवाही से स्पष्ट है कि अब किसी प्रकार का आर्थिक लेन -देन के प्रश्न को उठाना न्यायोचित नहीं होगा। जहां तक परिवादिनी द्वारा परियोजना में अन्य सुविधायें जैसे स्वीमिंग पूल, क्लब आदि को पूर्ण कराये जाने के अनुतोष का प्रश्न है, परिवादिनी को यह अधिकार होगा कि यदि यह सुविधायें पूर्ण नहीं की गई है तो पुनः उ०प्र० भू-सम्पदा विनियामक अधिनियम के अन्तर्गत वह परिवाद संस्थित कर सकता है।

अतः परिवादिनी के परिवाद में कोई बल नहीं है। परिवादिनी यदि इन सुविधाओं के निर्माण से पूर्णतः सन्तुष्ट नहीं रहता है तो उ०प्र० रेरा अधिनियम 2016 की धारा-14 की उपधारा -3 के अन्तर्गत अधिग्रहण प्राप्ति के 5 वर्ष तक परिवाद संस्थित कर सकता है जिसके लिए वह स्वतन्त्रण है। अतः परिवादिनी के परिवाद में परियोजना समय से पूर्ण होने, इकाई के निबन्धीकरण एवं अधिग्रहण की कार्यवाही पूर्ण होने के आधार पर बलहीन पाते हुए निरस्त किया जाता है। अन्य सुविधाओं के सम्बन्ध में परिवादिनी अधिनियम की धारा 14 की उप धारा -3 के अन्तर्गत भविष्य में कार्यवाही करने के लिए स्वतन्त्र रहेगा।"

7. Thereafter, on 04.06.2019 the physical Possession of the unit was handed over to the complainant.

8. Aggrieved by the order dated 07.05.2019 passed by the learned Regulatory Authority, the complainant preferred an appeal under Section 44 of the Act, 2016 before the U.P. Real Estate Appellate Tribunal, Lucknow (hereinafter referred to as 'Tribunal').

9. After hearing the parties and considering the facts and circumstances of the case, learned Tribunal, passed the impugned

judgement and order dated 01.04.2025 in Appeal No.100 of 2019. The relevant extract of the impugned judgement is as follows:

> *"20. Having due regard to the facts and circumstances of the case, the appeal is allowed by passing following orders:-*
>
> > *(i) The impugned order dated 07.05.2019 passed by the learned Regulatory Authority in Complaint No.9201819142, is set aside and quashed.*
> >
> > *(ii) The appellant allottee shall be entitled to interest at MCLR +1% with effect from 16.11.2013 till the date of physical possession of the unit, i.e., 04.06.2019, and on the amount so computed allottee shall be entitled to interest at MCLR+1% till the date of payment; the amount to be paid within forty five days from uploading of the order on the portal;*
> >
> > *(iii) The Regulatory Authority to proceed against the respondent under Chapter VIII for violating and not complying the mandatory obligation imposed upon the promoter under the Act, 2016.*
> >
> > *(iv) The Registrar to transmit this order to the learned Regulatory Authority at Lucknow, for compliance.*
> >
> > *(v) The cost of litigation is assessed at Rs.20,000/- to be paid to the appellant by the respondent promoter."*

10. The aforesaid judgement and order dated 01.04.2025 passed by the learned Tribunal in *Appeal No. 100 of 2019 (Smt. Sushma Shukla v. Lucknow Development Authority)* has been assailed by the appellant by means of the instant appeal with the following main prayer :-

> *"A. Set aside the judgement dated 01.04.2025 passed by the Learned Real Estate Appellate Tribunal in Appeal No. 100 of 2019 in re: 'Smt. Sushma Shukla v. Lucknow Development Authority' and all the other consequential orders."*

10. The following substantial questions of law are to be considered and determined in this instant appeal by this court :

> *"(A) Whether a private contract/settlement can override the provisions of the statute? and/or,*
>
> *(B) Whether agreement, which has been signed on the dotted line can be held to be valid?"*

Submissions of the learned counsel for the appellant :

11. Learned counsel for the appellant submits that the parties had entered into a settlement, if a settlement has been arrived at, there is no question for the learned Tribunal to have granted interest on compensation at MCLR+1% w.e.f. November 16, 2013 till the date of possession taken on June 4, 2019.

12. She further submitted that while granting such relief the learned Tribunal completely ignored the settlement between the party and passed the impugned judgement and order.

13. She further submitted that the provision of Section 88 of the Act, 2016 clearly states that Act shall be in addition to, and not in derogation of the provisions of any other law for the time being in force. The provisions of the Act, 2016 would not supersede the settlement, which had been arrived at between the parties.

14. She further submitted that the appellant is not liable to pay interest to the allottee. Learned Tribunal should not have directed to initiate proceeding under Chapter VIII of the Act, 2016 merely because the appellant did not adjust delayed interest under Section 18. This was not adjusted because there was no demand made by the respondents.

15. To buttress her arguments, she placed reliance on the judgement passed by the Hon'ble Supreme Court in the matter of ***Krishna Bahadur v. Purna Theatre,*** reported in *2004 SCC OnLine SC 956* and submits that the right can be waived by the party for whose benefit certain requirements or conditions had been provided by the statute subject to the conditions that no public interest is involved therein.

Analysis

16. Heard Ms. Aahuti Agarwal, Advocate holding brief of Shri Abhishek Khare, learned counsel for the appellant on admission and perused the record.

17. The learned Tribunal in para 5 of the impugned judgement and order has clarified that the facts *inter se* parties are not in dispute.

18. Learned Tribunal after hearing the matter considered the following questions to be adjudicated upon :-

> *A) Whether the appellant allottee is entitled to interest on her deposit till handing over possession of the unit in terms of proviso to section 18 (1) of the Act,2016 ?, and/or,*
>
> *B) Whether the settlement entered into between the parties, would waive the statutory obligations cast upon the promoter to pay interest to the allottee in the event of delay till handing over possession of the unit in terms of proviso to Section 18 (1) of the Act, 2016 ?*

19. Learned Tribunal has elaborately decided the above questions and passed the impugned judgement and order dated 01.04.2025 which has been assailed by the appellant in the instant appeal.

20. Before proceeding with the instant appeal, this Court deems it appropriate to examine with the objective of the RERA Act of

2016. The RERA Act of 2016 is introduced with the objective to ensure the accountability towards consumers, reducing fraud, imposing responsibilities and liabilities and to bring transparency in the real estate sector. The object and purpose of the statute have been clearly delineated by the Hon'ble Supreme Court ***Newtech Promoters and Developers Private Ltd. v. State of U.P. reported in (2021) 18 SCC 1*** , wherein it was observed as under:

> *"9. It was introduced with an object to ensure greater accountability towards consumers, to significantly reduce frauds and delays and also the current high transaction costs, and to balance the interests of consumers and promoters by imposing certain responsibilities on both, and to bring transparency of the contractual conditions, set minimum standards of accountability and a fast-track dispute resolution mechanism. It also proposes to induct professionalism and standardisation in the sector, thus paving the way for accelerated growth and investments in the long run.*
>
> ***
>
> *11. The Bill provides for establishment of the Authority for regulation and promotion of real estate sector, to ensure sale of plot, apartment or building or sale of real estate project in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and provide the adjudicating mechanism for speedy dispute redressal mechanism by establishing the Regulatory Authority and the adjudicating officer and in hierarchy, the Appellate Tribunal for early and prompt disposal of the complaint being instituted primarily by the homebuyers for whom this Act has been enacted by Parliament in 2016."*
>
> (emphasis added)

21. Before proceeding with the instant appeal, this Court also deems it appropriate to delve into the provisions of Section 18 of the RERA Act, 2016, which read as follows:

> *"**18. Return of amount and compensation**.—*

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

22. After perusal of the provisions of Section 18 of the Act, 2016, it is clear that the promoter has to give a specific date for completion

of the project and this date would be binding on the promoter to be taken as the date of completion of the project.

23. It is also clear from the above provision that if an allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till the handing over of the possession at such rate as may be prescribed.

24. In this case, evidently there was a delay in completion of the project. Sale deed was executed and the possession was handed over but the certificate of completion was only received on September 25, 2019. The proviso governs those allottees, who have continued in the delayed project.

25. The legislative mandate insofar such allottees is that they are entitled to interest on their deposit till the handing over of possession of the unit. A mandatory statutory obligation is cast upon the promoter to pay the interest to such allottees. The expression employed by the legislature is 'shall be paid by the promoter’. Unlike the main provision, under the proviso allottee is not required to make a demand for the interest. In the event promoter fails to comply the mandatory obligation to pay the interest, the promoter exposes itself for penal consequences under Chapter VIII of the RERA Act, 2016.

26. As for as the settlement is concerned, the respondent is said to have entered into a settlement thereby waiving of her right to receive the money towards interest and bare perusal of the settlement shows that a cyclostyled document on which the allottee has to put the signature on the dotted line. The settlement provides that there has been no delay in completion of the project/handing over possession of the unit by the promoter. It further provides that

the allottee has not suffered any financial/mental loss/harassment and that in future the allottee undertakes not to institute any complaint/petition before any forum/court against the promoter. It also provides that the allottee shall withdraw all pending cases instituted against the promoter.

27. This is also evident that the respondent has filed a complaint before the U.P. RERA and has prayed for delivery of possession with all amenities as per the registration book of the appellant and for payment of interest for a delay of five years in handing over possession, and for non-levy of GST at the time of execution of the sale deed.

28. Later the parties entered into a settlement agreement and the U.P. RERA rejected the complaint on the very same ground.

29. On perusal of the settlement, it appears that it is one-sided settlement, wherein the details of the allottee and her signatures are on a dotted line seeking waiver of all the obligation of the promoter even though project was delayed. Evidently, a person who has put his life time savings for his dream house/flat, has no strength to fight with the builder, and also has no choice but to sign on the dotted lines on an agreement drafted by the builder, wherein he creates a situation of “take it or leave it”, the flat owner will have no other alternative but to sign on the dotted lines. It will not be wrong to say that such settlement normally are executed under duress.

30. Even if the settlement is taken as binding document, this would be contrary to the proviso to Section 18 (1) of the Act, 2016. The allottee is entitled to interest till handing over possession. The promoter has to make an offer of possession of the unit to the

allottee after receiving completion certificate of the project. The accounts are required to be settled by the promoter of the unit on the date of offer/possession. It is a statutory obligation mandated by law that the promoter shall pay the interest, meaning thereby the promoter is bound to compute and disclose the quantum of money towards interest admissible and due to the allottee on his deposit at the time of offer of possession. In the event promoter fails to comply the statutory obligation, the promoter exposes itself for penal consequences.

31. Though it is open for the parties to feel negotiate the terms of the settlement and if there is a settlement, it is just a private agreement between the parties.

32. Now the question is whether a private settlement between the parties can have overriding effect on the statutory provisions of law?

33. Learned Tribunal has rightly held that the statutes that are enacted to govern the society and are designed to protect their interest, ensure fairness, justice and establish the minimum standard of behavior. The settlement cannot override the rights and obligations created by statutes in favour of a party. The proviso to Section 18 (1) of the Act, 2016 casts upon the promoter a statutory obligation to pay interest for the delayed project creates a statutory right in favour of allottee to receive the amount towards interest. Any agreement/settlement circumventing the statutory provision (proviso to Section 18 (1) of the Act, 2016), cannot contradict or circumvent the statutory requirements and the mandatory legal obligations that govern to protect the interest of the allottee. The compromise/settlement or the contract must align with the statutory provisions and the terms of the contract cannot be interpreted in a

manner that would contradict the statutory requirement of Act, 2016.

34. In view thereof, the promoter cannot shirk/resile from the responsibility/liabilities under the RERA Act, 2016 as the contractual terms cannot override the mandatory statutory obligations/rights created by the Act in favour of the allottee. The promoter in the given facts, cannot take shelter behind the one sided settlement imposed upon the allottee to waive its obligations mandated and imposed upon the allottee under the proviso to Section 18 (1) of the Act, 2016. The settlement of such a nature cannot be made a condition precedent by the promoter to handover possession of the unit to the allottee. The settlement is *void ab initio*.

35. In the case of ***Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan, reported in*** *(2019) 5 SCC 725*, Hon'ble Supreme Court after hearing the parties and perusing the records has held as under:

> *"6.1. In the present case, admittedly the appellant builder obtained the occupancy certificate almost 2 years after the date stipulated in the apartment buyer's agreement. As a consequence, there was a failure to hand over possession of the flat to the respondent flat purchaser within a reasonable period. The occupancy certificate was obtained after a delay of more than 2 years on 28-8-2018 during the pendency of the proceedings before the National Commission. In LDA v. M.K. Gupta [LDA v. M.K. Gupta, (1994) 1 SCC 243], this Court held that when a person hires the services of a builder, or a contractor, for the construction of a house or a flat, and the same is for a consideration, it is a "service" as defined by Section 2(1)(o) of the Consumer Protection Act, 1986. The inordinate delay in handing over possession of the flat clearly amounts to deficiency of service. In Fortune Infrastructure v. Trevor D'Lima [Fortune Infrastructure v. Trevor D'Lima, (2018) 5 SCC 442, this Court held that a person cannot be made to wait indefinitely for*

possession of the flat allotted to him, and is entitled to seek refund of the amount paid by him, along with compensation.

6.2. *The respondent flat purchaser has made out a clear case of deficiency of service on the part of the appellant builder. The respondent flat purchaser was justified in terminating the apartment buyer's agreement by filing the consumer complaint, and cannot be compelled to accept the possession whenever it is offered by the builder. The respondent purchaser was legally entitled to seek refund of the money deposited by him along with appropriate compensation.*

(emphasis added)

36. Hon'ble Supreme Court in the matter of ***Newtech Promoters & Developers (P) Ltd (supra)*** has categorically held that the right of an allottee under the provisions of Section 18(1)(a) and Section 19(4) of the RERA Act to seek refund and interest on delay in handing over possession is "absolute" and "unqualified", and is not dependent on any contingencies or stipulations contained in the agreement between the parties. The Court observed that the legislature has consciously provided this right irrespective of unforeseen events or stay orders, and that the promoter remains bound by the statute to honour these rights. The relevant para of the judgement are as follows :-

"21. If we take a conjoint reading of sub-sections (1), (2) and (3) of Section 18 of the Act, the different contingencies spelt out therein, (a) the allottee can either seek refund of the amount by withdrawing from the project; (b) such refund could be made together with interest as may be prescribed; (c) in addition, can also claim compensation payable under Sections 18(2) and 18(3) of the Act; (d) the allottee has the liberty, if he does not intend to withdraw from the project, will be required to be paid interest by the promoter for every months' delay in handing over possession at such rates as may be prescribed.

22. Correspondingly, Section 19 of the Act spells out "Rights and duties of allottees". Section 19(3) makes the allottee entitled to

claim possession of the apartment, plot or building, as the case may be. Section 19(4) provides that if the promoter fails to comply or being unable to give possession of the apartment, plot or building in terms of the agreement, it makes the allottees entitled to claim the refund of amount paid along with interest and compensation in the manner prescribed under the Act.

23. Section 19(4) is almost a mirror provision to Section 18(1) of the Act. Both these provisions recognise right of an allottee two distinct remedies viz. refund of the amount together with interest or interest for delayed handing over of possession and compensation.

24. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the court/tribunal, which is in either way not attributable to the allottee/homebuyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

(emphasis added)

37. Regarding the validity of the settlement or an agreement between the party which defeats the object of the provisions of RERA Act, 2016, this Court also deems it appropriate to delve into the provisions of Section 23 of the Indian Contract Act, 1872, which is as follows :-

*"23. **What considerations and objects are lawful, and what not.-***

The consideration or object of an agreement is lawful, unless—

it is forbidden by law; or

is of such a nature that, if permitted, it would defeat the provisions of any law; or

is fraudulent ; or

involves or implies, injury to the person or property of another; or

the Court regards it as immoral, or opposed to public policy.

In each of these cases, the consideration or object of an agreement is said to be unlawful. Every agreement of which the object or consideration is unlawful is void."

38. The above provision of Section 23 of the Indian Contract Act, 1872 expressly states that where the object of any agreement is of such nature that if permitted or allowed it would defeat the provisions of law is void. Where the object of an agreement is intended to circumvent the operation of a statutory provision, such an agreement is opposed to law and public policy. Thus, any agreement whose object is to defeat the provisions of any law is unlawful and *void ab initio*.

39. The agreement/settlement between the parties is void in case when it is permitted it would defeat the provisions of law. The Hon'ble Supreme Court in the matter of ***Union of India v. Col. L.S.N. Murthy*** reported in *(2012) 1 SCC 718* has held that an agreement is void if carrying it out requires breaking the law otherwise, courts should enforce it and not invalidate it unnecessarily. The relevant extract of the judgement is as follows:-

"19. We are, therefore, of the opinion that unless the effect of an agreement results in performance of an unlawful act, an agreement which is otherwise legal cannot be held to be void and if the effect of an agreement did not result in performance of an unlawful act, as a matter of public policy, the court should refuse to declare the contract void with a view to save the bargain

> *entered into by the parties and the solemn promises made thereunder."*
>
> (emphasis added)

40. In view of the aforesaid facts and circumstances, the appellant cannot get the advantage of the settlement entered into between the parties which are contrary to the statute. Any such settlement cannot override the rights and obligations created by statutes. Here the statute clearly lays down that if there is a delay in handing over the possession, the promoter will have to pay compensation.

41. A contract/settlement term is not binding if purchasers were forced to accept a builder-drafted agreement just to take a possession of the property on time. In this case, the consumer, after using his life-long savings to buy a flat or a house, or after taking out a loan, would have no other option but to sign on the dotted line to take possession of the flat.

42. Hon'ble Supreme Court in the matter of ***IREO Grace Realtech (P) Ltd. v. Abhishek Khanna,*** reported in *(2021) 3 SCC 241,* has held as under :-

> *"28. The aforesaid clauses reflect the wholly one-sided terms of the apartment buyer's Agreement, which are entirely loaded in favour of the developer, and against the allottee at every step. The terms of the apartment buyer's Agreement are oppressive and wholly one-sided, and would constitute an unfair trade practice under the Consumer Protection Act, 1986."*
>
> (emphasis added)

43. Hence it can be said that in case the clause of the agreement reflects that the agreement is one-sided agreement and particulars of the parties are written on dotted lines. This reflects that under

compulsion parties have to made signature on the agreement, it cannot be binding.

44. In this case the settlement/agreement shows that it was cyclostyled agreement wherein the parties have to enter the name and execute the settlement on a dotted lines. Undoubtedly the person, who was investing a huge amount of money, signs any document to get possession of the flat as early as possible. Such one-sided agreement, which has been executed under compulsion, cannot be said to be a valid document.

45. One-sided, unfair clauses in a contract or a agreement amount to an unfair trade practice under Section 2(1)(r) of the Consumer Protection Act, 1986. Hon'ble Supreme Court in the matter of ***Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan*** (supra) has held as under :-

> *"6.8. A term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder. The contractual terms of the agreement dated 8-5-2012 are ex facie one-sided, unfair and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2(1)(r) of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the builder."*
>
> (emphasis added)

Conclusion

46. In view of the above discussions and considering the judgements referred above, this Court has no hesitation in holding that the private settlement or an agreement cannot circumvent or supersede the obligations imposed on the parties by the provisions of the statute and also hold that an agreement or settlement arrived

at any level of duress or is against the provisions of statute, such agreement would be void.

47. In response to the question of law proposed above, it is found that no private contract/settlement can have overriding effect on the rights and obligations created by statutory provisions of law.

48. Considering the aforesaid facts and cirumstances, this Court does not find any illegality or irregularity in the impugned order passed by the learned Tribunal.

49. Hence, the impugned judgement and order dated 01.04.2025 passed by learned Tribunal is hereby ***upheld*** and ***affirmed.***

50. Accordingly, the instant appeal *sans* merit and is ***dismissed*** at the admission stage.

(Prashant Kumar,J.)

January 21, 2026
Anupam S/-