NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI

CONSUMER CASE NO. 34 OF 2022

1. HIMANSHU DEWAN & 5 ORS.
2. HIMANSHU DEWAN AND SONALI DEWAN
RESIDENT OF ; WT 05-1702, EXPERION WINDCHANTS SECTOR-112,
GURGAON
Haryana - 122 017
3. SRI KRISHNA AKKIPEDDI AND RADHA AKKIPEDDI
RESIDENT OF: C1/1347 VASANT KUNJ
NEW DELH-110070
4. RENUKA NAIR
RESIDENT OF WT-06,2102 EXPERION WINCHANTS SECTOR-112
GURGAON
Haryana - 122 017
5. KEWAL JIT SINGH SABHARWAL
RESIDENT OF WT-02,2102 EXPERION WINCHANTS SECTOR-112
GURGAON
Haryana - 122 017
6. PRADEEP SHARMA AND PURNIMA SHARMA
RESIDENT OF C1/1485 VASANT KUNJ
NEW DELHI-110070
7. SAURABH ARORA AND SWATI DEWAN ARORA
RESIDENT OF: WT 03-1003, EXPERION WINDCHANTS SECTOR-112
GURGAON
Haryana - 122 017 .....Complainant(s)

Versus

1. EXPERION DEVELOPERS PVT. LTD.
2. EXPERION DEVELOPERS PVT. LTD.
THROUGHBASAVARADDI KRISHNARADD MALAGI CHAIRMAN AND MANAGING DIRECTOR REGD. OFFICE AT: F-9, FIRST FLOOR, MANISH PLAZA 1 , PLOT NO. 7, MLU, SECTOR 10, DWARKA
NEW DELH-110075
3. EXPERION DEVELOPERS PVT. LTD.
CORPORATE OFFICE AT: 2ND FLOOR, PLOT NO. 18, INSTITUTIONAL AREA, SECTOR-32,
GURUGRAM
HARYANA-122001 .....Opp.Party(s)

BEFORE:

HON'BLE MR. JUSTICE R.K. AGRAWAL,PRESIDENT

For the Complainant : For the Complainants : Mr. Chandrachur Bhattacharyya, Advocate

For the Opp.Party : For the Opposite Party : Mr. Pravin Bahadur, Advocate
Mr. Vishnu Kant, Advocate
Mr. S. Anjani Kumar, Advocate

Dated : 16 Jan 2023

ORDER

1. The present Consumer Complaint has been filed under Section 35(1)(a) read with section 58(1)(a)(i) of the Consumer Protection Act, 2019 (for short "the Act") against Opposite Party, Experion Developers Pvt. Ltd. (hereinafter referred to as the Opposite Party Developer), by Himanshu Dewan and Sonali Dewan alongwith other Complainants / Purchasers of Residential Apartments in a Group Housing Project, namely, "WINDCHANTS" (for short "the Project"), being developed and constructed by the Opposite Party Developer in Gurgaon, Haryana, seeking refund of amount illegally charged towards excess sale area of the respective Apartment/Apartment by the Opposite Party Developer.

2. Briefly stated the facts of the case are that Complainants are allottees/buyers of Apartments in a Housing Project, namely, "WINDCHANTS" being developed and constructed by the Opposite Party Developer in Gurgaon, Haryana. All the Complainants have executed Builder Buyer Agreement / Sale Agreement with the Opposite Party Developer for purchase of respective Apartments/Units. Some Complainants namely, Sri Krishna Akkipeddi, Mr. Himanshu Dewan, Mr. Pradeep Sharma and Dr. Saurabh Arora are subsequent allottees, since they have purchased the Apartments/Units from Original Allottees and the rights and liabilities of the original allottees as per the Agreements stood transferred in their names by endorsing their names on the Agreements by the Opposite Party Developer.

3. It is averred that vide letter dated 27.04.2017, addressed to one of the Complainants, i.e., Mrs. Renuka Nair, the Opposite Party Developer intimated about the increase in sale area by 214 sq. ft. Relevant part of the letter dated 27.04.2017 is reproduced as under:

> *".... with the project reaching the handover stage we have got clarity on the overall areas and the subsequent impact on your respective unit.As per the said calculations the sale area of your apartment has increased by 214 sq. ft. and revised area of your unit accordingly is 4739 sq. ft....we thank you for reposing your trust in us. "*

4. The Opposite Party Developer sent separate demand letters demanding extra amount towards alleged excess sale area than that of mentioned in the respective Agreements from all the Complainants. All the Complainants paid extra amount towards alleged additional area without there being any actual increase in area of their Apartments/Units. The details of the payment made by the Complainants is tabulated as under:-

SL. No.	Name of Buyer	Total Price of apartment as per the agreement.	Total price paid	Amount charged illegally towards excess area.
1	Sri Krishna Akkipeddi and Radha Akkipeddi.	₹2,41,33,182/-	₹2,76,65,670/-	₹8,05,000/-
2	Renuka Nair.	₹4,20,91,524/-	₹4,63,57,291/-	₹20,41,953/-
3	Pradeep Sharma and Purnima Sharma.	₹2,41,33,181/-	₹2,56,44,486/-	₹7,97,812/-

4	Himanshu Dewan and SonaliDewan.	₹2,92,89,639/-	₹3,16,31,109/-	₹13,18,240/-
5	KawalJit Singh Sabharwal	₹2,92,89,639/-	₹3,21,13,475.50/-	₹13,31,488/-
6	SaurabhArora and Swati DewanArora.	₹1,75,51,200/-	₹2,02,84,187/-	₹9,97,266/-

5. It is averred that there has neither been any increase in the carpet area of the Apartment/Unit nor there has been an increase in the area on which the Project is developed. The Opposite Party Developer without any basis or evidence has arbitrarily and illegally increased the Area of the Apartments/Units and has charged illegally for excess area from all the Complainants.

6. It was further stated that since all the Complainants have the same interest, relying on the Judgment passed by the Hon'ble Supreme Court in *'Brigade Enterprises Limited vs. Anil Kumar Virmani & Ors.' reported in (2022) 4 SCC 138*, the Complainants have filed the present Joint Complaint under section 35(1)(a) r/w Section 58(1)(a)(i) of the Consumer Protection Act, 2019, with following prayer:-

a. Pass orders and direct the opposite party to refund to the Complainants the amount deposited by each of them towards alleged excess sale area as indicated in para 10 of this complaint with 18% interest.

b. Pass orders and direct the opposite parties to refund to the Complainants the extra amounts collected beyond the scope of the agreements with 18% interest.

c. Pass any further order or orders which this Hon'ble Commission deems fit and proper in the interest of Justice

7. It is further stated the issue of alleged excess sale area pertaining to the very same Developer and very same Project has already been decided by this Commission vide Order dated 26.08.2020 in ***CC No. 285 / 2018 and CC No. 286 / 2018 entitled 'Pawan Gupta vs. Experion Developers Pvt. Ltd.***' The Order dated 26.08.2020 passed by this Commission has attained finality as the Civil Appeal No. 3703 – 3704 of 2020 filed by the Opposite Party Developer challenging the Order dated 26.08.2020 passed by this Commission, has been dismissed by the Hon'ble Supreme Court vide Order dated 12.01.2021. Even the *Review Petition (Civil) Nos. 1357 – 1358 of 2021* seeking review of the Order dated 12.01.2021 passed in *Civil Appeal No. 3703 – 3704 of 2020*, has also been dismissed by the Hon'ble Supreme Court vide Order dated 11.01.2022.

8. The Complaint was resisted by the Opposite Party Developer by filing Written Statement in which it was stated that the present Complaint is not maintainable since the Conveyance Deeds on the basis of increased sale area, have been executed in favour of all the Complainants without any protest therefore there is no cause of action surviving with respect to aspect of the sale area of the Apartments; there is no commonality or similarity amongst the Complainants because Complainant No. 1, 2 and 5 are subsequent allottees and they came into picture much after the increase in sale area and even the alleged payment for the same has already been made by the concerned predecessor/original allottees without any protest; In the case of Complainant No. 6, the original allottee was already intimated about increase in sale area, who never objected to the increased sale area and Complainant No. 6 was well aware about the increase sale area and made the payment for the increase in sale area without any protest. Complainant Nos. 3 & 4 are original allottees and they have made the payment of increase in sale area without any protest. It was submitted that the Judgment passed by the Hon'ble Supreme Court in ***Brigade Enterprises Ltd. (supra)*** did not apply to the present case because the Complainants are neither similarly placed nor on equal footing since all the Complainants are not allottees of the same tower in the Project. While Complainant No. 2, 5 & 4 are allottees of Tower WT-02, Complainant No. 1, 6 & 3 are allottees of Tower WT-05, WT-03 & WT-06 respectively.

9. The Complaint is barred by limitation since the Complainants got intimation of increase in sale area vide letter dated 27.04.2017. However, they have filed Complaint in Feb. 2022, i.e., nearly 3 years after the lapse of limitation period as such the Complaint is also not maintainable.

10. The Conveyance Deeds in respect of all the Complainants have been executed. Apartment Buyer Agreement being a contract for service, stood discharged by execution of the Conveyance Deeds as such none of the Complainants can still claim to be Consumers of the Opposite Party Developer. Complainant Nos. 1, 2 & 5 are subsequent allottees, who came into the picture only post receipt of Occupancy Certificates.

11. It was further stated that even if this Hon'ble Commission directs to refund of increased sale area charges, a consequent direction would also be needed to be issued to cancel the existing registered Conveyance Deeds already executed in favour of the Complainants, as such the issue involved in the present Complaint cannot be decided by this Commission in summary jurisdiction and the present Complaint is liable to dismissed.

12. It was further stated that the total value of services involved in the present case is ₹72 Lakh (Approx.) which is below ₹2 Crore, i.e., pecuniary jurisdiction of this Commission as such the present Complaint is liable to be dismissed on this ground.

13. Reliance was placed on the Architect's Certificate dated 23.09.2020 issued by D-Idea Architect and Report dated 23.09.2020 prepared by Knight Frank in order to substantiate that there was an actual increase in the sale area of the Apartments and the measurements of the sale area is in accordance with the terms of the Apartment Buyer Agreements executed between the Parties. It was submitted that they have legally collected charges towards actual increase in the sale area and there is no deficiency in service on their part. It was prayed that the Consumer Complaint be dismissed.

14. I have heard Mr. Chandrachur Bhattacharyya, learned Counsel for the Complainants, Mr. Pravin Bahadur, learned Counsel for the Opposite Party Developer and perused the Complaint, Written Statement and given a thoughtful consideration to the various pleas raised by them.

15. The contention of the learned Counsel for the Opposite Party that the Complainant Nos. 1, 2, 5 & 6 being subsequent purchasers are not 'Consumers' is rejected in view of the Judgment passed by the Hon'ble Supreme Court in ***"Laureate Buildwell Pvt. Ltd. vs. Charanjeet Singh" [2021 SCC OnLine SC 479],*** wherein it has been held that subsequent purchaser who takes over the obligation of the Original purchaser to pay the balance amount, would not per se exclude them from the description of a Consumer, by observing as under:-

> ***"23. The builder does not deny that upon issuance of the endorsement letter, the purchaser not only stepped into the shoes of the original allottee but also became entitled to receive possession of the flat. There is no denial that the purchaser fulfils the description of the complainant/consumer and is entitled to move any forum under the Consumer Protection Act for any deficiency in service. The question then is whether a subsequent purchaser is not entitled to similar treatment as the original allottee, and can be denied relief which otherwise the original allottee would have been entitled to, had she or he continued with the arrangement. An individual such as the original allottee, enters into an agreement to purchase the flat in an on-going project where delivery is promised. The terms of the agreement as well as the assurance by the builder are that the flat would be made available within a time-frame. It is commonplace that in a large number of such transactions, allottees are not able to finance the flat but seek advances and funds from banks or financial institutions, to which they mortgage the property. The mortgage pay-outs start initially after an agreed period, commencing in a span of about 15 to 24 months after the agreement. This would mean that in most cases, allottees start repaying the bank or financial institutions with instalments (mostly equated monthly instalments) towards the principal and the interest spread over a***

period of time, even before the flats are ready. If these facts are taken into consideration, prolongation of the project would involve serious economic repercussions upon such original allottees who are on the one hand compelled to pay instalments and, in addition, quite often-if she or he is in want of a house-also pay monthly rents. Such burdens become almost intolerable. It is at this point that an indefinite wait is impossible and allottees prefer to find purchasers who might step into their shoes. That such purchasers take over the obligations of the original allottee - either to pay the balance instalments or to wait for sometime, would not per se exclude them from the description of a consumer. All that then happens is that the consumer forum or commission - or even courts have to examine the relative equities having regard to the time frame in each case.

16. So far as the contention of the Opposite Party Developer that the present Complaint is barred by limitation is concerned, it is observed that the Complainants deposited the alleged demand of excess sale area under the threat if they failed to deposit the amount the possession of the respective Apartments would not be offered/given and the Conveyance Deeds would not be executed. The Conveyance Deeds have been executed in the present case between 13.04.2018 to 26.09.2019. The Hon'ble Supreme Court vide order passed in *suo-motu Writ Petition (Civil) No. 03 / 2020* has suspended the limitation period from 15.03.2020 to 28.02.2022. Even otherwise, there was continuing cause of action till 26.08.2020, i.e., the date when the issue of Excess Sale Area was decided by this Commission in *CC No. 285 / 2018 and CC No. 286 / 2018 entitled 'Pawan Gupta vs. Experion Developers Pvt. Ltd.*' The present Complaint has been filed on 25.02.2022. Accordingly, it is held that the present Consumer Complaint has been filed within limitation. The contention of the Opposite Party Developer that execution of Conveyance Deeds, ceases the right of the Complainants to be 'Consumers' is rejected in view of the Judgment passed by the Hon'ble Supreme Court in ***'Arifur Rahman Khan v. DLF Southern Homes (P) Ltd., (2020) 16 SCC 512'***, wherein it has been held as under:-

> ***"40. The flat purchasers invested hard-earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the Consumer Forum by seeking a deed of conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the deed of conveyance pending protracted consumer litigation.***

41. 41 ….. Consequently, we are unable to subscribe to the view of Ncdrc that flat purchasers who obtained possession or executed deeds of conveyance have lost their right to make a claim for compensation for the delayed handing over of the flats."

18. In the peculiar facts and circumstances of the case, there is no need to pass an Order / Direction regarding cancellation of Conveyance Deeds. The issue of Excess Sale Area can be resolved by passing an Order / Direction for refund of amount charged towards excess sale area alongwith direction to execute Supplementary Correction Deed, which is executed in case of any error/mistake in the Conveyance Deed. Thus, the presumption of the Opposite Party Developer passing a consequential direction of cancellation of registered Conveyance Deeds already executed in favour of the Complainants, is misplaced.

19. Undisputedly, all the Complainants are purchasers of Apartments in Project "WINDCHANTS" being developed and constructed by the Opposite Party Developer in Gurgaon, Haryana. They all have prayed for refund of amount charged allegedly towards excess sale area. The Hon'ble Supreme Court of India in ***"Brigade Enterprises vs. Anil Kumar Virmani & Ors." Reported in (2022) 4 SCC 138***, has held as under:-

> ***"35. A careful reading of the above provisions would show that there is no scope for the contention that wherever there are more consumers than one, they must only take recourse to Order 1 Rule 8 CPC, even if the complaint is not on behalf of or for the***

benefit of, all the consumers interested in the matter. There may be cases where only "a few consumers" and not "numerous consumers" have the same interest. There is nothing in the Act to prohibit these few consumers from joining together and filing a joint complaint. A joint complaint stands in contrast to a complaint filed in a representative capacity. For attracting the provisions of Section 35(1)(c), the complaint filed by one or more consumers should be on behalf of or for the benefit of numerous consumers having same interest. It does not mean that where there are only very few consumers having the same interest, they cannot even join together and file a single complaint, but should take recourse only to independent and separate complaints.

36. It is true that Section 2(5)(i) uses the expression "a consumer". If the vowel "a" and the word "consumer" appearing in Section 2(5)(i) are to be understood to exclude more than one person, it will result in a disastrous consequence while reading Section 2(5)(vi). Section 2(5)(vi) states that in the case of death of a consumer, "his legal heir or legal representative" will be a complainant. Unless the words "legal heir" and "legal representative" are understood to mean "legal heirs" and "legal representatives", a meaningful reading of the provision may not be there.

37. Under Section 13(2) of the General Clauses Act, 1897, words in the singular shall include the plural and vice versa in all Central Acts and Regulations, unless there is anything repugnant in the subject or context. We cannot read anything repugnant in the subject or context of Section 2(5) or 35(1)(c) or 38(11) of the Consumer Protection Act, 2019 to hold that the word in the singular, namely, "consumer" will not include the plural.

38. We may take for example a case where a residential apartment is purchased by the husband and wife jointly or by a parent and child jointly. If they have a grievance against the builder, both of them are entitled to file a complaint jointly. Such a complaint will not fall under Section 35(1)(c) but fall under Section 35(1)(a). Persons filing such a complaint cannot be excluded from Section 2(5)(i) on the ground that it is not by a single consumer. It cannot also be treated as one by persons falling under Section 2(5)(v) attracting the application of Order 1 Rule 8 CPC read with Section 38(11).

39. Therefore, the proper way of interpreting Section 35(1) read with Section 2(5), would be to say that a complaint may be filed:

(i) by a single consumer;

(ii) by a recognised consumer association;

(iii) by one or more consumers jointly, seeking the redressal of their own grievances without representing other consumers who may or may not have the same interest;

(iv) by one or more consumers on behalf of or for the benefit of numerous consumers; and

(v) the Central Government, Central Authority or State Authority."

20. In view of the Judgment passed by the Hon'ble Supreme Court in '***Brigade Enterprises Ltd. v. Anil Kumar Virmani***' (supra), the instant Complaint filed under section 35(1)(a) r/w Section 58(1)(a)(i) of the Consumer Protection Act, 2019, is maintainable as Joint Complaint before this Commission.

21. As far as the contention of the Opposite Party Developer regarding pecuniary jurisdiction is concerned, this Commission in the case of "***M/s. Pyaridevi Chabiraj Steels Pvt. Ltd. vs. National Insurance***

Company Ltd. & 3 Ors." [CC No. 833 of 2020 dated 28.08.2020], had considered the provisions of Section 34(1), 47(1)(a)(i) and 58(1)(a)(i) of the Consumer Protection Act, 2019 and has held that the value of the goods paid as consideration alone to be taken for determining the Pecuniary Jurisdiction of the District Commission, State Commission or the National Commission as the case may be and not the value of the goods or services purchased or taken. For ready reference, paragraphs 7, 8 and 9 of the Order dated 28.08.2020 passed in the case of *"M/s. Pyaridevi Chabiraj Steels Pvt. Ltd." (supra)* are reproduced below:-

- ***7. The submission made by the learned Senior Counsel appearing for the Complainant cannot be accepted. It is no doubt true that under the Act of 1986, pecuniary jurisdiction was to be determined by taking the value of the goods or services and compensation, if any, claimed. Meaning thereby that the value of the goods or services as also the compensation is to be added to arrive at a conclusion as to whether the National Commission has the jurisdiction or not. This law was laid down by a three Member Bench of this Commission in Ambrish Kumar Shukla & 21 Ors. Vs. Ferrous Infrastructure Pvt. Ltd, I (2017) CPJ I (NC). Thus in the Act of 1986 it was "the value of the goods or services and the compensation claimed" taken into consideration while determining the pecuniary jurisdiction. For example, if a person has agreed to purchase a Flat/ Apartment/ Plot for about Rs.60,00,000/- and he is claiming refund as also compensation of Rs.50,00,000/- then the value will exceed Rs.1,00,00,000/- and the Consumer Complaint has to be filed before the National Commission. Similar,would be the case of taking Insurance Policy of above Rs.1,00,00,000/-or may be below Rs.1,00,00,000/- but taking into consideration the premium paid and the compensation claimed if the value exceeds Rs.1,00,00,000/- the Consumer Complaint has to be filed before the National Commission.***

  8. It appears that the Parliament, while enacting the Act of 2019 was conscious of this fact and to ensure that Consumer should approach the appropriate Consumer Disputes Redressal Commission whether it is District, State or National only the value of the consideration paid should be taken into consideration while determining the pecuniary jurisdiction and not value of the goods or services and compensation, and that is why a specific provision has been made in Sections 34 (1), 47 (1) (a) (i) and 58 (1) (a) (i) providing for the pecuniary jurisdiction of the District Consumer Disputes Redressal Commission, State Consumer Disputes Redressal Commission and the National Commission respectively.

  9. For ready reference the provisions of Sections 34 (1), 47 (1) (a) (i) and 58 (1) (a) (i) of the Act of 2019 are reproduced below:

  "34. (1) Subject to the other provisions of this Act, the District Commission shall have jurisdiction

  to entertain complaints where the value of the goods or services paid as consideration does not exceed one crore rupees:"

  "47. (1) Subject to the other provisions of this Act, the State Commission shall have jurisdiction—

  (a) to entertain—

  (i) Complaints where the value of the goods or services paid as consideration, exceeds rupees one crore, but does not exceed rupees ten crore:"

  "58. (1) Subject to the other provisions of this Act, the National Commission shall have jurisdiction—

  (a) to entertain—

(i) complaints where the value of the goods or services paid as consideration exceeds rupees ten crore:""

22. There cannot be any dispute that in the case of "Ambrish Kumar Shukla" (supra) this Commission has held that the "value of goods and services as also compensation" claimed is to be taken into consideration while determining the Pecuniary Jurisdiction but now under the Consumer Protection Act, 2019 the Pecuniary Jurisdiction has to be determined by taking only the "value of consideration paid". By Notification dated 30.12.2021, the pecuniary jurisdiction of this Commission has been revised to ₹2 Crore. Undisputedly, in the present case, the value of the consideration paid by each of the Complainants is more than ₹2Crore. Accordingly, the present complaint falls within pecuniary jurisdiction of this Commission and is maintainable before this Commission.

23. The issue regarding Excess Sale Area of the Apartments in the same Project, i.e. 'Windchants' has been dealt in detail by this Commission vide Order dated 26.08.2020 in ***CC No. 285 / 2018 and CC No. 286 / 2018 entitled 'Pawan Gupta vs. Experion Developers Pvt. Ltd.***' by observing as under:-

"The complaints have been filed mainly for two reasons.The first is that the opposite party has demanded extra money for excess area and second is the delay in handing over the possession.In respect of excess area, the complainant has made a point that without any basis the opposite party sent the demand for excess area and the certificate of the architect was sent to the complainant, which is of a later date.The justification given by the opposite party that on the basis of the internal report of the architect the demand was made for excess area is not acceptable because no such report or any other document has been filed by the opposite party to prove the excess area.Once the original plan is approved by the competent authority, the areas of residential unit as well as of the common spaces and common buildings are specified and super area cannot change until there is change in either the area of the flat or in the area of any of the common buildings or the total area of the project (plot area) is changed.The real test for excess area would be that the opposite party should provide a comparison of the areas of the original approved common spaces and the flats with finally approved common spaces/ buildings and the flats.This has not been done.In fact, this is a common practice adopted by majority of builders/developers which is basically an unfair trade practice.This has become a meansto extract extra money from the allottees at the time when allottee cannot leave the project as his substantial amount is locked in the project and he is about to take possession.There is no prevailing system when the competent authority which approves the plan issues some kind of certificate in respect of the extra super area at the final stage.There is no harm in communicating and charging for the extra area at the final stage but for the sake of transparency the opposite party must share the actual reason for increase in the super area based on the comparison of the originally approved buildings and finally approved buildings.Basically the idea is that the allottee must know the change in the finally approved lay-out and areas of common spaces and the originally approved lay-out and areas.In my view, until this is done, the opposite party is not entitled to payment of any excess area.Though the Real Estate Regulation Act (RERA) 2016 has made it compulsory for the builders/developers to indicate the carpet area of the flat, however the problem of super area is not yet fully solved and further reforms are required."

19. On the basis of the above discussion, both the complaints being CC No. 285 of 2018 and CC No. 286 of 2018 are partially allowed as under;-

(i) The demand for excess area is cancelled and the opposite party is directed to send revised demand excluding for the demand of excess area without adding any new demand within a period of 30 days along with the offer of possession….."

24. The Order dated 26.08.2020 passed by this Commission has attained finality as the *Civil Appeal No. 3703 – 3704 of 2020* entitled *'Experion Developers Pvt. Ltd. vs. Pawan Gupta*' filed by the Opposite Party Developer challenging the Order dated 26.08.2020 passed by this Commission, has been dismissed by the Hon'ble Supreme Court vide Order dated 12.01.2021. Even the *Review Petition (Civil) Nos. 1357 – 1358*

of 2021 seeking review of the Order dated 12.01.2021 passed in *Civil Appeal No. 3703 – 3704 of 2020*, has also been dismissed by the Hon'ble Supreme Court vide Order dated 11.01.2022. Accordingly, in view of the Order dated 26.08.2020 in *CC No. 285 / 2018 and CC No. 286 / 2018 entitled 'Pawan Gupta vs. Experion Developers Pvt. Ltd.*', the demand of excess sale area is cancelled.

25. For the reasons stated hereinabove, the present Consumer Complaint is partly allowed. The Opposite Party Developer is directed to refund the amount collected towards excess sale area to the Complainants within 6 weeks from today. The Opposite Party Developer shall execute the Supplementary Correction Deeds in favour of the respective Complainants within 6 weeks from today. The Opposite Party Developer is further directed to pay a sum of ₹50,000/- towards costs to each of the Complainants.

.....J
R.K. AGRAWAL
PRESIDENT