

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER,
HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM**

Complaint no. : 238 of 2023
Date of decision : 23.05.2023

Shalini Chhabra And Jag Mohan Chhabra
ADDRESS: 560, Mount Kailash, Tower-3
East of Kailash, New Delhi-110065

Complainants

Versus

DLF Universal Limited (now called DLF Ltd.),
ADDRESS: DLF Centre, Sansad Marg,
New Delhi-110001


Respondent

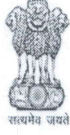
APPEARANCE:

For Complainant: Mr. Rishabh Jain Advocate
For Respondent : Mr. Ishaan Dang Advocate

HARERA
GURUGRAM
ORDER

1. This is a complaint filed by Shalini Chhabra and Jag Mohan Chhabra (buyers/ allottees) against DLF Universal Ltd. (now called as DLF Ltd.) (promoter) seeking compensation. Alleging breach of Contract, false promises, gross unfair trade practices and deficiencies in the services, on the part of


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respondent, the complainants through present complaint, have prayed for following reliefs:-

- (i) Direction to the respondent to withdraw/cancel revoke/waive-off the excess amount charged and collected by the same (respondent) illegally, unlawfully and fraudulently and to compensate such amount back to the complainants with legitimate interest as per the agreement between the parties.
- (ii) Direction to the respondent to compensate the expenses incurred by the complainants for inspection reports and rectification of defects, defaults, deficiencies, short-comings in the structure and designs of the house with legitimate interest as per the agreement between the parties.
- (iii) Direction to the respondent to compensate for every month of delay in offering the possession of the house to the complainants from 30 January 1995 to 15 September 2003, on the amount taken from them (complainants) for the sale consideration for the aforesaid house with

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- interest as per the agreement between the parties.
- (iv) Direction to the respondent to compensate in the form of interest on the amount collected for the Flat of Hamilton Court (agreement-2), for delay adjustment of the amount in the Town Houses.
- (v) Direction to the respondent to pay compensation of Rs. 25,00,000/- (twenty five lakhs) to the complainants for facing and undergoing immense pain, torture, agony, harassment, stress, anxiety, financial loss, injury and disturbance of mental tranquillity due to the lapses of the respondent for a very long period.
- (vi) Direction to the respondent to complete the construction of common area infrastructural amenities and facilities for the complainants and other buyers of the Town Houses.
- (vii) Direction to the respondent to pay legal expenses of R. 3,00,000/- incurred by the complainants for contesting and representing their statutory rights and claims before various authorities Tribunals and courts of Law.
- (viii) Any other relief, damages, compensation interest which the Hon'ble Adjudicating Officer may


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deem fit and proper be passed in the interest of justice in favour of the complainants/allottees and against respondent/promoter/developer.

2. According to complainants, they were allotted Ground Floor, and First floor 01 and first Floor 02 in Town Houses constructed on Plot No. B-3/20 measuring 420 sq. meters in the project called "DLF Qutab Enclave, developed by the respondent. The respondent committed gross indifference, refusal, failure of various obligations on its part. Same (respondent) made the complainants to pay their hard earned money in purchase of aforementioned units. Same did not fulfil its obligations rather threatened them (complainants) to take possession. There remained many deficiencies, defaults, and defects, both in structure and design. Basic amenities like electricity and water were not available. In fact, Town Houses were not in liveable condition. They (complainants) sent various letters indicating and highlighting structural deficiencies, defaults, and defects including lack of availability of basic amenities like water and electricity. The respondent did not pay any heed.
3. Contending all this, the complainants sought reliefs from the respondent, as described above.
4. The respondent filed reply contradicting claims, as made by the complainants. One of objections raised by respondent is

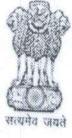
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that present complaint is not maintainable, same (complaint) being hopelessly barred by limitation. Moreover, the complainants have already filed several complaints, including complaint before National Consumer Disputes Redressal Commission (NCDRC), New Delhi in 2005, complaint before The Monopolies and Restrictive Trade Practices Commission in 2009, which was transferred to The Competition Appellate Tribunal. The complainants approached Hon'ble Supreme Court of India also, by filing Special Leave Petition under Article 136 of Constitution of India. All these complaints and SLP have been dismissed.

5. I heard learned counsels representing both of the parties, on pre-issue as to whether present complaint is not maintainable being barred by limitation.
6. Admittedly, the complainants have received possession of unit in question on 15.09.2003. Conveyance deed has been executed/registered on 04.01.2005. As per record, complaint in hand was filed on 13.02.2023. The Act of 2016 does not prescribe period of limitation within which, a complaint seeking compensation, is to be filed, even then, this is public policy that a litigant should exhaust his/her remedy within reasonable time. As detailed above, even as per complainants, they filed their complaint i.e No. 3596/2016 on 14.08.2019 (online) and on 04.09.2019 (physically). In

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this way, present complaint was filed, after about 16 years of taking possession of subject unit.

7. *In case tilted as Smt. Mira Mahbubani Vs. M/s Ireo Grace Realtech Pvt. Ltd. Complaint no. 242/2018*, complaint was dismissed by the authority, on ground that it was time-barred. It was observed ^{that} after the cancellation of unit on 11.02.2015, the complainant failed to take up the matter with the respondent and now, after a lapse of more than three years, same (complainant) filed complaint.
8. In the facts as mentioned above, in my opinion, present complaint ^{is} hopelessly delayed and hence liable to be dismissed. Same is thus dismissed.
9. Parties to bear their own costs.
10. File be consigned to records.

HARERA
GURUGRAM
(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory Authority
Gurugram