



HARERA
GURUGRAM

Complaint No. 2045 of 2023

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Complaint no. :	2045 of 2023
Date of filing:	26.05.2023
Date of decision :	05.04.2024

Vikas Panchal

**R/o # 282/9A, Aggarwal Colony, Bahadurgarh, Jhajjar
Haryana-124507**

Complainant

Versus

M/s Pivotal Infrastructure Pvt. Ltd.

**Office address: 309, 3rd floor, JMD Pacific Square, Sector
15, Part-II, Gurugram, Haryana-122001**

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Shri. Abhimanyu Rao (Advocate)

Complainant

Shri Sidharth Sehjwal (AR of respondent)

Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations,



responsibilities and functions as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details

2. The particulars of the project, the amount of sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name and location of the project	"Pivotal Paradise" at sector 62, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	5 acres
4.	DTCP license no.	05 of 2016 dated 30.05.2016 valid upto 25.05.2021
5.	RERA Registered/ not registered	Registered vide no. 178 of 2017 dated 01.09.2017 valid upto 29.05.2021
6.	Unit no.	1202, 12th floor, Tower-02 (page 28 of complaint)
7.	Unit area admeasuring	566 sq. ft. (Carpet area) (page 28 of complaint)
8.	Date of allotment	30.11.2016 (page 17 of complaint)
9.	Date of builder buyer agreement	04.04.2017 (Page 27 of complaint)



10.	Triparty agreement with PNB housing finance	16.03.2018 (Pg. 58 of complaint)
11.	Date of building plan approval	25.07.2016 (page 28 of reply)
12.	Environmental clearance dated	28.07.2017 (page 17 of reply)
13.	Possession Clause	8.1 EXPECTED TIME FOR HANDING OVER POSSESSION <i>Except where any delay is caused on account of reasons expressly provided for under this Agreement and other situations beyond the reasonable control of the Company and subject to the Company having obtained the occupation/completion certificate from the competent authority(ies), the company shall endeavor to complete the construction and handover the possession of the said Apartment within a period of 4 years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the Project, whichever is later, subject to timely payment by the Allottee of all the amounts payable under this Agreement and performance by the Allottee of all other obligations hereunder.</i>
14.	Due date of possession	28.01.2022



		<p>[Due date of possession calculated from the date of environmental clearance i.e., 28.07.2017 being later + grace period of 6 months on account of Covid-19]</p> <p>*the due date of possession has been inadvertently mentioned as 28.01.2021 instead of 28.01.2022 in the proceedings dated 22.12.2023.</p>
15.	Total sale consideration	₹ 23,09,500/- (page 30 of complaint)
16.	Amount paid by the complainant	₹ 21,51,444/- (as per sum of receipts at pg. 64-70 of complaint) * the amount paid has been inadvertently mentioned as ₹20,20,050/- instead of ₹ in the proceedings dated 22.12.2023
17.	Occupation certificate	Not yet obtained
18.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
- That the complainant Vikas Panchal, is R/o 282/9A, Aggarwal Colony, Bahadurgarh, Jhajjar, Haryana-124507. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, complainant falls under the category of "Allottee" and is bound by the duties and obligations mentioned in the said act and is under the territorial jurisdiction of this Hon'ble Regulatory Authority.
 - That the respondent M/s Pivotal Infrastructure Pvt Ltd, is a company incorporated under the Companies Act, 1956 having registered office at plot no-12, Sector-4, Faridabad Haryana-121004, Haryana. That as per Sec 2(zk) of the Real Estate



(Regulation and Development) Act, 2016, respondent falls under the category of “promoter” and is bound by the duties and obligations mentioned in the said act. And is under the territorial jurisdiction of this Hon’ble Regulatory Authority.

- c. That DTCP Haryana has issued licence no. 86 of 2014 to respondent to develop an affordable housing project as per the guidelines mentioned under Affordable Housing Policy 2013, issued by Government of Haryana, vide Town and Country Planning Department’s notification dated 19.08.2013. That the project in question is known as “PIVOTAL PARADISE” at Sector 62, Gurugram, Haryana which is a Project under Affordable Housing Policy 2013, issued by Government of Haryana (hereinafter called the Project).
- d. That in year 2016, Vikas Panchal got information about an advertisement in a local newspaper about the affordable housing project “PIVOTAL PARADISE” at Sector 62, Gurugram, Haryana. When he called on the phone number provided in the newspaper, the marketing staff of the respondent showed a rosy picture of the project and allured him with the proposed specifications and invited him for a site visit. That the complainant visited the project site and met with local staff of respondent. Local staff of the respondent gave an application form and assured that possession would be delivered within 36 months, as they were told that it is a government project having fixed payment instalment in every 6 months, and on the last instalment, the possession will be delivered.



- e. That the complainant applied for a 2 BHK residential apartment in an upcoming project of the respondent, namely " PIVOTAL PARADISE " at Sector 62, Gurugram, Haryana, vide application no-576, dated 09.09.2016 for which the complainant had also remitted ₹1,15,480/- towards booking the unit.
- f. That on date 30.11.2016, respondent issued an allotment letter against the allotted unit/flat no. T2-1202, 12th floor in tower/building no. T2 admeasuring 657 sq. ft. including 91 Sq. ft. balcony area and 1 two-wheeler parking site admeasuring approximately 0.8m x 2.5m , in "PIVOTAL PARADISE" at Sector 62, Gurugram, Haryana. Apartment was purchased under the time link payment plan as per the mandate under Affordable Housing Policy 2013 for sale consideration of ₹23,09,500/-.
- g. That on date 04.04.2017, a pre-printed one-sided, arbitrary and unilateral flat buyer agreement for allotted unit/flat no. was executed between respondent and complainant. That as per clause 8.1, the respondent had to complete the construction of flat and handover the possession within 4 years from date of grant of sanction of building plans for the project or the date of receipt of all the environmental clearances whichever is later. This was as per rule 1.(iv) under the Affordable Housing Policy 2013, notified by DTCP, Govt. of Haryana on date 19.08.2013 in the Haryana Government Gazette. It is pertinent to mention here that the environmental clearance was granted on 28.07.2017. Therefore, the due date of possession becomes on or before 28.07.2021.



- h. That the tripartite agreement was executed on 16.03.2018 between complainant, respondent and PNB Housing Finance Limited for availing a loan amount of ₹ 22,00,000/- by the complainant. That till date complainant had paid ₹ 21,51,444/- inclusive of all taxes and ₹ 20,20,050/- exclusive of all taxes. i.e., 87.5 % of the total contractual amount and 100% of the called amount, but when complainant observed that there is no progress in construction of subject flat for a long time, he raised their grievance to respondent.
- i. That the complainant has always paid the instalment(s) on time and the last instalment was paid on 27.08.2019. That there is a slow progress in the construction of the flat and it is expected to take around 1-2 years more for the completion of the project. That the main grievance of the complainant in the present complaint is that in spite of the complainant having paid 87.5% of the actual amounts of flat, and 100% of the called amount, the respondent has failed to deliver the possession of flat which was a core promise of the Affordable Housing Policy, 2013.
- j. That the complainant had purchased the flat with intention that after purchase, her family will use the flat for their personal use. That it was promised by the respondent party at the time of receiving payment for the flat that the possession of fully constructed flat as shown in newspaper at the time of sale, would be handed over to the complainant on and after the payment of last and final instalment, it is pertinent to mention here that these instalment becomes accrue on every 6 months after the commencement of construction work, and the respondent was



under obligation to deliver the project complete in all respect as and when the respondent takes the last instalment or by maximum till 28.07.2021 (as per apartment buyer agreement and Affordable Housing Policy, the possession of flat need to be given within 48 months from the date of approval of building plans or from the date of environmental clearance whichever is later).

- k. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent party and as such they are liable to be punished and compensate the complainant. That due to above acts of the respondent and of the terms and conditions of the builder buyer agreement, and of Affordable Housing Policy 2013, the complainant have been unnecessarily harassed mentally as well as financially, therefore the respondent is liable to compensate the complainant on account of the aforesaid act of unfair trade practice.
- l. It is also pertinent to mention here that the DTCP, Haryana is also liable to for their negligence to monitor the progress of the project as in the case of affordable housing, government / DTCP Department plays an active role and when the respondent has miserably failed to complete the structure as per the schedule specified in apartment buyer agreement and as per the Haryana Affordable Housing Policy 2013 (i.e., 4 years from the date of grant of building approvals or from the date of grant of environmental clearance, which is later), by Town and Country Planning Department. It has been more than 1 year since the DTCP has failed



to take any action against the respondent regarding failure of respondent to handover the possession to allottees.

- m. Hence, the respondent has failed to adhere to the guidelines mentioned in Affordable Housing Policy, 2013 mentioned from page 23 of BBA. That for the first time cause of action for the present complaint arose on 04.04.2017, when a one sided, arbitrary and unilateral apartment buyer agreement was executed between the parties and on 27.08.2019, when the complainant paid the last instalment. Further the cause of action arose on 28.07.2021, when the respondent party failed to hand over the possession of the flat as per the buyer agreement, the cause of action again arose on various occasions, till date, when the protests were lodged with the respondent party about its failure to deliver the project . The cause of action is alive and continuing and will continue to subsist till such time as this Hon'ble Authority restrains the respondent party by an order of injunction and/or passes the necessary orders.

C. Relief sought by the complainants:

4. The complainant has sought following relief(s):
- Direct the respondent to pay delay possession charges on paid amount till date of actual legal possession.
 - Direct the respondent to complete and seek necessary governmental clearances regarding infrastructural and other facilities including road, water, sewerage, electricity, environmental etc. before handing over the physical possession of the flats.



5. On the date of hearing, the authority explained to the respondent/promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent by way of written reply made the following submissions:

- a. That the respondent was granted a License bearing no. 05 of 2016 dated 30.05.2016 for the development of an affordable group housing residential colony on the land admeasuring area of 5.06875 acres situated in the revenue state of village ullahawas, Sector-62, Gurugram. The respondent thereafter, obtained all the relevant approvals and sanctions to commence the construction of the project. The respondent obtained the approvals of the building plans vide approvals dated 25.07.2016 and also obtained the environmental clearance vide approval dated 28.07.2017. That the respondent further obtained the registration under RERA Act and the respondent was granted the registration no. 178 of 2017. The said RERA registration was valid till 29.11.2021 taking into account the order dated 26-05-2020 passed by this Hon'ble authority granting extension of the RERA registration for a period of six months due to lockdown measures owing to pandemic of Covid-19.
- b. That due to the outbreak of the pandemic Covid-19 in March 2020, a national lockdown was imposed as a result of which all the construction works were severely hampered. Keeping in view the difficulties in completing the project by Real Estate Developers, this



Hon'ble Authority granted 6 months extension to all the under-construction projects vide order dated 26.05.2020. Thereafter due to the second Covid wave from January to May 2021 once again the construction activities came to a standstill. The Covid pandemic led to severe shortage of labor which resulted in the delay in completing the construction of the project for which the time of 6 months granted by this Hon'ble Authority was not sufficient as the effect of labor shortage continue well beyond for more than 12 months after the Covid lockdown. Furthermore, the Covid pandemic lockdown caused stagnation and sluggishness in the real estate sector and had put the respondent company in a financial crunch, which was beyond the control of the respondent company.

- c. That the construction of the project had been stopped/obstructed due to the stoppage of construction activities several times during this period with effect from 2016 as a result of the various orders and directions passed by Hon'ble National Green Tribunal, New Delhi; Environment Pollution (Control and Prevention) Authority, National Capital Region, Delhi; Haryana State Pollution Control Board, Panchkula and various other authorities from time to time. The stoppage of construction activities abruptly had led to slowing down of the construction activities for months which also contributed in the delay in completing the project within the specified time period.
- d. That the delivery of the flat by the respondent within the agreed period of 4 years from the date of grant of building approvals or from the date of grant of environmental clearance, which is later, was incumbent upon the complainant making timely payments. The complainant, in the present matter, had failed to make timely payments and there were



substantial delays in making the payments of the due installments. Therefore, the complainant is forbidden to demand the timely performance of the 'contractual obligations' by the respondent, wherein the complainant, himself, had failed to perform his part of the 'contractual obligations' on time.

- e. That the present project is an affordable group housing project being developed in accordance with the provision of the affordable housing policy, 2013. The allotment price of the unit was fixed by the government of Haryana and in terms of the policy, the respondent was paid the allotment price in installment. Though, the allotment price was fixed by the government of Haryana in the year 2013 but the same was not revised till date. Although the construction cost for increased manifold but the government of Haryana had failed to increase the allotment price. The government of Haryana had failed to take into account the increase in the construction cost since the policy in the year 2013. If by conservative estimates the construction cost is deemed to have increased by 10% every year then till date the construction costs have got doubled since the date of promulgation of affordable housing policy, 2013. The license for the project paradise was granted on 30.05.2016 and the respondent was permitted to sell the units and the allotment price of ₹ 4000 per sq. ft. The project is being constructed by the respondent and is near in completion. The photographs of the current status of the project are attached herewith which clearly proves that the entire construction has been done and the formalities of obtaining occupation certificate remains pending.

7. Copies of all relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided



based on these undisputed documents and submissions made by parties.

E. Jurisdiction of the authority

8. The plea of the respondents regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has completed territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

.....



34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I. Direct the respondent to complete and seek necessary governmental clearances regarding infrastructural and other facilities including road, water, sewerage, electricity, environmental etc. before handing over the physical possession of the flats.

12. The respondent promoter has not yet obtained the OC w.r.t. the tower in which the subject unit is situated. The issuance of occupation certificate by the competent authority in itself is a proven fact that the promoter has sought all necessary governmental clearances regarding infrastructural and other facilities including road, water, sewerage, electricity, environmental etc. as these clearances are preconditions for grant of OC. Therefore, respondent promoter is directed to handover the possession of the subject unit complete in all respect as per specifications mentioned in the BBA under section 17(2) of the Act, 2016 within 2 months after receiving the OC for the same from the competent authority.

F.II. Direct the respondent to pay delay possession charges on paid amount till date of actual legal possession.

13. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges on the amount paid by



him in respect of subject unit. Sec. 18(1) of the Act is reproduced below for ready reference:

"Section 18: - Return of amount and compensation.

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building. -

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

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."

(Emphasis supplied)

14. Clause 8.1 of the flat buyer agreement provides for handing over of possession and is reproduced below: -

"8.1. EXPECTED TIME FOR HANDING OVER POSSESSION

Except where any delay is caused on account of reasons expressly provided for under this Agreement and other situations beyond the reasonable control of the Company and subject to the Company having obtained the occupation/completion certificate from the competent authority(ies), the Company shall endeavor to complete the construction and handover the possession of the said Apartment within a period of 4 years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the Project, whichever is later, subject to timely payment by the Allottee of all the amounts payable under this Agreement and performance by the Allottee of all other obligations hereunder."



15. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainants not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoters may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the flat buyer agreement by the promoters are just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

16. **Due date of handing over possession:** The promoter has proposed to hand over the possession of the said flat within a period of 4 years from the date of approval of building plans (25.07.2016) or grant of environment clearance, (28.07.2017) (hereinafter referred to as the "Commencement Date"), whichever is later. The period of 4 years is calculated from environment clearance i.e., 28.07.2017 being later. Since the period of 4 years expires on 28.07.2021 the authority after



considering the facts and circumstances of the case and acting under its notification no. 9/3-2020 HARERA/GGM(Admn) dated 26.05.2020 hereby allows the 6 months grace period over and above the 4 years. Therefore, the due date of handing over possession is 28.01.2022.

17. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."

18. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
19. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 05.04.2024 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.



20. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

21. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.

22. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 8.1 of the agreement executed between the parties on 04.04.2017, the possession of the subject apartment was to be delivered within 4 years from date of building plan approval or environment clearance whichever is later. The period of 4 years is calculated from environment clearance i.e., 28.07.2017 being later. As far as grace period of 6 months is concerned the same is allowed as per



the reasons quoted above. Therefore, the due date of handing over possession comes out to be 28.01.2022. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 28.01.2022 till the date of valid offer of possession plus after receiving OC plus two months or handing over of possession whichever is earlier, at prescribed rate i.e., 10.85 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

G. Directions of the authority

23. Hence, the authority hereby passes this order and issues the following directions under section 37 of the act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- a. The complainant is entitled to delayed possession charges as per the proviso of section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with rule 15 of the Rules, 2017 at the prescribed rate of interest i.e., 10.85%p.a. for every month of delay on the amount paid by him to the respondent from due date of possession i.e., 28.01.2022 till the date of valid offer of possession plus after receiving OC plus two months or handing over of possession whichever is earlier.
 - b. The respondent promoter is directed to offer the possession of the subject unit complete in all respect as per specifications as mentioned in the brochure within 60 days after receiving OC from



the competent authority.

- c. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- d. The respondent shall not charge anything from the complainants which is not the part of the agreement. However, holding charges shall not be charged by the promoters at any point of time even after being part of agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020.
24. The complaint stands disposed of.
25. File be consigned to registry.



Sanjeev Arora
(Sanjeev Kumar Arora)
Member

HARYANA
Haryana Real Estate Regulatory Authority, Gurugram
GURUGRAM

Date: 05.04.2024