

**BEFORE THE HARYANA REAL ESTATE APPELLATE  
TRIBUNAL**

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**Appeal No.260 of 2023**

**Date of Decision: December 03, 2024**

H L Promoters Private Limited, registered office at plot No. 5, J Block, Community Centre, Rajouri Garden, New Delhi-110027.

Appellant.

Versus

Praveen Kumar, House No. D-2/37, Sushant Golf Course City, Lucknow, Ansal API City.

Respondent

**CORAM:**

**Justice Rajan Gupta  
Rakesh Manocha**

**Chairman  
Member(Technical)**

Present: Mr. Yashveer Balhara, Advocate for  
Mr. Shekhar Verma, Advocate for the appellant.  
None for the respondent.

**RAJAN GUPTA, J.**

The present appeal is directed against the order dated 07.04.2022, passed by the Authority<sup>1</sup>. Operative part thereof reads as under:

*“In view of above, Authority decides to dispose of the matter while granting relief prayed by the complainant of possession along with delay interest on the already paid amount from the date of expiration of extension granted to respondent i.e. 22.05.2020 till offer of possession i.e. 18.02.2021. Authority on calculation of interest @ 9.30 i.e. (SBI highest marginal cost of landing rate plus 2%), as per Rule 15 of HRERA, Rules 2017, on already paid amount of Rs.59,72,914/- has worked out the amount of Rs.4,15,469./- as interest payable to the complainant date of expiration of*

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Panchkula

*extension granted to respondent i.e. 22.05.2020 till offer of possession i.e. 18.02.2021.”*

2. Brief factual matrix of the case is that the complainant booked a flat in project “New Heaven Complex” in Sector 37, Bahadurgarh. At the time of booking (i.e. 09.06.2015), he paid an amount of Rs.2,00,000/-. As per the complainant, he remitted a total sum of Rs.57,87,873/- against total sale price of Rs.57,83,304/-. The builder claimed that as per terms of BBA<sup>2</sup> dated 20.11.2015, he was to deliver possession on or before October, 2019 with grace period of six months, which would come to be April, 2020. The case of the complainant, on the other hand, is that intentional delay was caused by the appellant-promoter in handing over possession of the unit in question. This delay led to enhancement of GST rate, labour and construction charges etc. As he could not get possession in time, he is entitled to DPC<sup>3</sup> along with permissible interest.

3. Admittedly, possession was granted to the complainant on 18.02.2021. Instant complaint was instituted by the complainant-Praveen Kumar on 07.04.2022 raising various pleas. His complaint was allowed by the Authority directing that the builder should hand over possession and pay DPC from 22.05.2020 till offer of possession i.e. 18.02.2021 along with interest @ 9.30% (SBI highest MCLR plus 2% on the said date). The amount was also calculated by the Authority which came to Rs.4,15,469/-.

4. Against the order passed by the Authority, the complainant did not prefer any appeal. The promoter has, however, challenged the impugned order. He has limited his prayer is for grant of grace period for the delay in handing over of possession due to on-set of COVID-19 in March, 2020. As per him, DPC could

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<sup>2</sup> Builder Buyer Agreement

<sup>3</sup> Delayed Possession Charges

have been granted only for the period 24.09.2020 till 18.2.2021. He states that for this period i.e. 24.09.2020 to 08.01.2021, the promoter has already paid DPC to the allottee.

5. The argument raised by learned counsel is untenable. BBA was executed between the parties is on record. As per BBA, possession was to be delivered on or before October, 2019. It is evident from the order passed by the Authority that in terms of the BBA, it granted six months grace period to the appellant-promoter observing that due date of possession would be taken as April, 2020. In view of the same, it appears that sufficient time (from October, 2019 till April, 2020) was granted to the appellant-promoter to give possession. His attempt now to get further concession till 24.09.2020 is mis-conceived. Had the grace period of six months not been granted to the promoter, the due date for handing over possession would not have fallen in March, 2020 i.e. the on-set of COVID-19.

6. The appeal is, thus, dismissed. The amount of pre-deposit made along with the appeal along with interest thereon be sent to the Authority below for disbursement to the same to the respondent-allottee subject to tax liability, if any, as per law.

7. Copy of this order be forwarded to the parties, their counsel and the learned Authority.

8. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Rakesh Manocha  
Member (Technical)

December 03,2024  
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