

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.262 of 2023

Date of Decision: February 14, 2025

1. Mr. Shashi Kant Bhalla, aged about 64 years, son of Mr. Swaraj Kumar Bhalla, resident of House No. C-3/803, Diplomatic Greens, Phase-2, Sector 110A, Dwarka Expressway, Gurugram, Haryana

2. Kavita Bhalla, aged about 62 years w/o Mr. Shashi Kant Bhalla, R/o House No. C-3/803, Diplomatic Greens Phase-2, Sector 110A, Dwarka Expressway Gurugram, Haryana.

Appellants.

Versus

M/s Puri Constructions Pvt. Ltd., through its Authorized Signatory having Registered Office at:1208-1210, 12th Floor, Surya Kiran Building, 19 Kasturba Gandhi Marg, New Delhi-110001.

Respondent

CORAM:

Justice Rajan Gupta
Mr. Rakesh Manocha

Chairman
Member (Technical)
(Joined through VC)

Present : Mr. Neeraj Goel, Advocate for the appellants.
Ms. Tanika Goyal, Advocate for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN (ORAL):

The present appeal is directed against the order dated 01.12.2022, passed by the Authority¹. Operative part thereof reads as under:

“In the light of the above stated facts and applying aforesaid principles, the authority is of the view that the present complaint is not maintainable after such a long period of time as the law is not meant for those who are dormant over their rights. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually

¹ Haryana Real Estate Regulatory Authority, Gurugram

open Pandora box of litigation. The procedure of law cannot be allowed to be misused by the litigants even in cases where allottees have availed certain benefits prior to the execution of conveyance deed. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause. In light of the above, the complaint stands dismissed."

2. A project, Diplomatic Greens, Sector 110A and Sector 111, Village Chouma, Gurugram was floated by the promoter- M/s Puri Constuctions Pvt. Ltd. On payment of initial amount of Rs.7,50,000/-, the original allottee applied for a residential unit in the project and was provisionally allotted residential unit No. C-803 on 07.08.2012. Thereafter, the complainants paid various amounts as per the demands raised by the promoter. Admittedly, total consideration in respect of the unit was remitted. Apartment Buyer's agreement was executed between the parties on 18.10.20212. Possession of the unit was to be offered on or before 18.04.2016 but the same was offered on 05.09.2017. Conveyance deed was also executed between the parties on 01.02.2018. The complaint was filed before the Authority 22.04.2022. The same was dismissed vide impugned order.

3. Admittedly, the appellants are in possession of the unit. The promoter obtained occupation certificate on 29.08.2016. It offered possession to the appellants on 06.09.2017. Conveyance deed was also executed between

the parties on 01.02.2018. After 4-1/2 years, the appellants preferred the complaint seeking DPC².

4. Only grievance of the appellants that survives is that they are entitled to DPC from the due date of possession till filing the complaint.

5. Ms. Tanika Goyal, learned counsel for the promoter has opposed the plea of the appellants. She points out that allottees have been adequately compensated.

6. Heard respective contentions of learned counsel for the parties.

7. Admittedly, the allottees are in possession of the unit and sale deed has been executed in their favour. Besides, it is the stand of the promoter that prices of the plots have escalated. Resultantly, as equities have been balanced, need to go into hyper-technical issues is obviated. It is evident from the record that the promoter had already granted compensation of Rs.7,99,907/- to the appellants. The relevant paragraph of the order passed by the Authority is extracted below:

“16. As noted above, the possession of the subject unit was offered to the complainants on 05.09.2017 after obtaining occupation certificate on 29.08.2016 i.e. before coming into force of the Act. Thereafter, the conveyance deed of the unit was executed between the parties on 01.02.2018 and the present complaint was filed on 22.04.2022. There has been complete inaction on the part of the complainants for a period of more than four years till the present complaint was filed in April, 2022.

² Delayed Possession Charges

The complainants remained dormant of their rights for more than 4 years and they did not approach any forum to avail their rights. There has been such a long unexplained delay in pursuing the matter. Also, it is pertinent to note that the complainants have availed certain benefits from the respondent prior to the execution of conveyance deed on 01.02.2018. The respondent, at the request of the complainants, had already provided compensation of Rs.7,99,907/- and had waived off interest amounting to Rs.1,08,398/- charged for delay in making payments. Moreover, the respondent has also waived off 6 months maintenance charges and water charges for the months April, 2018 to September 2018. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be stretched to an extent that basic principles of jurisprudence are to be ignored and are given a go by especially when the complainants allottees have already availed aforesaid benefits before execution of conveyance deed.”

8. Even otherwise, this Bench does not find any legal infirmity with the order passed by the Authority. The appeal is, thus, without any merit and is dismissed.

9. Copy of this order be communicated to the counsel/parties and the Authority at Gurugram.

10. File be consigned to the record room.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)
(Joined through VC)

February 14,2025/mk

