



<b>PROCEEDINGS OF THE DAY</b>		<b>3</b>
Day and Date	Wednesday and 19.02.2025	
Complaint No.	CR/2832/2023 Case titled as Mamta Arora VS Vatika Limited	
Complainant	Mamta Arora	
Represented through	Shri Gaurav Rawat proxy counsel	
Respondent	Vatika Limited	
Respondent Represented through	Ms. Ankur Berry Advocate	
Last date of hearing	22.01.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

**Proceedings-cum-order**

The present complaint was filed on 21.06.2023 and reply on behalf of the respondent was received on 10.04.2024.

Succinct facts of the case are as under:

<b>Sr. No</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the project	"Vatika Atrium", Sector- 53, Village Kherki Daula, Gurugram
2.	Nature of project	Commercial Complex
3.	<b>RERA registered/not registered</b>	<b>Not Registered</b>
4.	Unit no.	412, 4 <sup>th</sup> floor (Page no. 19 of complaint)
5.	Unit area admeasuring	1000 sq. ft. (Page no. 19 of complaint)
6.	Provisional Allotment Letter	19.07.2003





CR/2832/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

		(Mentioned by respondent in index to reply, copy of the same not filed)
7.	Date of execution of Floor buyer's agreement	19.07.2003 (Page no. 17 of complaint)
8.	Possession clause	<b>Clause 6.</b> <i>"6. The Complex shall be ready for possession by 01.03.2005. The Developer shall issue a notice in writing to every Allottee for taking over possession. All the possessions subject to the payment of entire consideration along with any other dues payable by the Allottee to the Developer, shall be handed over by 28.02.2005."</i> <b>(Emphasis supplied)</b> (Page no. 24 of complaint)
9.	Lease clause	<b><u>"A. 2(b) Committed Return Plan</u></b> <i>The flat is being agreed to be sold to the Allottee at Rs. 1650/- (Rupees One Thousand Six Hundred and Fifty Only) per sq. ft. of super built-up area.</i> <b><u>P. LEASING ARRANGEMENT</u></b> <i>That the developer undertakes to put the said flat on lease and the effectuate the same the Allottee hereby authorize the Developer to negotiate and finalise leasing arrangement with any suitable tenants. However, it is understood and agreed between the Allottee and the Developer that:</i> <b><i>(e) The flat shall be deemed to have been possess by the Allottee."</i></b>
10.	Due date of possession	01.03.2005
11.	Total sale consideration	Rs.16,50,000/- (Page 20 of complaint)
12.	Total amount paid by the complainant	Rs.16,50,000/- (Page 9 of complaint)
13.	Conveyance Deed	03.11.2008 (Page 37 of complaint)

**The complainant has sought the following reliefs:**

1. Direct the respondent to pay delayed possession charges from due date of possession 01.03.2005 till date of delivery of possession.
2. Direct the respondent to deliver possession of the booked unit.





CR/2832/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

The counsel for the respondent submitted that the present complaint is barred by limitation as the complaint was filed on 12.05.2023, i.e., after a delay of 14.5 years from the date of execution of conveyance deed on 03.11.2008. The complainant had waived off all her rights and claims by virtue of clause 2 of the said conveyance deed executed between the parties.

Therefore, the matter is listed today for pronouncement of orders on the point of maintainability of the complaint.

During the hearing dated 20.11.2024, the counsel for the complainant was directed to explain as to how the complaint is not barred by limitation as conveyance deed had already been executed between the parties in 2008 and further explain what recourse the complainant had taken during the long period of 16 years to the grievances which are being raised by the complainant by filing the present complaint, within a period of two weeks. However, no explanation was given by the complainant.

Even on the next date of hearing i.e., 22.01.2025, the counsel for the complainant sought adjournment to file written submissions and same was allowed by the Authority subject to last opportunity. It is important to note that no written submissions have been filed by the complainant till date despite availing sufficient opportunities.

Further as far as the issue of limitation is concerned, the Authority is cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim that "***the law assists those who are vigilant, not those who sleep over their rights.***" Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right, the Authority of the view that **three years is a reasonable time period** for a litigant to initiate litigation to press his rights under normal circumstances.

The Authority is of the view that the present complaint is considerably delayed as the cause of action to file the present complaint arose on





**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

CR/832/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

03.11.2008, however, the complaint was filed on 12.05.2023, i.e., after a delay of 14.5 years.

Hence, the present complaint stands **dismissed being hopelessly barred by limitation**. File be consigned to the registry.

Ashok Sangwan  
Member  
19.02.2025