

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

Complaint no. : 8008 of 2022
Date of filing of : 09.01.2023
complaint :
Order pronounced on : 18.03.2025

1.Rajiv Chadha
2.Shashi Chadha
R/o: - FW09-18B, M3M Golf Estate, Sector 65, Golf
Course Extension Road, Gurugram 122001.

Complainants

Versus

M/s M3M India Pvt. Ltd.
Address:- 6th Floor, 'M3M Tee Point', North Block, Sector
65, Gurugram, Haryana 122101

Respondent

Coram:

Shri Arun Kumar
Shri Vijay Kumar Goyal
Shri Ashok Sangwan

Chairman
Member
Member

Appearance:

Shri Samir Tripathi (Advocate)
Shri Shriya Takkar and Ms. Smriti Srivastava
(Advocates)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee in Form CRA 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 to the allottee as per the agreement for sale executed inter se them.

A. Project and unit related details

2. The particulars of the project, the details 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:

Sr. No.	Particulars	Details
1.	Name of the project	M3M Golf Estate, Sector-65, Gurugram.
2.	Nature of the project	Group Housing Colony
3.	Unit no.	MGE TW-09/18 b, Level 18, Golf Estate tower 09 (page no. 71 of reply)
4.	Unit area	3365 sq.ft. (page no. 71 of reply)
5.	Date of execution of buyer's agreement	17.02.2011 (as per page no. 69 of reply)
6	Date of laying of the first mud slab	20.08.2011 (Page no. 117 of reply)
7.	Possession clause	<i>14. Possession of the Apartment The Company based on its present plans and estimates, and subject to all just exceptions, proposes to hand over possession the said Apartment within a period of thirty-six (36) months from the date of commencement of construction which shall mean the date of laying of the first cement/concrete/mud slab of the Tower which shall be duly communicated to the Allottee(s). Should the possession of the Apartment be not given within the time specified above, the Allottee(s) agree/s to provide the Company with an extension of six (6) months from the expiry of the original period for handing over the same. In case of delays or failure due to reasons mentioned In Clause Nos. 14.4, 14.5 and 46 or due to failure of the Allottee(s) to pay in time the price of the said Apartment along with other charges</i>

		<i>and dues in accordance with the Schedule of Payments or as per the demands raised by the Company from time to time or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement, the time limits mentioned in this clause shall not be applicable and binding on the Company.</i>
8.	Due date of possession	20.08.2014 (calculated from the date of first mud slab)
9.	Total sales consideration	Rs. 3,23,69,120/- (as per page no. 149 of reply)
10.	Total amount paid by the complainant	Rs. 3,00,43,288/- (as per page no. 149 of reply)
11.	Occupation certificate	12.04.2017 (page no 145 of reply)
12.	Offer of possession	29.05.2017 (As per page no. 147 of reply)
13	Handover of physical possession	22.01.2018 (Page no. 167 of reply)
14	Conveyance deed	19.06.2018 (As per page no. 170 of reply)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

- i. That the respondent had advertised widely that their upcoming M3M Golf Estate project situated at Sector-65, Urban estate, Gurgaon, Haryana was a luxurious project which offered a distinct lifestyle to its buyers. The respondent further advertised that the project highlights were that it contained 3 & 4 bedroom spacious residences from 279 sq. mtrs. (3000 sq.ft.) onwards, set amidst sprawling 56+ acres of land, located in Sector-65 on the coveted Golf Course Road (Extn.), a mix of high rise and mid-rise residential towers, studded with 101 lifestyle amenities, immaculately designed by ARCOP International, Canada, and most importantly that the apartments overlook a designer 09 hole executive golf course.

- ii. The complainants being golf enthusiasts found the said advertisements and details contained therein to their interest and approached the respondent's desk office and sales office for inquiry about the project. The officials and brokers employed by the respondent made various lucrative representations to the complainants and assured them that buying an apartment in the project would be akin to living inside a luxurious golf course. Their agents further assured the complainants that they would have an option to get extensive and clear view of the golf course and would be able to see golf games being played by their balconies day and night.
- iii. That the respondent's agents/employees further assured the complainants that the apartments in the project will be delivered within 36 months from the date of their booking and based on their many assurances and believing in the reputation of M3M as good builders, the complainants agreed to purchase a flat in the said project and invest their hard-earned monies into the same.
- iv. That as the complainants are golf enthusiasts and wanting to have a clear view of the upcoming golf course, they told the respondent's representatives that they wanted to book an apartment which will be facing the golf greens/course and have a clear unobstructed view of the same.
- v. That despite being told by the respondent's employees that they would have to pay an additional Preferred Location Charge (PLC) of about 20 lakh rupees if they wanted an apartment having a clear unobstructed view of the golf greens from their balconies, the complainants chose to pay the additional amount and made their booking for the same.
- vi. That on the basis of these representations and the promises, on 15.09.2010 the complainants applied for a golf greens facing apartment in the above housing project and paid a booking amount of rs. 5 lakhs to the respondent. After few days, vide letter dated 01.11.2010, the respondent

provisionally allotted flat no. MGE TW-09/18b, on Level 18 in the Golf Estate Tower 09, having super Area 3510 sq. ft. approx. in the said project to the complainants. The complainants also received a 'welcome letter' on the same date and a schedule of payment for the booked flat.

- vii. That after some further time lapse, the complainants were sent a one-sided builder buyer's agreement dated 17.02.2011 with instructions to sign and return the same to the respondent. The total consideration for their allotted apartment was fixed and mentioned by the respondent company in the said agreement and was to be paid in accordance with a fixed payment schedule.
- viii. That some of the clauses in the buyer's agreement, that the complainants were made to sign by the respondent, were completely one-sided. The complainants had to sign already prepared documents and that some of the clauses contained therein were totally unreasonable and were in favour of the respondent only. It is pertinent to mention here that at the time of applying for the flat and payment of application money, the buyer's agreement was not shown to the complainants. The buyer's agreement was shown and sent for signature to the complainants much after paying the application money. The buyers' agreement was a fixed set of papers, which was asked to be signed by the complainants and no modification was entertained by the respondent. On request to change the one-sided clauses, it was told that the buyer's agreement had to be signed as is and in case it was not acceptable then the allotment would stand cancelled and earnest/application money would be forfeited. The complainants were left with no other option than to sign the said one-sided buyers' agreement.
- ix. That the consideration and terms as mentioned in the buyer's agreement were reluctantly acquiesced to by the complainants and on 17.02.2011 the buyer's agreement was signed by the complainants and handed over to the respondent.

- x. That it is most pertinent to point out that the respondent company never informed the complainants when the above-mentioned slab was laid for their tower. In the absence of this intimation, the complainant herein are considering the date of signing of the buyers' agreement as the date of laying the slab/start of construction. Resultantly, from the contents of the preceding paras, the date of handover of possession of the flat was to be 11.08.2014.
- xi. That along with the buyer's agreement the Respondent provided a payment schedule in which the number and amount of instalments to be paid by the Complainants towards the discharge of the consideration of their allotted apartment was provided. Based on the payment plan the Complainants paid regular instalments to the Respondent Company totalling a sum of Rs 3,23,69,120/- as and when demanded by the respondent.
- xii. That the complainants as per the said buyers' agreement had to pay Preferred Location Charges @ Rs 567.51- per sq. ft. for a golf facing apartment. The preferred location charges amount to be paid by the complainants initially came to Rs. 19,09,637/-; whereas in November 2012 the complainants received an email from the respondent that the super area of their apartment was revised to 3452 sq. ft. from 3365 sq. ft. and further the PLC amount to be paid by the complainants was also increased to Rs.19,84,900/-. Subsequently in May 2017 the complainants were informed by the respondent that the super area has been further increased to 3510 sq. ft. Further, the complainants received another email on August 2017 stating that the PLC rates have also been revised from Rs. 567.5 per sq. ft. to Rs. 575/- per sq. ft.
- xiii. That the respondent has charged an amount of Rs. 20,18,250/- from the complainants as preferred location charges for a Golf Green facing flat. That the above amount included service tax and interest on delayed

payment @24% per annum compounded monthly/quarterly as stated in clause 7.3 of the buyer's agreement.

- xiv. That the respondent was not able to finish the project in time and there was a delay of several years from the promised date of possession as envisaged in the buyers' agreement. After an extensive delay of several years the complainants on 31.07.2017 received a back-dated letter (dated 29.05.2017) offering possession of the booked flat to the complainants.
- xv. It is most pertinent to point out that when the complainants inspected the flat, they were surprised to find it unfinished and nowhere near the condition of being habitable. After the same was communicated to the respondent, the respondent took several additional months to remove the deficiencies and get the flat in actual condition for handing over possession. The possession of the allotted flat was finally handed over to the complainants on 22.01.2018, i.e. after a delay of 3 years 5 months and 11 days (i.e. 1260 days from the promised date of handover).
- xvi. That to the utter shock and surprise of the complainants, when the possession of the said flat was finally handed over by respondent on 22.01.2018, the complainants saw that their flat/apartment did not have any view of the Golf Course/Greens. When the Complainants confronted the Respondent's employees regarding the same, they were told that the vast area before their flat's balcony would be converted into Golf Greens at a later date. Once again believing the assurances of a reputed builder like M3M, the complainants waited for the said area to be developed into Golf Greens
- xvii. That the complainants have realised that they have been cheated by the respondent into paying a large amount of money towards preferred location charges for an apartment facing golf greens, whereas instead they have been handed possession of a flat which has zero visibility of the Golf Greens/Course.

- xviii. That it is most pertinent to point out that the buyers' agreement contains a clause no. 1.7 which clearly stipulates that in the event that due to a change in the layout/building plan, the said apartment ceases to be in a preferred location then the respondent would be liable to refund/adjust the amount of Preferred Location Charge (PLC). Despite the presence of this clause, the respondent never refunded/adjusted an amount of Rs. 20,18,250/- that they took from the complainants as PLC for a Golf Green facing flat.
- xix. That as per the terms of the buyers' agreement, the complainants were also allotted 2 parking spaces in the basement of the tower by the respondent and further to their arrogant and arbitrary behaviour, the respondent also did not allot the complainants the second car parking space for which they had paid an amount of Rs. 3 Lakhs (Clause 1.4 of the Buyers' Agreement). The respondent simply divided one car parking space into two and asked the complainants to park their vehicles in that one slot. It is unconceivable how they expect the complainants to move the second car every time they exit the parking slot and then re-park the removed second vehicle before exiting the first car from the parking area. This thinly veiled deceitful behaviour of the respondent is a clear breach of the terms of the buyers' agreement.
- xx. That it is pertinent to point out that the Complainants had earlier sent the Respondent a legal notice dated 20.05.2019 for the infractions committed by them and the Respondent had replied to the same via reply dated 01.07.2019. However the said reply was vague and the Respondent did not pay any compensation to the Complainants as requested in the said legal notice.

C. Relief sought by the complainant

4. The complainant has filed the present compliant for seeking following reliefs:

- i. That the respondent be directed to pay the complainants compensation of Rs. 98,15,402/- as interest (calculated @10.25% prevailing permitted rate of interest which is subject to changes) for the delay in handing over of possession from the agreed upon date, and deduct the payment already made by the respondent to the complainant with respect to the said issue.
 - ii. That the respondent be directed to refund an amount of Rs. 39,11,541/- (inclusive of interest calculated @10.25% prevailing permitted rate of interest which is subject to changes) which the complainants have paid to the respondent against Preferred Location Charges for a Golf Greens facing apartment.
 - iii. That the respondent be directed to refund an amount of Rs. 5,77,002/- (inclusive of interest calculated @10.25% prevailing permitted rate of interest which is subject to changes) for the second car parking that was not given to the complainants despite paying for the same.
5. On the date of hearing, the authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act and to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has raised certain preliminary objections and has contested the present complaint on the following grounds:
- i. That the complainants applied for booking an apartment in the 'm3m golf estate-fairway west, a phase/component/constituent of m3m golf estate, a group housing colony being developed in a planned and phased manner over a period of time in Sector-65, Gurugram, Haryana. The complainants had signed and understood the indicative terms and conditions of the allotment along with application form dated 15.09.2010.
 - ii. That in view of the commitments made by the complainants to make timely payments the complainants were allotted apartment bearing no.



MGE TW-09/18d on Level-18 having super area 3365 sq. ft. vide allotment letter dated 01.11.2010.

- iii. That in pursuant to the apartment being allotted to the complainants, two copies of apartment buyer's agreement were sent to them for due execution at their end vide cover letter dated 07.12.2010. The Apartment Buyers Agreement was executed between the parties on 17.02.2011. The consideration amount stated in the Apartment Buyers agreement included cost of two parking spaces for an amount of Rs.6,00,000/- and preferential location charges for golf greens facing apartment aggregating to Rs. 19,09,637/-.
- iv. That the building plans were revised in the best interest of the project and same was duly approved by the competent authorities and the increase in area of the apartment was duly intimated to the complainants along with the revised installment amount. That vide letter dated 08.11.2012, the revision in area took place and the area of the apartment stood increased from 3365 sq. ft. to 3452 sq. ft. and the price of the apartment was increased for which additional payments need to be made. Accordingly, the payment plan for revised super area was also sent along with letter dated 08.11.2012. It is pertinent to mention here that no objection was ever raised by the complainants after issuance of the letter dated 08.11.2012 by the respondent.
- v. That thereafter the respondent provided the necessary assistance to the complainant for availing finance from Tata Capital Housing Finance Limited. Pursuant to which a home loan was sanctioned by Tata Capital Housing Finance Limited in favour of the complainant vide sanction letter dated 16.09.2013 and a tripartite agreement was executed on 01.10.2013 between TCHFL, complainant and respondent.
- vi. That vide letter dated 22.12.2015, the complainants were informed that due to inadvertence a wrong plan was annexed as annexure e of the

apartment buyers agreement. The respondent company vide the said letter had sent the correct layout plan for the apartment in question and also clarified that all other terms and conditions of the apartment buyers agreement along with annexures except for the corrections made by virtue of the said letter stands maintained and unaltered. Copy of the letter dated 22.12.2015 along with the layout plan is marked and already annexed with the complaint at page no. 102 to 104. It is submitted that the complainant never raised any objection post receipt of the said letter and continued to make further payments qua the apartment in question.

- vii. That the respondent company completed the construction and thereafter applied for the grant of occupancy certificate on 23.12.2016 with respect to the tower in which the apartment is situated and received the OC on 12.04.2017.
- viii. That the complainants further wished to transfer the loan from Tata Capital Housing finance Limited to Citi Bank and similarly applied for Loan of the said Apartment and on 1st February, 2017, a letter confirming sanction of loan for an amount of Rs. 97,47,000/- by Citi Bank was sent to the complainants which was duly acknowledged by the respondent company pursuant to which complainants sent a letter to TCHFL requesting them to transfer the lien of the property to Citi Bank with subsequent approval from them and confirmation of repayment of loan and a closure letter dated 23.03.2017 was acknowledged by the complainants for closure of loan by Tata Capital Housing finance Limited.
- ix. That on 1st May, 2017, a tripartite agreement was executed between the complainants, Citi Bank and the respondent.
- x. The occupation certificate was granted by the competent authorities on 12.04.2017 i.e. after a period of almost 7 months. That this delay of the competent authorities in giving oc cannot be attributed in considering the delay in delivering the possession of the apartment, since the day the

respondent applied for OC, the Apartment was complete in all respects. It is pertinent to state that the occupation certificate with respect to the tower where the apartment is situated was only granted after inspections by the relevant authorities and after ascertaining that the construction was completed in all respect in accordance with the approved plans and that the apartment was in a habitable and liveable condition.

- xi. The possession of the apartment was offered to the complainant by the respondent vide offer of possession dated 29.05.2017 and was further requested to clear their outstanding dues and take possession of the apartment. The respondent credited an amount of Rs. 9,03,542/- in the statement of accounts as delay compensation given to the complainant as a benefit.
- xii. It is submitted that the complainant had executed the declaration-cum-undertaking by way of affidavit dated 12.12.2017 wherein the complainant undertaken/admitted that he had no claims or demands of any nature whatsoever against the respondent company in relation to the apartment in issue. It was further undertaken by the complainant that they accept all their liabilities/ obligations towards the respondent and had executed the said undertaking without being influenced or coerced by any person in any manner.
- xiii. That the complainants are raising these frivolous issues in order to extort money from the respondent with malafide intentions. That the complainants were very well aware of the location/dimensions of the apartment and the number and location of car parking spaces (being individual Parking Space Nos. 2111 and 2111A) provided for usage. The respondents by their own conduct have waived off the right to raise any issues.
- xiv. That by way of the present complaint after a period of 4.5 years after taking over the possession of the apartment, the complainants have

approached the authority allegedly seeking delay compensation, refund of preferential location charges along with interest and refund of parking charges along with interest. It is submitted that the present complaint is without any merits as the complainant is residing in the unit and now at the belated stage i.e. after 4.5 years of the conveyance deed, is raising unwarranted issues and is wasting precious time of the Authority.

- xv. That the complainants have already issued acknowledgment/ acceptance of full and final settlement of accounts wherein the complainant had admitted that all amounts due against the unit stands paid and nothing is payable/due, by/against the respondent, including the amount, if any, towards delay compensation. The complainants herein took possession of the apartment on 22.01.2018 only after inspecting the apartment and satisfying themselves with all the its including its size, super area, dimensions, location, quality of construction and materials used, specifications, services provided, etc.
- xvi. That the deed of conveyance for the apartment in question was executed on 19.06.2018. The complainants after a period of more than 4.5 years have filed the present complaint at a belated stage seeking reliefs which they are not entitled to. It is submitted that the present complaint is time barred. It is submitted that the present complaint filed by the complainant is filed beyond the period prescribed Article 113 and 137 of the Limitation Act, 1963. The complainant has raised the claims which are hopelessly time barred and it is settled law that the limitation for filing of the complaint shall start from the day they accrued. Admittedly the present complaint had been filed before the Authority on December, 2022 i.e. after expiry of prescribed period of limitation for filing the present complaint, hence the same is liable to be dismissed on this ground alone.

7. All other averments made in the complaints were denied in toto.

8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.
9. The respondent has filed the written submissions on 20.01.2025, which is taken on record and has been considered by the Authority while adjudicating upon the relief sought by the complainant.

E. Jurisdiction of the Authority

10. The preliminary objections raised by the respondent regarding jurisdiction of the Authority to entertain the present complaint stands rejected. The Authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

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

E.II Subject-matter jurisdiction

12. Section 11(4)(a) of the Act 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) The promoter shall-

- (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 promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

13. 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 as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Observations of Authority with regard to maintainability of complaint on account of complaint is barred by limitation.

14. The respondent has filed the reply on 05.07.2023, which is taken on record and raised the preliminary objection in its reply that the complaint is not maintainable being barred by limitation. It is necessary to deal with the preliminary objection before proceeding with the reliefs sought by the complainant.
15. On consideration of the documents available on record, the Authority observes that the complainants were allotted flat No. MGE TW-09/18b, on Level 18 in the Golf Estate Tower 09, having super Area 3510 sq. ft. approx. in the project of the respondent named "M3M Golf Estate" situated at Sector-65, Gurugram vide provisional allotment letter dated 01.11.2010 and an apartment buyer's agreement was also executed between the allottees and the respondent regarding the said allotment on 17.02.2011. The occupation certificate for the subject unit has been obtained by the respondent promoter on 12.04.2017 and the possession has been offered on 29.05.2017. Further, before taking possession of the apartment, an amount of Rs.10,85,742/- has already been paid by the respondent to the complainants towards compensation and the unit handover letter was issued on 22.01.2018 and conveyance deed was executed between the parties on 19.06.2018.

16. The complainants are seeking delayed possession charges and other relief for illegal demands raised from the respondent while the respondent on the other hand is pleading that the present complaint is barred by limitation as the complainants have got the offer of possession on 29.05.2017 and their conveyance deed executed on 19.06.2018, the transaction between the complainants and the respondent stands concluded upon the execution of the conveyance deed and the complainants have filed the present complaint after a long delay on 09.01.2023 i.e., lapsed of 5 years, 7 month and 11 days of the offer of possession and after 4 years, 6 months and 21 days after the execution of conveyance deed. Thus, the claim of the complainants are not maintainable. Both the parties through their respective counsels advanced submissions with regard to the maintainability of the complaint on the ground of the limitation.
17. After the unit was allotted to the complainants on 01.11.2010, a buyer's agreement in this regard was executed on 17.02.2011. Though the possession of the unit was to be offered on or before 20.08.2014 after completion of the project but the same was offered only on 29.05.2017 after receipt of occupation certificate on 12.04.2017 and ultimately leading to execution of conveyance deed of the same on 19.06.2018. So, limitation if any, for a cause of action would accrue to the complainants w.e.f. 29.05.2017 and not from 19.06.2018. So 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 and 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. This 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.

18. It is also observed that the Hon'ble Supreme Court in its order dated 10.01.2022 in **MA NO.21 of 2022 of Suo Moto Writ Petition Civil No.3 of 2020** have held that the period from 15.03.2020 to 28.02.2022 shall stand excluded for purpose of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.
19. In the present matter the cause of action arose on 29.05.2017 when the possession was offered to the complainants by the respondent. The complainants have filed the present complaint on 09.01.2023 which is 5 years 7 month and 11 days from the date of cause of action. In the present case the three year period of delay in filing of the case also after taking into account the exclusion period from 15.03.2020 to 28.02.2022 would fall on 12.05.2022. In view of the above, the Authority is of the view that the present complaint has not been filed within a reasonable time period and is barred by the limitation.
20. 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 complainant/allottees have already availed aforesaid benefits before execution of conveyance deed.
21. Further, as observed in the landmark case i.e. **B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]** the Hon'ble Supreme Court held that "Law assists those who are vigilant and not those who sleep over their rights." Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law.
22. 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. 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 is not maintainable and the same is declined.

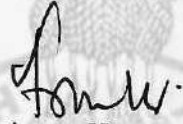
23. Complaint as well as applications, if any, stand disposed of accordingly.
24. File be consigned to registry.



Ashok Sangwan
Member



Vijay Kumar Goyal
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 18.03.2025



HARERA
GURUGRAM